



Unsecured Business Loans

Facility Agreement

Application ID	
Borrower Name	
Co-Borrowers	
Sanction Amount	
Tenure & Rate of Interest	
Borrower Address	
Branch / City	

Vernacular Undertaking

Language	Declaration	Signature
English	I have understood all the terms and conditions of the agreement which have been explained to me in the language that I understand	
Hindi	मैंने अनुबंध के नियम व शर्तें समझ ली हूँ, जो मुझे अपनी ज्ञात भाषा में समझाए गए हैं.	
Tamil	ஒப்பந்தத்தின் விதிமுறைகள் மற்றும் நிபந்தனைகள் அனைத்தும் எனது மொழியில் விவரிக்கப்பட்டது. அதை நான் புரிந்து கொண்டேன்.	
Malayalam	എനിക്കു മനസ്സിലാക്കുന്ന ഓഷയിൽ എനിക്കു വിശദീകരിച്ചു തന്ന കരാറിന്റെ എല്ലാ വ്യവസ്ഥകളും ഉപാധികളും എനിക്കു മനസ്സിലാക്കുകയുണ്ടായി.	
Telugu	అనుబంధంలోని నియమ నిబంధనలన్నీనీ నేను అర్థం చేసుకున్నాను మరియు వాటిని నాకు అర్థమయ్యే భాషలో వివరించబడ్డాయి.	
Kannada	ನಾನು ಒಪ್ಪಂದದ ಎಲ್ಲಾ ನಿಯಮ ಮತ್ತು ನಿಬಂಧನೆಗಳನ್ನು ತಿಳಿದುಕೊಂಡಿದ್ದು ಅವನ್ನು ನನಗೆ ತಿಳಿಯುವ ಭಾಷೆಯಲ್ಲಿ ನನಗೆ ವಿವರಿಸಲಾಗಿದೆ.	
Marathi	मला करारनाम्याच्या सर्व अटी व शर्ती समजल्या आहेत, ज्या मला कळणाऱ्या भाषेमध्ये समजावून सांगण्यात आल्या आहेत.	
Gujarati	મેં કરારના મને સમજાય તે ભાષામાં સમજાવવામાં આવેલા સર્વ નિયમો અને શરતો સમજી લીધા છે.	
Oriya	ମୁଁ ଏହି ରାଜିନାମାର ସମସ୍ତ ସର୍ତ୍ତ ଓ ନିୟମାବଳି ବୁଝିଛି, ଯାହାକି ମୋତେ ମୁଁ ବୁଝୁଥିବା ଭାଷାରେ ବୁଝାଇ ଦିଆଯାଇଛି ।	
Konkani	माका सदसता त्या भाशेन कराराचो सोंगळ्या अटी व सर्ती स्पष्ट करोन सांगल्या आनी त्या माका कळल्या आसा.	
Punjabi	ਮੈਂ ਇਕਰਾਰਨਾਮੇ ਦੇ ਸਾਰੇ ਨਿਯਮਾਂ ਅਤੇ ਸ਼ਰਤਾਂ ਨੂੰ ਸਮਝ ਲਿਆ ਹੈ ਜੋ ਮੇਰੀ ਸਮਝ ਵਿੱਚ ਆਉਣ ਵਾਲੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮੈਨੂੰ ਵਿਆਖਿਆ ਸਹਿਤ ਸਮਝਾ ਦਿੱਤੇ ਗਏ ਹਨ ।	
Bengali	আমি চুক্তির সমস্ত নিয়ম ও শর্ত বুঝেছি, যা আমার বোধগম্য ভাষায় আমাকে বিশ্লেষণ করা হয়েছে ।	
Assamese	মই এই চুক্তিৰ সকলো নিয়ম আৰু চৰ্ত বুজি পাইছো আৰু এইবিলাক মই বুজি পোৱা ভাষাত যোক বুজাই দিয়া হৈছে ।	
Urdu	میں نے اقرار کیا ہے کہ تمام شرائط و شرائط کو سمجھ لیا ہے جو میری سمجھ میں آنے والی زبان میں مجھے سمجھا دیئے گئے ہیں۔	

STANDARD TERMS (Unsecured Term Loan Facility)

