

## UNSECURED OVERDRAFT FACILITY AGREEMENT

This unsecured overdraft facility agreement (“Facility Agreement”) is executed at the place and on the date set out in Schedule 2 BY AND BETWEEN, the **BORROWER(S)** whose details are in Schedule 1 (“**Borrower**” which expression shall include the Co-borrower (if any)); **ANDSBM Bank (India) Limited** (CIN U65999MH2017FLC293229), a company incorporated under Companies Act, 2013 and a banking company under the Banking Regulations Act, 1949 and who is licensed to carry on its business of banking by the Reserve Bank of India and having its registered office at 1st Floor Raheja Centre, Free Press Journal Marg, Nariman Point, Mumbai – 400021, India and its Corporate Office at 306A, 3rd floor, The Capital, G Block BKC. Mumbai 400051, operating through its Mumbai Branch office at 101 Raheja Centre, 1st Floor, Free Press Journal Marg Nariman Point, Mumbai 400021 (“**Lender**”, which expression shall, unless excluded by or repugnant to the subject or context, be deemed to include their respective successors and assigns).

The expression ‘Borrower’ and ‘Guarantor’ shall unless excluded by or repugnant to the subject or context, be deemed to include heirs, executors, administrators, successors and permitted assigns. In this Agreement, the ‘Borrower’ and the ‘Guarantor’ shall be referred to individually as “**Obligor**” and collectively as “**Obligor**” and the ‘Obligors’ and the ‘Lender’ shall be referred to individually as “**Party**” and collectively as “**Parties**”.

### WHEREAS

- I. The Borrower has requested the Lender to sanction a loan or credit facility for an aggregate amount as mentioned in the Schedule of this Agreement (“**Facility**”)
- II. The Borrower has further assured that the Facility would be utilized only for the Purpose (defined below).
- III. At the request of the Borrower and relying upon the correctness of the information provided and on reliance of the representations and the assurances given by the Borrower, the Lender have agreed to sanction the Facility to the Borrower, on the terms and subject to the conditions contained herein.

### NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

#### 1. DEFINITIONS

- 1.1. “**Assigned Limit**” shall mean the principal amount sanctioned which the Borrower can drawdown from the Overdraft Account during the Tenure as specified in Schedule 2, which may be varied, withdrawn, cancelled, reduced at the sole discretion of the Lender without assigning any reason.
- 1.2. “**Applicable Law**” means any statute, national, state, provincial, local, municipal, or other law, treaty, code, regulation, ordinance, rule, judgment, order, decree, bye-law, any act or enactment including but not limited to the Insolvency and Bankruptcy Code, 2016 (“**Code**”), approval of any Governmental Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or at any time thereafter;
- 1.3. “**Companies Act**” means individually and collectively, such relevant provisions of the Companies Act, 1956, which are still in force and effect and those provisions of the Companies Act, 2013, which have been notified and are in full force and effect, and all amendments, enactments, re-enactments or modifications thereof, from time to time, including the rules and regulations prescribed therein;
- 1.4. “**Conditions Precedent**” means the conditions as specified in this Agreement which are required to be satisfied (unless waived in writing by the Lender) by the Borrower before submitting a Disbursement Request in relation to the Facility;
- 1.5. “**Business Day**” shall mean a day (excluding Sundays) on which banks are generally open in Ahmedabad, Gujarat for the transaction of normal banking business.
- 1.6. “**Current Account**” shall mean the Borrower’s account with the Lender and linked with the Overdraft Account, the details whereof are specified in Schedule 2.
- 1.7. “**Facility Documents**” includes this agreement, the account opening form, sanction terms, demand promissory note (s) and all or any other agreements, payment instruments/ mandates, undertakings and other documents executed or entered into pursuant to the Facility or any other document accepted by the Lender as a ‘Facility Document’.
- 1.8. “**Governmental Authority**” means any:
  - government (central, federal, state or otherwise) or sovereign state; and
  - any governmental agency, semi-governmental or judicial or quasi-judicial or administrative entity, department or authority, or any political subdivision thereof;
  - including, without limitation, any stock exchange or any self-regulatory organization, established under any Applicable Law;

19. “**Outstanding Amounts**” means any amounts payable by the Borrower to the Lender under the Facility Documents including:

- outstanding amount drawn down from the Overdraft Account;
- Interest;
- Penal Interest;
- all fees and charges specified in the Facility Documents (including processing fees, stamp duty, documentation charges, insurance premium, renewal fee, Premature closure charges, Delay charges, Bank Charges Deficit Utilization Charges (if applicable));
- all other payment obligations of the Borrower (such as indemnities and reimbursements) which are payable by the Borrower under the Facility Documents; and
- legal fees and court costs incurred by the Lender to enforce its rights under the Facility Documents.

110. “**Overdraft Account**” shall have the meaning ascribed to it in clause 3.1.

## 2 INTERPRETATION

Rules of Interpretation.

- 2.1. If the performance of any obligation of the Obligors falls on a non - Business Day, then the preceding Business Day shall be deemed to be the date for the performance of such an obligation.
- 2.2. The Recitals and Schedules shall form an integral part of this agreement for the purpose of interpretation. In case of any conflict, the order in which the documents shall be given primacy shall be firstly-
- 2.2.1. Schedule 2, then
- 2.2.2. Sanction Terms, and lastly.
- 2.2.3. this Agreement and the Annexure.
- 2.3. The liability of the Obligors under this Agreement shall be joint and several. In the event of any disagreement or dispute between the Lender and the Obligors regarding the materiality or reasonableness of any matter, the opinion of the Lender on any of the foregoing shall be final and binding.

## 3. FACILITY AMOUNT AND DISBURSAL

- 3.1. **Facility and Drawdown Requests.** The Borrower agrees to borrow from the Lender the Facility as per the terms and conditions of this Facility Agreement (read with the Facility Documents). The Borrower may drawdown the Facility in one or more tranches during the Tenure as specified in Schedule 2. The Borrower may drawdown the Facility, from an overdraft account which shall be linked to a designated current account of the Borrower maintained with the Lender in its name, the details of which are provided in Schedule 2 (“**Overdraft Account**”). Each drawdown may be subject to such other terms and conditions as may be specified by the Lender from time to time. The Lender shall have the absolute discretion to allow or reject a drawdown request, without assigning any reason.
- 3.2. The Borrower may, subject to this Clause 3 utilize the Facility, by delivering to the Lender duly completed form requesting the disbursement in a form and manner acceptable to the Lender (“**Disbursement Request Form**”) to the designated branch of the Lender.
- 3.3. Part-1 of Annexure sets out the terms and conditions relating to the Disbursement Request Form.
- 3.4. The Borrower shall on or before the date of the first drawdown/disbursal of the Facility pay to the Lender the Outstanding Amounts as specified by the Lender. The Borrower hereby agrees that any amount outstanding from any other loan/facility with the Lender, may be deducted and / or adjusted from amount disbursed.
- 3.5. Any Facility amounts which have been drawn-down and repaid to the Lender in full and to the satisfaction of the Lender may be made available to the Borrower for further disbursals during the Tenure, at the sole discretion of the Lender.
- 3.6. The drawdown request may be made through such modes as may be made available by the Lender in connection with the Overdraft Account.
- 3.7. **Purpose.** The Facility shall be utilized by the Borrower for the purpose set out in Schedule 2 and shall not be used for any other purpose including for payment of any outstanding debts, penalties, claims, etc. without the prior written approval of the Lender, for engaging in trading of shares and securities (whether or not speculative) or for immoral and/ or illegal purposes.
- 3.8. **Disbursement and Minimum Utilization Amount.** The Borrower undertakes that it shall at least, drawdown the Minimum Utilization Amount (in one or more tranches) within the Minimum Utilization Period. Therefore, the Borrower acknowledges that the Lender shall be entitled to charge Deficit Utilization Charges from the Borrower if the cumulative drawdowns from the Facility is less than the Minimum Utilization Amount during the Minimum Utilization Period. The expressions “**Minimum Utilization Amount**”, “**Minimum Utilization Period**” and “**Deficit Utilization Charges**” are defined in Schedule 2.

