

SCHEDULE I**REPRESENTATIONS AND WARRANTIES****1 Authority, Binding Obligations and Non-Conflict**

- 1.1** Where the Obligor(s) is an individual/ are individuals, the Obligor(s) is/are of sound mind.
- 1.2** Where the Obligor(s) is/are a partnership firm or a limited liability partnership firm, the Obligor(s) is/are duly organised and validly existing under the laws of India and the partners and/or the designated partners (as applicable) disclosed to the Lender under the Facility Documents are the only partners and/or the designated partners (as applicable) of the firm.
- 1.3** Where the Obligor(s) is/are company/ies, the Obligor(s) is/are duly organised and validly existing under the laws of India and the directors disclosed to the Lender under the Facility Documents are the only directors of the company.
- 1.4** The entry into and performance by the Obligor(s) of, and the transactions contemplated by, and provision of Guarantee and creation of Security under the Facility Documents, do not and will not conflict with any Applicable Law or any agreement or instruments binding upon the Obligor(s) or any assets of the Obligor(s), and in case where the Obligor(s) is/are a partnership firm or a limited liability partnership firm or a company, do not and will not conflict with or constitute a default or exceed any limitation under any provision or any powers granted under its constitutive documents.
- 1.5** The obligations expressed to be assumed by the Obligor(s) under each of the Facility Documents are legal, valid, binding and enforceable obligations and each Facility Document is within the powers of each Obligor.
- 1.6** Where the Obligor(s) is not an individual, all authorisations required to enable each Obligor(s) to lawfully enter into, exercise its rights and comply with its obligations in the Facility Documents to which it is a party, have been obtained or effected and are in full force and effect.
- 1.7** The Obligor(s) is competent to contract within the meaning of the Indian Contract Act, 1872 and other laws in force and that there is no impediment to its capacity to enter into the Facility Documents with the Lender.

2 No Default

The Obligor(s) represents that: (i) no event or circumstance is outstanding which constitutes an event of default under any agreement or instrument which is binding on the Obligor(s) or to which the assets of the Obligor(s) are subject to, and (ii) no demand/default notice under any Applicable Law and/or any agreement or contract applicable to the Obligor(s) has/have been issued to the Obligor(s).

3 No immunity

Neither the Obligor(s) nor any asset of such Obligor(s) has immunity from the jurisdiction of a court or from legal process.

4 No Proceedings

- 4.1** No litigation, arbitration, investigative or administrative proceedings of or before any court, arbitral body or agency which might affect the financial position of the Obligor(s) have been started or threatened against the Obligor(s).
- 4.2** No criminal proceedings before any court or agency against the Obligor(s) (and, if applicable, its/their partners/designated partners/directors/officers) have been started or threatened against them.

5 Compliance with Applicable Law

Each Obligor are in compliance in all respects with all, and has not breached any, Applicable Laws.

6 Validity and admissibility in evidence

All authorisations required to enable the Obligor(s) (i) to make the Facility Documents to which the Obligor(s) is a party admissible in evidence in its jurisdiction of incorporation; and (ii) for the Obligor(s) to carry on their respective business and to own its property/ assets, in each case, have been obtained or effected and are in full force and effect.

7 No filing or stamp taxes

Other than (i) the payment of stamp duty, (ii) the filings required to be made for the creation and perfection of security as set out in Annexure A and/or the relevant Security Documents, it is not necessary that the Facility Documents be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to the Facility Document or the transactions contemplated by such Facility Document.

8 Solvency

- 8.1** The Obligor(s) (and, if applicable, its/their partners/designated partners/directors/officers) is/are able to, and has not admitted its inability to, pay any amount payable by it to any Person.
- 8.2** The Obligor(s) (and, if applicable, its/their partners/designated partners/directors/officers) is/are not insolvent or bankrupt and, has not commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.
- 8.3** No moratorium has been, or may in the reasonably foreseeable future be, declared in respect of any indebtedness of the Obligor(s).
- 8.4** No application has been filed or other steps have been taken towards initiation of an insolvency process or a fresh start process or other similar process under any Applicable Laws.
- 8.5** Where the Obligor(s) is/are a partnership firm or a limited liability partnership firm or a company, no notice has been issued or steps have been taken or are contemplated in respect of the dissolution or winding-up of the partnership or the limited liability partnership or the company, as the case maybe.