The Borrower may apply for one or more loans by submitting the Application Form(s) and Unity Small Finance Bank Limited a company incorporated under the Companies Act, 2013 and a banking company within the meaning of Banking Regulation Act, 1949, having corporate identification number U65990DL2021PLC385568 and registered office at 40, Basant Lok, Vasant Vihar New Delhi-110057 and a branch office amongst other places at the place as mentioned in the Schedule I (hereinafter referred to as "the Bank") may agree to grant such loan(s) (each a "Loan") that are or will be governed by these terms and conditions ("Standard Terms") read together with the Application Form/Sanction Letter(s), Drawdown Request(s) and MITC as exchanged between the parties (together referred to as "Transaction Documents").

1. Applicability:

- 1.1 The Standard Terms set out hereunder, shall if the Application Form/MITC Letter so provides, be applicable to the Facility provided by the Bank.

2. Definitions:

- 2.1 In these Standard Terms unless there is anything repugnant to the subject or context thereof, the expressions listed below, if applicable, shall have the following meanings:

- i. **"Account"** means the bank account where the Loan disbursement is requested and more specifically provided under the Sanction Letter or Drawdown Request;
- ii. **"Anti-Money Laundering Laws"** shall mean all applicable financial record keeping and reporting requirements and money laundering statutes and rules and regulations thereunder and any related or similar rules, regulations or guidelines, which in each case are issued, administered or enforced by any governmental agency having jurisdiction over the Borrower, or to which the Borrower is subject and any regulation issued by the RBI and applicable to banks in India in relation to the prevention of money laundering, which is binding on the Borrower and/or Bank.
- iii. **"Anti-Bribery and Corruption Laws"** shall mean the Foreign Corrupt Practices Act, 1977, the UK Bribery Act of 2010 or any similar laws, rules or regulations issued, administered or enforced by the United Kingdom, the United States of America, the European Union or any of its member states, or any other country or governmental agency having jurisdiction over the Borrower or any other member of the group.
- iv. **"Agreement"** shall mean this unsecured term loan facility agreement and include all supplements, amendments, modifications, variations made thereto from time to time.
- v. **"Applicable Law"** shall mean any statute and law promulgated by the parliament of India and shall also include all laws, rules, regulations, ordinances, judgments, orders, decrees, authorisations, or any published directives, guidelines, requirements or governmental restrictions having the force of law including but not limited to Anti Money Laundering Laws and Anti Bribery and Corruption Laws, or any determination by, or interpretation of any of the foregoing by, any regulatory, legal, statutory, quasi-judicial, judicial authority, whether in effect as of the date of this Guarantee or thereafter and each as amended from time to time.
- vi. **"Authority"** includes any (a) court, tribunal; (b) government owned body, department, commission, authority, tribunal, agency, entity, statutory body, or central Bank (c) national, supranational, regional, central, state, city, municipal or local government, governmental authority or political subdivision thereof, having or purporting to have jurisdiction; or (d) any agency or instrumentality of any of the authorities referred to in (a), (b) or (c) above, which exercises executive, legislative, judicial, regulatory, or administrative functions.
- vii. **"Application Form"** means the loan application form submitted by the Borrower to the Bank for applying and availing of the Facility,

together with all other information, particulars, clarifications and declarations, if any, furnished by the Borrower or any other persons from time to time in connection with the Facility; (this document will be taken by the Borrower / Co – Borrower / Guarantors Separately).