#### 4. INTEREST AND REPAYMENT

- 4.1. Interest and Default Interest.** The Borrower shall pay interest on the Facility at the rate of interest specified in Schedule 2 ("Interest"). Without prejudice to the other rights of the Lender, **in the event the Borrower breaches any terms or conditions of the Facility Documents, the Borrower shall be liable to pay default interest at the rate of default interest set out in Schedule 2 ("Default Interest") on the Outstanding Amount till the breach is cured to the satisfaction of the Lender. The Borrower expressly agrees that the levy of Default Interest is a fair estimate of the loss likely to be suffered by the Lender by reason of such delay/ breach on the part of the Borrower.** The Interest and Default Interest shall be payable in the manner set out in Schedule 2.
- 4.2.** The Lender shall be entitled to revise the Interest suitably and prospectively at any time during the Tenure of the Facility. In such an event the Lender shall notify the Borrower and such notification duly acknowledged by the Borrower shall form a part of the Agreement. In the event the Borrower does not agree to such revision, the Borrower shall forthwith repay the Outstanding Amount within 30 (thirty) days from the date of intimation. In case if such repayment is not forthcoming within the said period the Borrower shall be liable to service the Facility in accordance with the revised interest rate.
- 4.3.** The Borrower acknowledges that any sums, interest, default amount including but not limited to (i) the Prepayment Charges (as defined below) and (ii) the Default Interest are reasonable and that they represent genuine pre- estimates of the loss which would be incurred by the Lender in the event of non-payment or default by the Borrower in accordance with the terms of the Facility Documents. The Borrower waives any right it may have to raise any claim or defense that such payment is in the nature of a penalty and undertakes not to raise such claim or defense.
- 4.4.** Interest, Default Interest and all other charges shall accrue from day to day on the actual number of days elapsed and shall be calculated on an actual /actual day count basis, i.e., actual number of days elapsed divided by the actual number of days in the year.
- 4.5.** The Borrower confirms, agrees and acknowledges that he has perused and understood the Lender' method of calculating the Interest and further agrees and undertakes to abide by the same without any demur/objection.
- 4.6.** The Borrower acknowledges that the Facility provided under this Agreement is for a commercial transaction and the Borrower waives any defenses available under usury or other laws relating to the charging of any interest.
- 4.7. Repayment.** Unless earlier repayment of the Facility is demanded by the Lender, the Borrower shall pay the Interest, fees and other charges as per the timelines "**(Due Date)**" and mode(s) specified in Schedule 2 or such other mode as may be prescribed by the Lender and the Borrower shall repay the Assigned Limit before the end of the Tenure as specified in Schedule 2. "**(Tenure)**". The Borrower shall maintain sufficient balance in the associated Current Account maintained with the Lender as well as the account on which the payment instruments have been drawn. The Borrower shall switch out payment instruments or execute and provide additional payment instruments (like cheques or demand promissory notes) as may be required by the Lender from time to time. The Borrower's Facility account with the Lender shall be credited for payments made, only on the date of realization of funds. Without prejudice to the other rights of the Lender, rescheduling of Due Date(s) shall be permissible, at the sole discretion of the Lender and on such terms and conditions as may be acceptable to the Lender including levy of rescheduling charges of 0.1% (zero decimal point one) of the Facility amount.
- 4.8.** The Borrower may prepay the entire Outstanding Amounts under the Facility upon receiving the Lender's prior written approval. The Lender shall, at its sole discretion, be entitled to impose such terms and conditions for prepayment of the Debt including prepayment charges as specified in Schedule 2 which may be modified/varied by the Lender.
- 4.9.** The Borrower shall pay all costs, Charges and expenses of the Lender promptly as and when required to do so by the Lender.
- 4.10.** The Lender shall be under no obligation to provide the Borrower with any notice, reminder or other intimation to the Borrower regarding its obligation to pay the amount(s) payable under this Agreement, and it shall be entirely the Borrower's responsibility to ensure prompt and regular payment of the amount(s) payable by the Borrower to the Lender as and when due and in the manner provided herein.
- 4.11.** The Borrower shall be entitled to prepay the Outstanding Amounts through such payment instruments as specified in the Schedule. The Lender shall provide to the Borrower a prepayment statement and the Borrower shall prepay the whole or any part of the Facility in accordance with the prepayment statement.
- 4.12.** If it becomes unlawful in any applicable jurisdiction for the Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain or continue any Facility, the Lender shall promptly notify the Borrower upon becoming aware of that event and:
- 4.12.1.** the Lender shall not thereafter be obliged to make an advance hereunder and the amount of the available Facility shall be immediately reduced to 0 (zero); and
- 4.12.2.** the Lender shall be entitled to call in the entire Outstanding Amounts forthwith and the Borrower shall on such date as the Lender may specify, without demur or dispute whatsoever, repay the Outstanding Amount owing to the Lender in respect of the Facility.

#### 5. COVENANTS

**5.1. Representations and Warranties.**

**5.1.1.** The Obligors/Borrowers/ Guarantors make the representations and warranties set out in Part 2 of Annexure (to the extent applicable)) and states that the same are true, correct, valid and subsisting in every respect as of the date of this Agreement and till the date on which all obligations of the Borrower have been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Lender in

**5.2. Covenants and Undertakings.**

**5.2.1.** The Obligors undertake that, with respect to themselves, they shall:

- (i) not cause withholding of payment or revoke/ issue 'stop-payment' instruction on any payment instrument;
- (ii) provide all documents and information which may be required by the Lender or its facility agent (including credit information from credit bureaus);
- (iii) not take any action which results in a breach of this agreement or cause any adverse action under applicable laws including action under insolvency/ bankruptcy laws;
- (iv) continue to run their business in the same manner as being conducted currently and neither diversify nor cease to carry on their business;
- (v) shall not substantially dispose of their assets/undertaking which shall have an adverse effect on their ability to perform their obligations under this agreement;
- (vi) pay all taxes and maintain all licenses and permissions pertaining to their business;
- (vii) neither encumber their assets nor obtain loans/ credit facilities from other Lender without the prior written consent of the Lender;
- (viii) not change their legal status, amend their constitutional documents, permit or accept the resignation of, or terminate, their promoters, whole-time director(s), managers or partners or cause any change in control or the majority of its shareholding or ownership, effect any merger, amalgamation, reconstruction or consolidation; or
- (ix) change their accounting policies presently followed except as required under applicable laws.

**5.2.2.** The Borrowers shall at all times until the until all Outstanding Amounts have been paid in full, to the satisfaction of the Lender adhere to the covenants and undertakings as detailed in Part-3 of Annexure.

**5.2.3.** Each of the above representations, warranties, covenants and undertakings shall remain true until all Outstanding Amounts have been paid in full, to the satisfaction of the Lender and the Obligor shall promptly notify the Lender upon breach or potential breach thereof.

**6. EVENT OF DEFAULT AND REMEDIES OF THE LENDER**

**6.1.** Event of Default.

**6.1.1.** An "Event of Default." shall have said to have occurred upon:

- (i) non-payment of Outstanding Amounts (or part thereof) on the Due Dates or when demanded by the Lender;
- (ii) actual or potential breach of the terms and conditions of the Facility Documents;
- (iii) not take any action which results in a breach of this agreement or cause any adverse action under applicable laws including action under insolvency/ bankruptcy laws;
- (iv) any material changes in the information furnished by the Obligors or any representation, warranty or undertaking ceases to be true;
- (v) commencement of any legal action against the Obligors which materially impacts their financial position;
- (vi) the obligations of any Party under the Facility Documents becoming void or illegal;
- (vii) nationalization, attachment, appropriation, sequestration of the assets of the Obligors;

**6.1.2.** Any event which in the sole opinion of the Lender, (i) is likely to have a material adverse effect on the Obligors; and/ or (ii) happening of any event which, with the passage of time, is likely to become an Event of Default.