9 Wilful Defaulter

- 9.1** The Obligor(s) has/have not been identified as a wilful defaulter by any scheduled commercial bank, financial institution, the RBI, any financial institution regulatory authority or any other Governmental Authority.
- 9.2** Where the Obligor(s) is/are a partnership firm or a limited liability partnership firm or a company, none of the partners or the designated partners or the directors or the senior executives or other persons in charge and responsible for the management of the affairs, as applicable, of the Obligor(s) or of their Affiliate and subsidiaries has/have been identified as a wilful defaulter by any scheduled commercial bank, financial institution, the RBI, any financial institution regulatory authority or any other Governmental Authority.

10 Information

- 10.1** All information provided by the Obligor(s) for the purpose of the Facility Documents and any other information pursuant to the foregoing is true, complete, accurate and correct in all material respect as on date on which such information is dated or certified or shared with the Lender and is not misleading and the Obligor(s) is/are not aware of any facts or circumstances that have not been disclosed to the Lender and

which might, if disclosed, adversely affect the decision of the Lender considering whether or not to provide finance to the Borrower(s) on the terms set out herein.

- 10.2** Further, since the date the relevant information was given to the Lender, there has been no change in the Obligor(s)' financial circumstances which may have a Material Adverse Effect on the Obligor(s)' ability to meet any of the Obligor(s) obligations towards the Lender.
- 10.3** The Obligor(s) hereby declare that the Phone number as submitted by the Obligor(s) is the same as the one available and registered with the Unique Identification Authority of India ("UIDAI").

11 Financial statements

- 11.1** Where the Obligor(s) is/are a partnership firm or a limited liability partnership firm or a company, the financial statements provided by the Obligor(s) were prepared in accordance with the accounting principles generally accepted under Applicable Law and consistently applied, have been duly audited by its statutory auditors (if any) and gives a true and fair view of its financial condition at the date as of which they were prepared and the results of its operations during the financial year then ended, and it did not have as of such date, any liabilities (contingent or otherwise) which were not disclosed in the financial statements or reserved against therein nor does it have as of date any unrealized or anticipated losses arising from commitments entered into by it which were not so disclosed or reserved against, and there has been no Material Adverse Effect in relation to the Obligor(s) since the date on which such financial statements were drawn.
- 11.2** Where the Obligor(s) is an individual/ are individuals, the cash flow statements provided by the Obligor(s) were prepared in accordance with the accounting principles generally accepted under Applicable Law and consistently applied, have been duly audited by its statutory auditors (if any) and gives a true and fair view of its financial condition at the date as of which they were prepared and the results of its operations during the financial year then ended, and it did not have as of such date, any liabilities (contingent or otherwise) which were not disclosed in the cash flow statements or reserved against therein nor does it have as of date any unrealized or anticipated losses arising from commitments entered into by it which were not so disclosed or reserved against, and there has been no Material Adverse Effect in relation to the Obligor(s) since the date on which such cash flow statements were drawn.

12 Taxes

- 12.1** The Obligor(s): (i) does not have any proceedings pending before, or claims due to, any tax authority, (ii) has generally complied in all respects with all Tax laws in all jurisdictions in which it is subject to Tax, has filed all Tax returns and paid all Taxes and statutory dues due and payable by him, her, it or them, (iii) to the extent any Taxes are not due, has established reserves that are adequate for the payment of those Taxes and statutory dues, (iv) has made himself, herself, itself or themselves aware of all Tax implications and his, her, its or their reporting and disclosure obligations relating to the execution, delivery and performance of the transactions contemplated by the Facility Documents and has complied with and will comply with all reporting, disclosure, taxation, exchange control, legal and regulatory requirements applicable to him, her, it or them in relation thereto.
- 12.2** Where the Obligor(s) is/are an individual, he/she/they confirm that he/she/they are a citizen of India and a resident and ordinarily resident for the purposes of the Income Tax Act, 1961.
- 12.3** The GST registration number (where applicable) provided by it/them is/are true and correct.