- viii. **"Availability Period"** means the period of 1 (one) month from the date of sanction of the Facility (or such extended date as may be approved by the Bank, in its sole discretion);
- ix. **"Bank"** means Unity Small Finance Bank Limited and shall include its successors and assigns;
- x. **"Borrower"/ "Obligor"** means jointly and severally each applicant and co- applicants and or Co-Borrower (if any) and the term shall include their successors and permitted assigns;
- xi. **"Business Day"** means a day on which the banks in place where the branch office of the Bank is located are open for business, excluding second and fourth Saturday, Sunday and Public Holidays under Negotiable Instruments Act, 1881;
- xii. **"Penal Charges"** means all costs, penalties, fees, charges, fines and expenses (including legal fees, stamp duties and other expenses) arising out of or in connection with a default in payment of all or any part of the Facility Obligations;
- xiii. **"Default Interest"** means the rate of interest stipulated in MITC which is applicable in addition to the Interest Rate upon default in payment of all or any part of the Facility Obligations.
- xiv. **"Drawdown Request"** means a request from the Borrower in a form and manner acceptable to the Bank for seeking disbursement of Loan;
- xv. **"Drawing Power"** means the threshold limit(s) assessed by the Bank, in its sole discretion from time to time, which shall be within the overall sanctioned limit and shall determine the amount of drawdown that can be requested by the Borrower at any given time under the Facility;
- xvi. **"Due Date"** means the due dates for repayment/repayment date of the Facility Obligations as mentioned in Schedule I and/or in the repayment schedule provided by Bank to the Borrower;
- xvii. **"Facility/Credit Facility"** means a term loan facility;
- xviii. **"Increased Costs"** means
 - a) a reduction in the rate of return from the Loan(s) or on the Bank's overall capital (including as a result of any reduction in the rate of return on capital brought about by more capital being any additional or increased cost including provisioning as may be required under or as may be set out in RBI regulations or any other such regulation from time to time; or
 - b) a reduction of any amount due and payable under the Transaction Documents;
- xix. **"Loan"** means each disbursement made under the Facility;
- xx. **"MITC"** means the most important terms and conditions reiterated by the Borrower at the time of availing the Facility;
- xxi. **"OTP"** shall mean one time password sent to the Borrower's cell phone/ registered mobile number/ email address for the purpose of authentication.
- xxii. **"Portal"** shall mean such platform or portal as described in the Transaction Documents, if any;
- xxiii. **"Purpose and end use"** shall have the same meaning as is provided in the Transaction documents;
- xxiv. **"Sanctioning Authority"** includes the Reserve Bank of India, Office of Foreign Assets Control of the Department of Treasury of the United States of America, the United Nations Security Council, the European Union, Her Majesty's Treasury of the United Kingdom or any combination of the foregoing; and
- xxv. **"Tenure"** means the period provided as such under the Sanction Letter/under this agreement required to be allocated by the Bank); Form(s) and Unity Small Finance Bank Limited "Bank") may agree to grant such loan(s) (each a "Loan") that are or will be governed by these terms and conditions ("Standard Terms") read together with the Application Form/Sanction Letter(s), Drawdown Request(s)

and MITC as exchanged between the parties (together referred to as "Transaction Documents").

2.2 Interpretation

In this Facility Agreement, unless the context otherwise requires:

- (a) Any reference to Clauses, Schedule or Schedule I are to be construed as references to the clauses, schedules or Schedule I of this Facility Agreement.
- (b) Any reference to any statute means and includes the rules, bye-laws, regulations, notifications, guidelines, and/ or circulars issued thereunder.
- (c) Terms defined in this Facility Agreement by reference to any other agreement, document or instrument shall have the meanings assigned to them in such agreement, document or instrument as amended, replaced, novated or supplemented.
- (d) Any reference to any statute or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented, extended or re-enacted, and any reference to a statutory provision shall include any subordinate and delegated legislation (whether by way of rules, notifications, bye-laws, guidelines) made from time to time under that provision.
- (e) The terms referred to in this Facility Agreement shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meaning ascribed to them under the Applicable Law.
- (f) A default (other than an Event of Default) is continuing if it has not been remedied and an Event of Default is continuing if it has not been waived.
- (g) Words denoting the singular shall include the plural and vice-versa.
- (h) Headings, subheadings, titles, subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Facility Agreement or the Annexures hereto and shall not be taken into consideration in its interpretation or construction.
- (i) The words "include" and "including" are to be construed without limitation.
- (j) Any reference to 'days' means calendar days and any reference to month is English calendar month, subject to the requirement specified under Clause 2.6 (b).
- (k) The decision of Bank, with respect to (i) the materiality of any action or inaction under the Facility Documents, (ii) whether any action or inaction is in the ordinary course of business, or (iii) the reasonableness, correctness or propriety of any matter, including any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, or default, shall be final and binding on the Parties.
- (l) If there is more than one Borrower mentioned in Schedule I hereunder written, wherever the context so requires, the word "Borrower" shall be construed as "Borrowers" and the grammar and construction of every concerned sentence shall be deemed to be appropriately amended so as to indicate more than one Borrower. Similarly, if there is more than one Guarantor, wherever the context so requires, the word "Guarantor" shall be construed as "Guarantors" and the grammar and construction of every connected sentence shall be deemed to be appropriately amended so as to indicate, more than one Guarantor.
- (m) References to the masculine gender include references to the feminine gender and the neutral gender and vice-versa.
- (n) Each of the rights, powers and remedies given to Bank under the Facility Documents are in addition to all other rights, powers and remedies given to it by virtue of the Facility Documents or any Applicable Law.
- (o) The liabilities and obligations of the Borrower to Bank include all of its past, present and future, actual and contingent liabilities and obligations to Bank.