**6.1.3.** Each of the events or circumstances as set out in Part-4 of Annexure shall constitute an Event of Default.

## **6.2. Remedies of the Lender**

On the occurrence of any Event of Default and notwithstanding any subsequent acceptance of any further payment by the Lender, the Lender may exercise any or all of the following rights-

- 6.2.1.** Terminate this agreement and/ or declare the Outstanding Amounts to become immediately due and payable;
- 6.2.2.** Levy Default Interest on the Outstanding Amounts from the date when the Event of Default occurs; or
- 6.2.3.** exercise any other rights or remedies available to the Lender under Applicable Law.
- 6.2.4.** To commence legal proceedings to recover such sum, the Borrower will further pay the Lender all advances, charges, cost and expenses, including all legal fees, incurred or paid by the Lender in exercising any right, power or remedy conferred by this Agreement, (and/ or in the enforcement thereof) and all such amounts shall become a part of the indebtedness secured hereunder and shall be paid to the Lender by the Borrower immediately and without demand.
- 6.2.5.** Appoint a nominee director on the board of the Borrower;
- 6.2.6.** Utilize and appropriate any amount lying or credited in the accounts of the Borrower, for payment/repayment of Outstanding Amount, as due and payable. All money infused by promoter group in the Borrower will be retained in the Borrower and be subordinated to the Facility during the remaining Tenor period; or will be payable to promoter group only after the Facility is repaid to the satisfaction of the Lender.

## **7. CONSTITUTED ATTORNEY**

- 7.1.** The Borrower hereby agrees and appoints the Lender and its officers, employees and agents and authorised representatives to be its duly constituted attorneys for all or any of the following purposes, upon the occurrence of an Event of Default, namely:
  - 7.1.1.** to sign all papers, documents agreements indentures and writings that the Borrower would be bound to do under or in pursuance of these presents and / or the Facility for and behalf of the Borrower and to attend before the Sub-Registrar of Assurances or any other relevant authority and admit execution thereof;
  - 7.1.2.** generally to do perform and execute or cause to be done performed or executed all acts deeds matters things and documents in all matters arising under or out of or concerning or touching these presents as the Borrower could itself do perform or execute; and
  - 7.1.3.** And for the better and more effectually doing effecting and performing the several matters and things including as aforesaid, and to appoint from time to time or generally such other Persons, bodies, companies, organizations, or agencies as the Lender may think fit as its substitute or substitutes to do execute and perform all or any such acts and things as aforesaid and such substitute or substitutes at pleasure to remove and to appoint other or others in his or their place..
- 7.2.** The Borrower agrees that the above powers may be exercised without any prior notice to the Borrower and further agrees to ratify and confirm all that the Lender or any substitute or substitutes appointed by the Lender may lawfully do or cause to be done in exercise of the aforesaid powers;
- 7.3.** TThe Borrower further agrees to give all assistance to the Lender and its officers authorised representatives and other substitutes for the purpose of exercising any of the powers hereinabove set out, including endorsing of documents, signing of papers and doing all such things as may be necessary to enable the Lender and its officers and other substitutes to exercise all the powers hereby conferred.
- 7.4.** The Borrower further agrees that the aforesaid powers have been granted for valuable consideration and as such shall be irrevocable in nature till such time as any amounts remain due owing or payable under or in respect of or in pursuance of the Facility and / or these presents or in respect of or in pursuance of the Facility and / or these presents.

## **8. TERMS OF GUARANTEE (Where Applicable)**

### **8.1. Guarantee**

The Guarantor irrevocably and unconditionally guarantees to the Lender, as a primary obligor and not merely as a surety, to:

- 8.1.1** promptly (but no later than 2 (two) Business Days) pay to the Lender any amounts demanded by the Lender under the Facility Documents without any dispute, demur or protest and perform or procure the performance of any other terms and conditions of the Facility Documents;
- 8.1.2** pay Default Interest on the Outstanding Amounts till such time the amount so payable is paid to the Lender.
- 8.2.** This guarantee shall be a continuing guarantee until all obligations of the Borrower under the Facility Documents have been fulfilled to the Lender's satisfaction.

- 8.3. Waiver of Defenses.** This guarantee shall not be affected by:
- 8.3.1.** failure by the Lender to exhaust other remedies or take other actions against the Borrower or other third-party (ies);
  - 8.3.2.** failure by the Lender to obtain other securities or contractual comforts; (c) invalidity of any of the provisions of the Facility Documents;
  - 8.3.3..** any disputes under the Facility Documents;
  - 8.3.4..** death, incapacity, insolvency, re-organization of the Obligors;
  - 8.3.5.** occurrence of an insolvency/ bankruptcy proceeding in respect of the Obligors; or
  - 8.3.6.** any other circumstance which in law purports to release a guarantor from its obligations as a guarantor.

**8.4.** The Guarantor agrees that any amendment or variation of terms and conditions of the Facility Documents and any waivers, relaxations, or extensions granted to the Borrower shall be deemed to have been given or done with the Guarantor's prior knowledge and consent.

## **9. TERMINATION AND RECALL OF THE FACILITY**

**9.1.** This agreement may be terminated by the Lender at any time, with or without assigning any reason, by giving a notice to the Obligors and the Obligors shall repay the entire Outstanding Amounts to the satisfaction of the Lender within 7 (seven) days of the receipt of the notice of termination. Notwithstanding the termination of this agreement, all the provisions of this agreement and the Facility Documents shall continue to be in full force and effect until the repayment of the Outstanding Amounts to the satisfaction of the Lender.

**9.2.** Notwithstanding anything contrary contained in this Agreement, the Borrower agrees that the Facility shall be Repayable on the happening of an Event of Default and the Lender can, at any time, at its sole and absolute discretion, terminate, cancel, withdraw or recall the Facility or any part thereof without any liability and without any obligation to give any reasons whatsoever, whereupon all Outstanding Amounts under the Facility shall immediately become due and payable by the Borrower to the Lender forthwith upon demand made by the Lender.

**9.3.** The Facility is available for utilization solely for the Purpose. If in the opinion of the Lender (which opinion shall be binding and conclusive against the Borrower) the Facility is not used for the Purpose (provided that the Lender shall not be bound to enquire as to, or be responsible for, the use or application of any funds advanced under the Facility), the Lender shall have the right to declare an Event of Default.

## **10. DISPUTE RESOLUTION**

**10.1..** The Facility Documents shall be governed by the laws of India. Disputes in respect of the Facility Documents shall be referred to and finally resolved through arbitration as per the Arbitration and Conciliation Act, 1996. Any dispute shall be referred to a sole arbitrator who shall be appointed by the Lender.

**10.2..** The seat and venue of the arbitration shall be at Ahmedabad, Gujarat. The language of the arbitration proceedings and the award of the arbitrator shall be in the English language. Subject to arbitration, the courts of Ahmedabad, Gujarat shall have exclusive jurisdiction in relation to all matters arising out of the Facility Documents.

**10.3..** The Obligors agrees that the Lender may (at its sole discretion) opt to resolve the dispute or enforce its rights under the Facility Documents in any alternate forum having jurisdiction under applicable law and the Obligors hereby consent to the same.

## **11. MISCELLANEOUS**

### **11.1. Further Assurances.**

**11.1.1..** The Obligors assure to the Lender that they shall perform all acts and deeds and execute, sign, seal and deliver all documents, papers, acknowledgements and representations as may be required by the Lender at any time during the pendency of the Facility with a view to more fully and effectively securing the moneys due and payable or to become due and payable by the Obligors.

### **11.2. Set-off and Appropriations.**

**11.2.1.** The Lender shall be entitled to set-off any money or assets of the Obligors which are lying or secured with the Lender against the Outstanding Amounts. Any payments made by the Obligors/ third parties on behalf of the Obligors or which are recovered from the Obligors or their assets shall be appropriated in a manner deemed fit by the Lender.