13 Various confirmations

- 13.1** Where the Obligor(s) is/are a partnership firm or a limited liability partnership firm or a company, no chairman or managing director or other director of any bank or scheduled cooperative bank or directors of subsidiaries of banks or scheduled co-operative banks or trustees of mutual funds/ venture capital funds set up the banks in India hold a substantial interest in the Obligor(s), any Subsidiary of the Obligor(s).

- 13.2** Where the Obligor(s) is/are a partnership firm or a limited liability partnership firm or a company, no relative of the chairman or managing director or other director of any bank or scheduled co-operative bank or subsidiaries of the banks or scheduled co-operative banks or trustees of mutual funds and venture funds set up any bank in India is interested as a 'trustee', 'major shareholder', or as a director or as a guarantor, or is in 'control' in the Obligor(s), any Subsidiary of the Obligor(s) and should this not hold true at any time, the Lender will be entitled to revoke and/or recall the Facility.
- 13.3** Where the Obligor(s) is/are a partnership firm or a limited liability partnership firm or a company, no director or the designated partner (as applicable) of the Obligor(s) or director of the Subsidiary of the Obligor(s), is a relative of any senior officer of the Lender.
- 13.4** Where the Obligor(s) is/are a partnership firm or a limited liability partnership firm or a company, no senior officer of the Lender or its relative hold any substantial interest/ benefit in the Obligor(s) or any Subsidiary of the Obligor(s) and should this not hold true at any time, the Lender will be entitled to revoke and/or recall the Facility.

SCHEDULE II**COVENANTS AND UNDERTAKING****1 Authorisations**

Where the Obligor(s) is/are a partnership firm or a limited liability partnership firm or a company, (i) the Obligor(s) shall not amend or modify its constitutive documents in any manner that affects the rights of the Lender under the Facility Documents without the prior written consent of the Lender; and (ii) the Obligor(s) shall not permit, or take any steps for, the dissolution/winding-up or reconstitution of the partnership firm or the limited liability partnership firm or the company, as applicable, without the prior written consent of the Lender.

2 Residence and address

2.1 Where the Obligor(s) is an individual/ are individuals, the Obligor(s) shall remain a 'resident in India' for the purposes of the Income-Tax Act, 1961, till the time he/she/it/they has/have discharged its/their obligations under the Facility Documents, to the satisfaction of the Lender.

2.2 The Obligor(s) shall notify the Lender in writing of any change in the Obligor(s) notice details and particulars, if any. Without prejudice to the foregoing, the Obligor(s) shall inform the Lender of any changes to its residential status and/or any restrictions that have been or are imposed upon the Obligor(s) with regard to the Facility, the Guarantee and/or the Security.

3 Drawdown, Payment and Statements

The relevant Obligor(s) shall: (i) only use the proceeds of the Facility for the End-Use set out in the Facility Documents and shall not use the proceeds of the Facility for any unlawful or anti-social purposes or in any manner that could result in a breach of any Applicable Law or the Facility Documents and shall timely submit an End-Use certificate in such form and manner upon request by the Lender; (ii) ensure that all Statements furnished by the Lender pursuant to the Facility Documents shall be binding on the Obligor(s) and shall be conclusive as to the correctness of the amounts and value of the Security mentioned therein and shall not be questioned or disputed by the Obligor(s) on any ground whatsoever; and (iii) ensure that all payments made by the Obligor(s) to the Lender are in compliance with all Applicable Laws and in particular, such payments are not subject to any clawbacks on account of preference, undervalue or any similar grounds under any Applicable Law.