3. Sanction and Disbursement:

The Bank may agree to grant the Facility to the Borrower on the basis of the information and representations provided in the Application Form and other Transaction Documents. The Bank shall not be obliged to provide any written acceptance to the request of the Borrower as

contained in the Application Form or any other Transaction Documents, and may do so by disbursement of a Loan (or a part thereof) requested there under by the Borrower. Grant of the Facility and acceptance of the Borrower's request shall be at the absolute discretion of the Bank and the Bank shall not be required to notify any rejection of the Application Form to the Borrower.

- 3.1 The Borrower may request for disbursement only if (a) no Event of Default or potential event of default has occurred or is continuing, (b) Drawdown Request during Availability Period for an amount not exceeding the Drawing Power has been submitted by the Borrower and (c) no material adverse event in the opinion of the Bank has occurred.
- 3.2 The Borrower's request for the Facility under the Application Form and each Drawdown Request shall be irrevocable unless rejected by the Bank.
- 3.3 In the event that the Bank accepts the Borrower's request for the Facility and sanctions the Facility, the Bank may, subject to satisfaction of all the conditions precedents, disburse Loan(s) into the Account and the Borrower confirms that the Loan shall be utilized only for the Purpose and subject to the terms under the Transaction Documents. Any such disbursement made by the Bank into the Account (whether in the name of the Borrower or any third party) shall be a Loan under this Facility. Bank shall not be responsible for any dispute between Borrower and any such third party. Facility and sanctions the Facility, the Bank may, subject to satisfaction of all the conditions precedents, disburse Loan(s) into the Account and the Borrower confirms that the Loan shall be utilized only for the Purpose and subject to the terms under the Transaction Documents. Any such disbursement made by the Bank into the Account (whether in the name of the Borrower or any third party) shall be a Loan under this Facility. Bank shall not be responsible for any dispute between Borrower and any such third party.

4. Term

The term of the Facility shall be such period as provided in Most Important Terms & Conditions ("Term").

5. Interest and other charges:

- 5.1 The Loan(s) under the Facility shall carry interest at the rate specified in the Transaction Documents.
- 5.2 In case of an Event of Default, Borrower will, to the extent permitted by law, be required to pay interest (before as well as after judgment / award) on the overdue amount to the other party on demand, for the period from (and including) the original Due Date for payment to (but excluding) the date of actual payment, at the **Default Rate**.
- 5.3 The Borrower acknowledges and agree that
 - (i) the rates of interest specified in the Transaction Documents are reasonable and that they represent genuine pre-estimates of the loss expected to be incurred by the Bank in the event of non-payment of any monies by the Borrower; and
 - (ii) the rate of interest payable by the Borrower shall be subject to change prospectively based on the monetary policies as may be changed by the Reserve Bank of India and other factors impacting the interest rates.
- 5.4 The Borrower shall bear all income tax, service tax, and all other imposts, duties including stamp duty and relevant registration and filing charges in connection with the Facility and /or Transaction Documents (as applicable). If any such cost is incurred or paid by the Bank, Borrower shall forthwith reimburse the same. In the event of the Borrower failing to pay the monies referred to above, the Bank shall be at liberty (but shall not be obliged) to pay the same by directly debiting the account of the Borrower or otherwise. The Borrower shall promptly and without any demur, reimburse all such sums paid by the Bank.
- 5.5 In default of payment of interest as stated above, the same shall be capitalised and added to the principal and shall be treated as an advance to the Borrower and the Bank shall be entitled to charge interest at the aforesaid rate on the debit balance / outstanding capitalised as aforesaid.