### **11.3. Taxes and Charges.**

- 11.3.1.** The Borrower shall bear all direct and indirect taxes including goods and services tax (“GST”) and other imposts, levies, interest (penal or otherwise), and duties including relevant registration and filing charges as may be levied from time to time by any statutory authority and all other costs and expenses whatsoever (including but not limited to any costs and expenses incurred by the Lender or its facility agent) in connection with (i) the application for and the grant and repayment of the Facility (ii) the Facility Documents (iii) enforcing/perfecting rights under the Facility Documents (iv) recovery and realization of all amounts due and payable by the Borrower under the Facility Documents; and (v) the Lender’s representative’s, agent’s or lawyer’s fees and expenses for any of the above.
- 11.3.2.** The Borrower shall bear and promptly pay an upfront non-refundable processing fee as mentioned in the Sanction Letter and statutory levies.
- 11.3.3.** The Borrower hereby authorizes the Lender to adjust the processing fee from the proceeds of the disbursement. The processing fee is non-refundable fee and independent of disbursement/cancellation of the Facility by the Borrower;
- 11.3.4.** All amounts payable by the Obligors to the Lender shall be made free and clear of any encumbrances and shall be paid without deduction/ withholding for taxes or levies and without any set off (except tax deducted at source (TDS), if applicable, for which valid proofs shall be promptly furnished). The Borrower (or such third-party on behalf of the Borrower) shall pay the processing fees, stamp duty, documentation charges, insurance premium, Deficit Utilization Charges (if applicable) to the Lender as and when required by the Lender as explained in detail in Part-5 under Annexure and further as per Schedule 2. The Lender shall be entitled (but not obligated) to deduct these fees and charges from the Facility.
- 11.3.5.** The Borrower agrees to indemnify and keep the Lender indemnified at all times against any and all loss, costs, Charges, expenses and liabilities including penalties with respect to or resulting from delay or omissions to pay any such stamp, registration and similar taxes or Charges. Such stamp, registration and similar taxes or charges (if not paid or reimbursed by the Borrower) shall be deemed to be the amounts outstanding under/in relation to the Facility.
- 11.3.6.** The Borrower shall pay all stamp duty charges and other similar taxes payable in respect of this Agreement and other Facility Documents and indemnify the Lender against any cost, loss or liability that the Lender may suffer, pay or incur by reason of or in connection with all stamp duty charges and other similar taxes payable in respect of this Agreement or any other Financing Document.

#### **11.4. Increased Costs**

- 11.4.1.** If, by reason of (i) any change in law or in its interpretation or administration and/or (ii) compliance with any request from or requirement of the Reserve Bank of India or other fiscal, monetary or other authority (including, without limitation, a request or requirement which affects the manner in which the Lender are required to or does maintain capital resources or reserves having regard to Lender’ obligations hereunder and to amounts owing to it hereunder:
- (i) the Lender incurs a cost as a result of Lender having entered into and/or performing its obligations under this Agreement and/or assuming or maintaining a commitment under this Agreement and/or making an advance hereunder; or
  - (ii) the Lender becomes liable to make any payment on account of tax or otherwise (not being a tax imposed on the net income of the Lender) on or calculated by reference to the amount of the Facility sanctioned or to be sanctioned by the Lender hereunder and/or to any sum received or receivable by it hereunder,
  - (iii) then the Borrower shall, from time to time on demand of the Lender, promptly pay to the Lender amounts sufficient to indemnify the Lender against, as the case may be (1) such cost, (2) such reduction in such rate of return (or such proportion of such reduction as is, in the opinion of the Lender, attributable to its obligations hereunder), (3) such increased cost (or such proportion of such increased cost as is, in the opinion of the Lender, attributable to its funding or maintaining an advance hereunder) or (4) such liability.
  - (iv) The Lender shall also be entitled to recover such increased cost, reduction in rate of return and any such liability incurred by the Lender by deducting an amount equivalent to the same from the subsequent disbursement or drawdown to be made to the Borrower.

#### **11.5. Appointment of Service Providers**

- 11.5.1.** The Lender shall be entitled to appoint service providers and outsource any of its activities (including collections activities) to them. In the event of any grievance in respect of such service providers, the Borrower shall be entitled to contact the Lender directly.

#### **11.6. Confidentiality, Disclosure and Cross-Selling**

The Obligors shall keep and maintain confidentiality of all terms and conditions of the Facility Documents.

- 11.6.1.** The Obligor agrees, accepts and consents for the disclosure and sharing by the Lender or its facility agent of all or any information pertaining to the credit facilities availed from the Lender including any financial information to be disclosed under the Insolvency Code as the Lender may deem appropriate and necessary to disclose and furnish, to the RBI and/ or any agency/ credit bureau authorized in this behalf by the RBI, to information utilities, to its professional advisers and consultants and to its service providers, third-party or otherwise, through written

or oral communication including paper publication (with or without photographs) and/or as required under applicable law, at the order of a court of law, or any statutory, regulatory or supervisory authority of any jurisdiction. Where required under the Insolvency Code or other applicable laws, the Obligors agree to promptly authenticate the financial information submitted by the Lender or its facility agent as and when requested by an information utility or other institution authorised in this regard.

- 11.6.2.** The Lender or its facility agent, their group companies, agents/ representatives would be entitled to provide the Borrower and/ or the Guarantor, its promoters, directors and employees, information on various products, offers, and services through any mode (including through telephone calls/ SMS (“**Short Message Service**”)/ emails).
- 11.6.3.** In the event of a default, the Lender or the RBI shall have an unqualified right to disclose or publish the name and photograph of Obligor and/ or its directors/ partners/ trustees as defaulters (including as willful defaulters/ non-cooperative borrower) in such manner and through such medium as the Lender and/or the RBI in their absolute discretion, may deem fit. The Obligors further agree that the Lender or its facility agent may, as it deems appropriate and necessary disclose and furnish to the Credit Information Bureau (India) Limited (“**CIBIL**”) and any other agency authorized in this behalf by the RBI, all or any of the following:
- (i) information and data relating to the Obligors;
  - (ii) the information or data relating to the facilities availed of/ to be availed, by the Borrower; and
  - (iii) the information and details of the default, if any, committed by the Borrower and/ or the Guarantor, in discharge of the outstanding amounts under the Facility.
- 11.6.4.** The Obligors agrees and undertakes that:
- (i) CIBIL and any other agency so authorized, may use, process the said information and data disclosed by the Lender or its facility agent in the manner deemed fit by them; and
  - (ii) CIBIL and any other agency may furnish for consideration, the processed information, and data or products thereof obtained by them, to banks/ financial institutions and other credit grantors or registered users, as may be specified by the RBI in this regard.
- 11.6.5.** The Obligors hereby agree and confirm that the Lender or its facility agent shall have the right to disclose and share any information pertaining to the Obligor including, but not limited to, credit facility/ies, constitution, net worth, shareholding of the Obligor with (i) any other bank(s)/ financial institution(s); (ii) any agent, contractor, third party service provider or professional advisor (wherever situated) of the Lender or its facility agent; (iii) any person to (or through) whom the Lender assigns or transfers or novates (or may potentially assign or transfer or novate) all or any of its rights or obligations under the Facility Documents; or (iv) any person to whom the Lender or its facility agent is required to make disclosure under the requirements of any law, regulation, guidelines or practice.
- 11.6.6.** The Obligor accepts that the RBI or any other agency so authorized, any statutory, regulatory or supervisory authority, may use, process, disseminate the said information and data disclosed by the Lender or its facility agent in such manner as deemed fit by them in any particular circumstances and shall not hold the Lender or its facility agent responsible or liable in this regard.
- 11.7. Set Off.**
- 11.7.1.** The Lender shall be entitled, without the requirement of any notice, to set-off any assets or monies secured/ lying with the Lender or any monies payable by the Lender to the Borrower against all dues of the Borrower with the Lender. The Lender shall have a right to debit the Current Account for any payment, charges or unpaid dues, etc.
- 11.8. Acceptance**
- 11.8.1.** The Borrower agrees and acknowledges that it has read the entire Agreement, and the duly filled in letters/ undertakings / schedules/ annexures hereto. The Borrower declares that the Borrower shall be bound by all the conditions mentioned herein.
- 11.8.2.** The Borrower further agrees and declares that this Agreement and other documents including but not limited to the Sanction Letter have been explained to the Borrower in the language understood by the Borrower and that the Borrower has understood the entire meaning of various clauses and schedules and annexure forming part and parcel of the Agreement as well as of the other documents signed/ executed by the Borrowers.
- 11.9. Signatures**
- 11.9.1.** The Borrowers hereby represent and warrant the genuineness of the signatures of the authorised signatories of the Borrower, or each of the Borrowers in the event of there being more than one Borrower, as the case may be.
- 11.10. Time is of essence.**
- 11.10.1.** Time shall be of the essence of the Facility Documents. All obligations of the Obligors shall be performed by the Obligors on or before the date so designated. If no date is designated for the performance of any obligation, the same shall be performed within the time provided under law or 3 (three) Business Days from the date when the Lender/facility agent requires the performance of the obligation.