4 Borrower's Bank Account and Payment Instruction(s)

The Borrower(s) shall (i) not close or issue any instructions for the closure of the Borrower's Bank Account(s) or without the prior written consent of the Lender; (ii) not commit or omit to do any act, agreement or thing which may entitle its bank to close or suspend the Borrower's Bank Account; (iii) not claim that any Payment Instruction is invalid; (iv) ensure availability of funds in the Borrower's Bank Account, in respect of which the Payment Instructions, if any, have been made; and (v) not issue any notice instructing the Lender not to present any such Payment Instruction(s), if any, towards payment of any instalment or other Outstanding.

5 Wilful defaulter

Where the Obligor(s) is/are a partnership firm or a limited liability partnership firm or a company, such aforesaid Persons and/or their Affiliate and subsidiaries shall not induct any person as a partner or a designated partner or a director or a senior executive or a person in charge and responsible for the management of the affairs, as applicable, who has been classified as a wilful defaulter by any scheduled commercial bank, financial institution, the RBI, any financial institution regulatory authority or any other Governmental Authority.

6 Information Covenants

The Obligor(s) shall promptly inform the Lender in writing of the following: (i) occurrence of any event which is likely to render any of the representations and warranties as set out in the Facility Documents untrue, inaccurate or invalid; (ii) occurrence of any material change in any information provided by the Obligor(s) to the Lender in connection with the Facility, the Guarantee and/or the Security; (iii) occurrence of any change in the information provided to the Lender pursuant to the KYC process and/or any risk assessment taken by the Lender; and (iv) any substantial change in its ownership or management (whether legal or beneficial) (or, where the Obligor(s) is/are a partnership firm or a limited liability partnership firm, of any changes which may take place in the partnership or designated partners, as applicable), which in any manner affects the rights of the Lender under the Facility Documents).

7 Tax

The Obligor(s) agrees that if the GST registration number (where applicable) is not provided or is incorrect, then the relevant GST authority may not grant GST input credit to the Obligor(s). Pursuant to this, the Taxes (if any) as may be levied by the relevant GST authority in connection with the Facility shall be borne solely by the Obligor(s).

8 Further Assurances

- 8.1** The Obligor(s) shall do all such things, execute or accept all such instruments, documents, forms, instructions and writings and provide all such information as the Lender may require from time to time in connection with, the Facility, the Guarantee and/or the Security.
- 8.2** The Obligor(s) further agree that if any Obligor(s) shall be found not to be liable to the Lender in law by reason of incapacity to borrow or to contract or for any other reason, the Obligor(s) shall nevertheless be liable to indemnify the Lender and to pay the Lender all the sums that would have been otherwise recoverable by the Lender from the Obligor(s).
- 8.3** Upon the occurrence of an Event of Default, the Obligor(s) shall promptly take all such actions, make such payments and execute such documents as may be necessary or desirable to ensure that the Lender shall be entitled to the Guarantee, and all accretions in respect of the Security and/or its associated collateral.

9 Miscellaneous

- 9.1** The Obligor(s) shall have no right of lien or right to set-off (whether under law or contract or otherwise) upon any money against/towards the Outstandings.
- 9.2** The Obligor(s) confirm that it shall be the sole responsibility of the Obligor(s) to settle any disputes/objections that may be raised by any joint account holder of any bank account or of any securities related account of an Obligor(s) and the Lender shall not be made a party of any such dispute. Further, the Obligor(s) shall ensure that the rights of the Lender shall not be prejudiced or affected pursuant to any such dispute.
- 9.3** The Obligor(s) agree to fully cooperate and provide necessary information to the Lender in order for the Lender to comply with the provisions of Chapter IX (*Requirements/obligations under International Agreements – Communications from International Agencies*) of the KYC Master Directions.
- 9.4**