**11.11. Assignment.**

- 11.11.1.** The Borrower shall not transfer or assign any of its rights or liabilities under this Agreement to any Person without the prior written consent of the Lender.
- 11.11.2.** The Borrower agrees that notwithstanding anything to the contrary contained in any document executed under or in relation to this Agreement, the Lender shall have the right to (in full or in part) assign, transfer, novate and / or otherwise securitize its rights or obligations under this Agreement and the other Facility Documents and / or the Outstanding Amounts and/or enter into indemnity or other arrangements for risk sharing, whether with or without recourse to the Lender, to one or more scheduled commercial banks or any other entity, trust, any association whether located / placed in India or outside India as permitted under the Applicable Law without any reference or notice to the Borrower. In such an event, the Obligors agree to perform all obligations to be performed under the Facility Documents in favor of the assignee or transferee.
- 11.11.3.** However, the Borrower shall not claim any privity of contract with any such entity to whom the outstanding and /or the rights or obligations under this Agreement or the other documents in relation to the Facility have been assigned / transferred / novated/ securitized or with whom the Lender have entered into indemnity or arrangements for risk sharing.
- 11.11.4.** Without prejudice to the right of the Lender to proceed against the Borrower under Applicable Law for recovery of Outstanding Amounts, the Borrowers hereby give consent that the Lender will be entitled, subject to Applicable Law, to recover the dues, assign the debt and/or securities and / or initiate proceedings under the provisions of the Code and the Borrowers agree to pay the Lender all cost, charges and expenses incurred in that connection.
- 11.11.5.** The Borrower irrevocably and unconditionally confirms that it shall continue to be bound by the terms of this Agreement and the other documents in relation to the Facility notwithstanding such transfer or assignment by the Lender.

**11.12. Assignment.**

- 11.12.1.** The Obligors hereby request the Lender and its facility agent to rely upon, act or omit to act in accordance with any communication given by email or other electronic means by the Obligors (“**Electronic Instruction**”). The Obligors are aware that such Electronic Instructions involve certain risks including unauthorized alteration of data and/ or unauthorized access by third parties thereof. The Lender and its facility agent shall be entitled to presume the identity/ authority of the Obligors while acting upon such Electronic Instructions.

**11.13. Indemnity.**

- 11.13.1.** The Obligors shall indemnify and hold harmless the Lender and its facility agent and their directors, officers and agents, (“**Indemnified Parties**”) from and against all costs, expenses, direct or indirect claims, liabilities, demands and/ or claims whatsoever, including any third party claims (“**Losses**”) due to any act or omission of the Obligors, occurrence of an Event of Default. Further, the Obligors shall indemnify and hold harmless the Indemnified Parties from and against all Losses due to the Lender acting on any Electronic Instructions of the Obligors.

**11.14. Notices.**

- 11.14.1.** Notices to the Obligors shall be sent to the addresses set out in Schedule 1 and shall be deemed to be delivered (a) on delivery, when delivered personally or when sent by Electronic Instructions; (b) on the third (3rd) day post-dispatch, when sent by post. Notices to the Lender shall be deemed to be received when they are actually received by the Lender. at the following address – Same as Corporate Office address mentioned above

**11.15. Survival of Rights**

- 11.15.1.** The provisions of Clause 11.13 (Indemnity), Clause 11.14 (Notices), Clause 10 (Dispute Resolution) this Clause 11.15 (Survival of Rights) shall survive termination of this Agreement.

**11.16. Severability.**

- 11.16.1.** If any provision of the Facility Documents is unenforceable in any jurisdiction, such provision shall be ineffective to the extent of the un-enforceability in such jurisdiction but that shall not invalidate the remaining provisions of the Facility Documents or affect such provision in any other jurisdiction.

**11.17. Counterparts**

- 11.17.1.** The Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.

**11.18. Amendment**

**11.18.1.** Except to the extent permitted herein, no amendment of any term or provision hereof shall be effective unless made in writing.

**11.19. Waiver.**

**11.19.1.** Any delay or omission by the Lender or its facility agent in exercising any of its rights, powers or remedies under the Facility Documents shall not impair their right, power or remedy or be construed as waiver by the Lender or its facility agent. The acceptance by the Lender of any payment which is less than the full payable amount or other amounts due and owing at such time shall not constitute a waiver of the Lender's right to receive payment in full at any subsequent time.

**11.20. Revision in Rates and Charges.**

**11.20.1.** Notwithstanding anything contained in the Facility Documents, the Lender shall be entitled to increase/ decrease the rate of interest, rate of default interest and applicable fees and charges after giving prior written notice to the Borrower as per applicable law.

**11.21. Vernacular Language.**

**11.21.1.** The contents of the Facility Documents have been explained to the Obligors in a vernacular language or such other language as understood by the Obligors.

**SCHEDULE 1**

**Details of the Borrower and the Co-borrower**

<b>Borrower</b>	
<b>Name of the Borrower</b>	
<b>Constitution</b>	
<b>Registered Address</b>	
<b>Principal Place of Business</b>	
<b>Contact No.</b>	
<b>Email Id.</b>	
<b>Business</b>	
<b>Details of Key Officers</b>	

<b>Co-borrower</b>	
<b>Name of the Co-Borrower</b>	
<b>Address</b>	
<b>Contact No.</b>	
<b>Email Id.</b>	

**Current Account Details**

<b>For the Purpose of Drawing the Facility Amount</b>	
<b>Bank's Account Holder Name</b>	
<b>Account Number</b>	
<b>Bank Name</b>	
<b>Branch</b>	
<b>IFSC Code</b>	

**Details of Guarantors**

**Details of References**

<b>Details of Reference 1</b>	
<b>Name of Reference 1</b>	
<b>Address of Reference 1</b>	
<b>Contact No.</b>	
<b>Email Id.</b>	-

<b>Details of Reference 2</b>	
<b>Name of Reference 2</b>	
<b>Address of Reference 2</b>	
<b>Contact No.</b>	
<b>Email Id.</b>	-

## SCHEDULE 2

### Facility Sanction Terms

<b>Particulars</b>	<b>Details</b>
<b>Date of Facility Agreement</b>	
<b>Place of Execution</b>	Ahmedabad, Gujarat
<b>Facility Application ID</b>	
<b>Assigned Limit</b>	
<b>Tenure</b>	365 days from the date of this Facility Agreement.
<b>Rate of Interest and Computation</b>	Interest to be charged pro-rata for the number of days the Facility is availed, i.e. from the date of disbursement till the time the amount is received by the Lender. This Interest shall be charged to the Overdraft Account on the last day of the month
<b>Primary Repayment Mode</b>	Auto Debit from the Current Account
<b>Secondary Repayment Mode</b>	PDC/ NACH/ ECS
<b>Interest Repayment Details</b>	Interest: Interest shall be payable every month on the 5th of every subsequent month starting from the month of disbursement till the Outstanding Amounts are repaid to the Lender as per the terms of the Facility Documents.
<b>Default Interest and Overdue Charges</b>	0.1% (zero point one percent) per day on the overdue Facility amount + INR 300/- (Rupees Three hundred only) for non-payment of overdue Facility amount on the Due Date and applicable taxes thereon.
<b>Bank Charges</b>	Rs.500/- (Rupees five hundred) + applicable taxes towards each cheque dishonored. Rs. 20/- (Rupees twenty) + applicable taxes towards each dishonor of the ECS/ NACH mandate.
<b>Stamp duty, documentation charges, processing fee and set up fee (including GST)</b>	
<b>Payment of Fees and Charges</b>	Processing fees, stamp duty, documentation charges, insurance premium, etc. shall be charged to the Overdraft Account on the date the Overdraft Account is opened by the Bank and shall be payable by 5th of the subsequent month in which the Overdraft Account is opened. Default Interest and Overdue Charges, Bank Charges charges shall be charged to the Overdraft Account immediately (if applicable) and shall be payable by the 5th of the subsequent month
<b>Current Account</b>	Not applicable
<b>Overdraft Account</b>	As communicated by SBM on the registered Email ID/ Contact No./ Address

## ANNEXURE

### Part-1

#### 1. Disbursement Request Form

- 1.1. For the purposes of Clause 3.3, the Disbursement Request Form will not be considered to have been duly completed unless:
  - 1.1.1. the Disbursement Request Form specifies the amount under the Facility to be disbursed by the Lender and the same is within the Assigned Limit available for drawdown after deducting all the Outstanding Amounts;
  - 1.1.2. the proposed date of Disbursement is a Business Day within the Tenor;
  - 1.1.3. the Disbursement Request Form is given at least 7 (seven) Business Days prior to the proposed date Disbursement;
  - 1.1.4. the Disbursement Request Form specifies that:
    - (i) no Event of Default or potential Event of Default has occurred, is in existence and / or is continuing;
    - (ii) all the representations and warranties are correct, complete and are in full force and effect;
    - (iii) all Conditions Precedent have been fulfilled;
    - (iv) the Borrower is in compliance with the terms and conditions of the Facility Documents;
    - (v) post disbursement conditions with respect to the previous disbursements have been met; and
  - 1.1.5. the Disbursement Request Form sets out the detail(s) of the account into which the proceeds of the Facility are to be credited.  
Further, the Borrower shall ensure that all the Conditions Precedent, have been fulfilled (or waived in accordance with this Agreement) to the satisfaction of the Lender prior to the issuance of the Disbursement Request Form under the Facility.
- 1.2. If the Disbursement Request Form is duly completed and all the terms and conditions mentioned in this Clause, have been complied with, the Lender may at its sole and absolute discretion, disburse to the Borrower the amount of the Facility as set out in the Disbursement Request Form.
- 1.4. Notwithstanding any other provision hereof, the Lender, may at its sole discretion cancel any further disbursement of the Facility. The Lender may also cancel any further disbursement if, in the reasonable opinion of the Lender:
  - 1.4.1. an Event of Default is likely to occur, or has occurred or is continuing or threatened, or which may result from such disbursement or if it becomes unlawful for the Lender to disburse or continue the Facility to the Borrower;
  - 1.4.2. any of the representation and warranties or covenants are not correct, complete or are not in full force and effect;
  - 1.4.3. any event has occurred or is continuing which has or could result in a material adverse effect; or
  - 1.4.4. there is an Applicable Law that restrains, prevents or imposes adverse conditions upon the transactions contemplated by the Facility Documents.
- 1.2. Further, the Borrower shall ensure that all the Conditions Precedent, have been fulfilled (or waived in accordance with this Agreement) to the satisfaction of the Lender prior to the issuance of the Disbursement Request Form under the Facility.
- 1.3. If the Disbursement Request Form is duly completed and all the terms and conditions mentioned in this Clause, have been complied with, the Lender may at its sole and absolute discretion, disburse to the Borrower the amount of the Facility as set out in the Disbursement Request Form.
- 1.4. Notwithstanding any other provision hereof, the Lender, may at its sole discretion cancel any further disbursement of the Facility. The Lender may also cancel any further disbursement if, in the reasonable opinion of the Lender:
  - 1.4.1. an Event of Default is likely to occur, or has occurred or is continuing or threatened, or which may result from such disbursement or if it becomes unlawful for the Lender to disburse or continue the Facility to the Borrower;
  - 1.4.2. any of the representation and warranties or covenants are not correct, complete or are not in full force and effect;
  - 1.4.3. any event has occurred or is continuing which has or could result in a material adverse effect; or
  - 1.4.4. there is an Applicable Law that restrains, prevents or imposes adverse conditions upon the transactions contemplated by the Facility Documents.
- 1.5. The fulfilment or satisfaction of any Condition Precedent may be waived or deferred in writing by the Lender, at its sole discretion, following a written request from the Borrower setting out:
  - 1.5.1. the Condition Precedent in respect of which the Borrower seeks a waiver/deferment, and
  - 1.5.2. the reasons for seeking such waiver/deferment.
- 1.6. The Borrower shall promptly give a notice to the Lender, in writing, of the satisfaction of the Conditions Precedent along with documentary evidence of satisfaction of such Conditions Precedent to be fulfilled by the Borrower or the Lender as the case may be, by issuance of a Conditions Precedent satisfaction notice.
- 1.7. If the Borrower becomes aware of any event or circumstance which will or may prevent any of the Conditions

Precedent from being satisfied, it shall forthwith notify the Lender of the same in writing.

## **1.8 Conditions Precedent**

- 1.8.1. The Borrower and the Lender both shall fulfill each of the Conditions Precedent before the Disbursement within the timelines as prescribed under this Agreement.
- 1.8.2 The Borrower shall provide or ensure that the relevant person provides documents and/ or satisfy the conditions mentioned below:
- (i) The obligation of Lender to make any disbursements under the Facility Documents shall also be subject to the following conditions precedents:
    - a. Borrower shall conform to and meet the minimum creditworthiness requirements as may be specified by Lender. The Lender may make or cause to be made such inquiries as may be deemed fit and proper in their sole discretion, to determine the creditworthiness of the Borrower. The Borrower shall also provide such other information as may be called for by Lender in order to verify its creditworthiness;
    - b. No Event of Default has occurred or is likely to occur.
    - c. After the Facility has been sanctioned by Lender in favor of the Borrower, the Borrower shall produce such evidence satisfactory to Lender of the proposed utilization of the proceeds of the disbursement of the Lender within the time frame specified by Lender, along with the request for release of part of the funds needed by the Borrower for the Purpose mentioned in this Agreement.
    - d. No extraordinary or other circumstances shall have occurred which shall make it improbable for the Borrower to fulfill his/her/their obligations of the terms and conditions contained in the Facility Documents.
    - e. The Borrower shall have satisfied the Lender about the utilization of the proceeds of any prior disbursement.
    - f. The Borrower shall provide evidence or satisfy the Lender to the effect that there is no action, suit, proceeding or investigation pending or threatened by or against the Borrower, Guarantor, before any court of law or Governmental Authority or any other competent authority which might have material adverse effect on the financial and other affairs of the Borrower or the Guarantor.
  - (ii) Notwithstanding anything contained in this schedule, in case any disbursement has been made, the Borrower shall continue to be under obligation to repay the amount so disbursed in terms of the Facility Documents.
  - (iii) The Borrower, as the case may be, shall make delivery of the following, duly stamped (if required) and in a form and substance satisfactory to the Lender:
    - a. Evidence that all consents, resolutions, approvals, authorizations and permissions required for availing of the Facility have been obtained.
    - b. Evidence that all compliance under the Companies Act 2013 has been adhered to;
    - c. Certified true copies of the audited accounts of the Borrower and such other documents as the Lender may deem necessary.
    - d. Evidence, as may be deemed necessary by Lender, including but not limited to an undertaking and indemnity that the Facility or any part thereof shall be used only for Purpose as disclosed by the Borrower in the Disbursement Request Form.
  - (iv) The Borrower hereby agrees to comply with additional conditions if any as specified under this Agreement or any sanction letter.

## **Part-2**

### **2 Representations and Warranties**

- 2.1 The Obligors represent and warrant that, with respect to themselves,
- (i) they are authorized and competent to enter into this agreement and perform all their obligations hereunder (including but not limited to the officers and employees and agents of the Borrower executing this Agreement and the documents to be executed in pursuance hereof, representing and warranting that they have read and understood all the documents and are duly authorized to execute the same, and Lender shall have no cause to make enquiry or satisfy itself independently in this regard) ;
  - (ii) there is no action, suit, proceeding or investigation pending and/or continuing or to the knowledge of the Borrower threatened by or against the Borrower or the property of the Borrower or its directors, key managerial personnel, subsidiaries or group companies before any court of law, Government Authority or

other competent authority which may have a material effect on the financial and other affairs of the Borrower, or which may call into question the validity, enforceability or performance by the Borrower of this Agreement or any of its terms and conditions;

- (iii) neither them nor their directors have been declared as defaulters by any financial institution or regulator
- (iv) that the Borrower has not availed any credit facilities in the form of overdraft/ cash credit from any other financial institution or the banking system and
- (v) the Borrower hereby undertakes and agrees that it will not avail any such facilities or open any current account before the end of the Tenure and receipt of no-objection from the Lender in this regard.

2.2 The Guarantor further represents and warrants that:

- (i) any demand by the Lender hereunder shall be conclusive proof of the Guarantor's liability to pay the amounts so demanded;
- (ii) it shall hold any money received from the Borrower, in trust for the Lender;
- (iii) its claims against the Borrower shall always rank subordinate to the claims of the Lender and it shall not exercise its right of subrogation until all dues of the Borrower have been cleared to the Lender's satisfaction.

2.3 The entry into and performance by the Borrower of the transactions under the Facility do not and will not violate any Applicable Law, its constitutional documents or any agreement or instrument (including without limitation covenants, conditions and stipulations therein) binding upon it or any of its assets or any judgment, order, decree, writ or Governmental Approval or order to which the Borrower is a party or by which it is bound or any consents, Governmental Approvals or waivers, as the case may be, of any Person required to give effect to and complete the transactions contemplated hereunder or any contract or other agreement to which the Borrower may be a party including any Facility Documents or shareholders' agreements;

2.4 The Borrower is carrying out or conducting the Business as per Applicable Law; All corporate and other action on the part of the Borrower, its directors or shareholders or partners or governing body or members, necessary for the due authorization, execution and delivery of this Agreement, and performance of the obligations hereunder, and the documents to be executed in pursuance hereof, has been duly taken and adopted and is in full force and effect;

2.5 The officers and employees and agents of the Borrower executing this Agreement and the documents to be executed in pursuance hereof, has read and understood all the documents and are duly authorized to execute the same, and Lender shall have no cause to make enquiry or satisfy itself independently in this regard;

2.6 No Event of Default or potential Event of Default has occurred and/or is in existence or continuing;

2.7 All factual and other information provided to the Lender was true and accurate as at a date no earlier than the date on which it was provided;

2.8 The Borrower has not received any notice or intimation till date of any proceedings pending and/ or initiated and/ or threatened against the Borrower for or on account of any Taxes or any other sums, which may be due and payable by the Borrower to the Government of India or to any State Government or Government Agency;

2.9 Neither the Borrower is entitled to immunity from suit, execution, attachment or other legal process in the jurisdiction of the Borrower's incorporation.

2.10 This Agreement and the other Facility Documents constitutes, and the exercise of its rights and performance of and compliance with its obligations in relation thereto, will constitute, private and commercial acts done and performed for private and commercial purposes;

2.11 The audited annual accounts of the Borrower for the year(s) as may be specified by the Lender, have been prepared in accordance with applicable accounting principles / standards in force consistently applied and give, in conjunction with the notes thereto, a true and fair view of the financial condition and position of the Borrower during the financial year then ended;

2.12 There has been no material adverse change in the financial condition of the Borrower, nor has any event, which is or may be prejudicial to the interest of the Lender and/or the ability of the Lender to exercise its rights hereunder and or to receive due Repayment and payment of the amounts due by the Borrower under the Facility, has occurred or, in the estimation of the Borrower, is likely to occur, and/or which is likely to materially and / or adversely affect the ability of the Borrower to perform all or any of its obligations under this Agreement.

2.13 No facts, circumstances or events, materially detrimental to the borrowing, the ability of the Borrower to meet its obligations hereunder and/or in respect of the Facility, and/or the financial condition of the Borrower, and/or the ability of the Lender to exercise its rights hereunder and or to receive due Repayment and payment of the amounts due by the Borrower under the Facility, has occurred or, in the estimation of the Borrower, is likely to occur;

2.14 Neither the name of the Borrower nor of any such Borrower's directors or key managerial persons or Guarantor appear in the willful defaulters list or any other list of defaulters published by competent authorities from time to time;

2.15 The Obligors, their affiliates, management, employees, agents, directors, promoter ,will at all times comply with and abide by all Applicable Laws and directions, regulations, circulars and instructions notified or issued by the concerned regulator from time to time including all anti money laundering, anti bribery, sanctions, labour welfare

related and environment protection statutes and provisions;

- 2.16. The Borrower agrees and confirms that it will not 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, taken or omitted by the Lender in terms hereof and/or pursuant hereto and/or to protect any of their interests and rights as the lender or a creditor, and the Borrower hereby expressly waives any right to seek or make any such claim or recovery on any grounds whatsoever;
- 2.17. That it will not utilize the Facility for any activity other than the Purpose as mentioned in the Schedule hereunder.
- 2.18. The Borrower hereby agrees to indemnify the Lender against any costs, fees, charges or expenses that may be incurred by the Lender as a result of breach of any of the representations / warranties set out in this Clause.

### **Part-3**

#### **3 Covenants**

##### **Affirmative Covenants**

- 3.1. The Borrower hereby agrees and undertakes to the Lender and represents that for so long as any of the Outstanding Amounts are due and payable, the Borrower shall:
  - 3.1.1. allow the representative(s) and / or nominee(s) of the Lender to enter into the premises of the Borrower in order to inspect and audit the property, books of account and other relevant accounts, documents and records of the Borrower for the obligations of the Borrower under / in respect of this Agreement. The Borrower shall promptly repay the Lender all costs and expenses incurred in respect of such inspection.
  - 3.1.2. execute in favor of the Lender and / or its nominee(s) such further documents, forms and / or papers as the Lender may in its absolute discretion require in connection with the Facility.
  - 3.1.3. utilize the Facility only for the Purpose.
  - 3.1.4. immediately notify the Lender upon becoming aware of any Event of Default or potential Event of Default.
  - 3.1.5. promptly inform the Lender about any litigation, arbitration, investigative, regulatory or administrative proceeding / action having a material adverse effect on the Borrower's ability to comply with this Agreement or legal validity thereof.:
  - 3.1.6. Maintain adequate and proper books, accounts and records in accordance with generally accepted/ applicable accounting principles, standards and practices, consistently applied;
  - 3.1.7. The Borrower shall take prior permission from the Lender before effecting any significant change in its debt-equity ratio and/or current ratio, inform the Lender of any change in its share holding pattern and/or change in the management.

##### **Negative Covenants**

- 3.2. For so long as any of the Outstanding Amounts are still outstanding, the Borrower shall not, change in its constitution or management without the prior written consent of the Lender:
  - 3.2.1. Effect any merger, amalgamation, reconstruction or consolidation or effect any material change in the management /ownership of the Borrower;
  - 3.2.2. Stand as surety for anybody or guarantee the repayment of any Facility or overdraft or the purchase price of assets; and
  - 3.2.3. Change its material accounting methods or policies followed by the Borrower on the Execution Date, during the currency of Facility unless otherwise required in terms of the prevailing Applicable Law or change in Applicable Law.
  - 3.2.4. Declare or pay dividends in respect of any financial year if an Event of Default has occurred or is continuing or in case there is an asset liability mismatch in the books of the Borrower;
  - 3.2.5. For so long as any of the Outstanding Amounts are still outstanding, the Borrower shall not utilize the Facility for; investments in any company / entity by way of shares, debentures, etc.; and/or subscribing to Initial Public Offerings (IPOs) and for purchase of shares from secondary market.

### **Part-4**

#### **Events of Default**

- 4.1. Subject to the provisions of this Agreement and Clause 6.1, the occurrence of each of the following events, to be determined by the Lender, shall also be considered an Event of Default:
  - 4.1. Breach of any of the covenants mentioned in Clause (Covenants and undertakings) on the part of the Borrower to observe
  - 4.2. If the Borrower defaults/threatens to default, in discharging his liability, under any other agreement or other writing between the Borrower and the Lender or any agreement entered into by the Borrower with the Lender, its subsidiaries and affiliates, or under any other agreement or writing of indebtedness of the Borrower, or under any other agreement with the other creditors or in the performance of any covenant, term or undertaking thereunder, or any indebtedness of the Borrower not being paid when due or any creditor of the Borrower becoming entitled to declare any indebtedness due and payable prior to the date on which it would otherwise have become due or any guarantee or indemnity or collateral given or default by the Obligors in relation to any indebtedness towards other creditors, non-payment of any taxes, any compromise reached by the Obligors with their creditors or admitting

inability in payment of debts by the Obligors or other support agreement entered into by the Borrower not being honored when due and called upon;

- 4.3 Any fraud and misrepresentation by the Borrower or any misleading statement made as to any representation or warranties or any other material statement made in this Agreement or any suppression or concealment of any material fact/ essential information by the Borrower;
- 4.4 Any step is taken, or proceedings started for Borrower's dissolution under the Code or winding-up or for the appointment of a receiver, judicial manager, trustee or similar officer for the Borrower in any manner whatsoever;
- 4.5 Initiation of the creditors process /any arrangement with any creditors with respect to the Borrower;
- 4.6 A receiver is appointed over the whole or any part of the property of the Borrower;
- 4.7 The Borrower ceases to carry on its Business or change its object clause of the memorandum of association without prior consent of the Lender;
- 4.8 If it has become unlawful for the Borrower to carry on its Business;
- 4.9 If there is any failure on the part of the Borrower to pay on any judgment or court order unless pending appeal;
- 4.10 In case in the opinion of the Lender, there has been a material adverse change has occurred, in any of the Borrower's business or financial condition, , such as:
- 4.11 If it is certified by a firm of accountants jointly appointed by the Lender (which the Lender are entitled and hereby authorized to so appoint at any time) that the liabilities of any of the Borrower exceed their respective assets or that Borrower is carrying on its business at a loss;
- 4.12 Sale or curtailment or closure of Borrowers' business;
- 4.13 Adverse action by any regulatory authority;
- 4.14 Action by any class of stakeholders which is likely to significantly impair any of the Borrowers' business; and
- 4.15 Any other event which in the opinion of the Lender is likely to have an adverse effect on the business or business environment of the Borrower.
- 4.16 Any material litigation or proceedings instituted against the Borrower, or an event has occurred which is prejudicial to the interests of the Lender or is likely to adversely affect the ability of the Borrower to perform its obligations under this Agreement.
- 4.17 Any other event occurs which in the sole opinion of the Lender is likely to adversely affect the ability of the Borrower to perform its obligations under this Agreement.
- 4.18 There occurs any event or situation, (including happening of an event which in the opinion of the Lender is a force majeure event) 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, 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 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;
- 4.19 There is any material change in the ownership or management of the Borrower which in the sole opinion of Lender would prejudicially affect the interest of Lender;
- 4.20 The Borrower repudiates this Agreement or does or causes to be done any act or thing evidencing an intention to repudiate this Agreement;
- 4.21 The Borrower misuses the Facility or any part thereof, or using the Facility or any part thereof for any purpose other than for which the Facility has been sanctioned by the Lender;
- 4.22 Any of the promoters/directors or persons holding key management positions (i.e. managing director/chief executive officer and/or directors) of the Borrower is declared as willful defaulter in RBI List of willful defaulters or any other list of defaulters published by competent authorities from time to time.;
- 4.23 Any of the promoters and/or the directors of the Borrower are accused of, charged with, arrested or convicted in a criminal offence involving moral turpitude, dishonesty, bribery or which otherwise impinges on the integrity of such promoter and/or director, including any accusations, material charges and/or convictions of any offence relating to bribery; or
- 4.24 Any force majeure event or an event not in the control of Borrower, for example, riot, war, act of terror, earthquake, flood, fire, industrial disputes, strike or any events of similar nature occur;
- 4.25 If the Borrower fails to inform the Lender of any Event of Default or any potential Event of DefaultIn the event there is a commencement of any action under any RBI guidelines, circulars, directions etc. with respect to the Borrower or any of its subsidiaries or holding company;
- 4.26 If it is certified by a firm of accountants appointed by the Lender (which the Lender are entitled and hereby authorized to so appoint at any time) that the liabilities of the Borrower exceed the Borrower's assets or that the Borrower is carrying on a business at a loss;
- 4.27 If the Borrower fails to comply with the Applicable laws including the regulations, directions, circulars and prudential norms notified by the concerned Regulator.

## Part-5

### 5. Taxes and Charges

- 5.1. If the Borrower fails in defraying the costs, expenses, Charges, duties or fees referred to above as and when required, the Lender may (but is not obligated to) make such payments on behalf of the Borrower. All such payments made by the Lender shall be for the account of the Borrower and the Borrower undertakes promptly on demand, to reimburse the Lender or its authorized agents, representatives, successors and assignees for any such monies so paid, together with the interest thereon at the rate of the Additional Interest over the Applicable Interest Rate until the date such amounts are actually reimbursed by the Borrower. All such costs and expenses shall be part of the 'Outstanding Amounts'.
- 5.2. If the Borrower is required by law to make any such deduction or withholding towards, for or in respect of any tax, the Borrower must:
- 5.3. pay to the Lender any additional amount as may be necessary to ensure that the Lender receives the full amount of the relevant payment as if that deduction or withholding had not been made; and
- 5.4. supply promptly to the Lender evidence satisfactory to the Lender that it has accounted to the relevant Governmental Authority for the withholding or deduction.
- 5.5. Provided that in case the Borrower provides a certificate, within the statutory timelines, evidencing payment of withholding taxes in relation to any payments made to the Lender, it shall not be required to gross up the payments as provided under this clause.
- 5.6. The Borrower shall during the currency of the Facility bear all interest tax as may be applicable or as may be levied by a Governmental Authority in relation to any Interest or other sum paid by the Borrower to the Lender under the Facility. If the Lender are required to make any payment on account of any interest tax in relation to Interest or other sum received or receivable by the Lender hereunder, then the Interest or sum payable by the Borrower 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 been made or required to be made.
- 5.7. If the Borrower is required to make any deduction for or on account of any interest tax (other than statutory deduction of taxes at source) in relation to any Interest or other sum payable to the Lender hereunder, then, in such case, the sum payable to the Lender shall be increased to the extent necessary to ensure that, after making such deduction the Lender receives and retains (without any liability for such deduction) a sum equal to the sum which it would have received and retained had no such deduction been made or required to be made. If the Borrower is required to make any deduction for or on account of any interest tax (other than statutory deduction of taxes at source) in relation to any Interest or other sum payable to the Lender hereunder, then, in such case, the sum payable to the Lender shall be increased to the extent necessary to ensure that, after making such deduction the Lender receives and retains (without any liability for such deduction) a sum equal to the sum which it would have received and retained had no such deduction been made or required to be made.
- 5.8. If there is, at any time, any incidence of any indirect taxes on the Lender directly connected and/or attributable to the Facility, the Lender will notify the Borrower of such incidence of tax and shall be entitled to pass on such incidence to the Borrower. The Borrower shall make payment of such taxes without demur, protest or cavil. Notwithstanding the above, if the Lender makes payment of any such indirect tax, the Lender shall, be entitled to be reimbursed for the same by the Borrower.