6. Payments:

- 6.1 The Borrower shall make each payment under the Transaction Documents on or before the respective Due Date. No Due Date shall exceed the Tenure of the Facility.
- 6.2 If the respective Due Date is not a Business Day, then the Borrower agrees that the payment shall be made on the preceding Business Day.
- 6.3 The Borrower shall not (without the prior approval of the Bank and subject to (i) payment of prepayment premium and (ii) giving a prior written notice, each as may be prescribed by the Bank), prepay the outstanding principal amounts of any of the Loan(s) in full or in part, before the Due Dates.
- 6.4 All payments shall be made in freely transferable funds without any set off, counter claim or any deduction (except to the extent that the Borrower is required by law to make payment subject to any tax deduction at source under the applicable law). In case any such deductions are made the Borrower agrees to deliver to the Bank, within the statutory time frame prescribed under the law or 20 (twenty) days of the payment being made, whichever is earlier, satisfactory evidence that the tax has been deducted at source and duly remitted to the appropriate authority.
- 6.5 Notwithstanding anything to the contrary, the Bank may, at any time, without assigning any reason, cancel the undisbursed portion of the Facility and can also recall any or all portion of the disbursed Loan on demand.
- 6.6 The Borrower shall make repayment of the principal and the interest amount as per the repayment schedule issued by the Bank from time to time.
- 6.7 The aforesaid repayment schedule maybe in the form of amortization of Facility wherein the principal and interest is repaid over the Tenure of the Facility by way of installments (which may or may not be equal).
- 6.8 The Borrower may not re-borrow any part of the Facility which is repaid. Any amount repaid or prepaid shall reduce the limits available for drawdown.

7. Pre-payment

The Borrower shall be entitled, by notice of not less than 15 (fifteen) days to Bank, to prepay all or part of the Facility Obligations, subject to payment of Prepayment Charges on the prepaid amount. Any notice of prepayment under this Facility Agreement shall be irrevocable. There shall be no pre-payment or foreclosure charge if all the Borrowers are natural persons, and the Interest Rate for the Facility is levied on a floating basis. It is hereby further clarified that waiver of foreclosure charges/ Prepayment Charges is available only in respect of floating rate term loan availed by natural persons in their individual capacity, and not as proprietors or partners of a firm. Where the Facility is availed jointly with a Co-Borrower(s) all persons who are party to the Facility, whether as Borrower or Co-Borrower, shall be natural persons within their individual capacity and not as a proprietor/ partner of a firm, in order to avail waiver of foreclosure charges/ Prepayment Charges.

8. Renewal and Modification of Facility

- I. At the Borrower's request (in the form prescribed by Bank), Bank may, at its sole discretion, modify the terms of the Facility, enhance the Facility Amount, renew or extend the Facility for an additional term, or revise, vary or postpone the payment schedule, set out in Schedule I, on such terms and conditions as may be decided by Bank, by way of a renewal or extension letter and/or other documents as may be required by Bank including supplemental sanction letters ("**Supplemental Documents**").

Upon such renewal or extension or modification or enhancement by Bank, all the existing Facility Documents ("Existing Facility Documents") shall remain valid and shall continue to be binding upon the Borrower with the modifications or amendments as made to them by way of the Supplemental Documents. All Supplemental Documents shall form an integral part of this Facility Agreement and other Existing Facility Documents. In case of any inconsistency between the Existing Facility Documents and any of the Supplemental Documents, the provisions of

Supplemental Documents shall prevail to the extent of inconsistency or repugnancy in relation to the matters sought to be amended, revised or varied therein.

9. Bank's Right

- 9.1 Bank may at its sole discretion:
 - i. revise or reschedule the repayment terms for the Facility Obligations, however the Borrower shall be intimated in writing of the same;
 - ii. have the right to store financial, identity and other data/information of the Borrower in connection with the Facility Obligations.
 - iii. be entitled at its absolute discretion and in the manner it deems fit to disclose/publish any information about the Borrower, the Facility ,relationship with Bank and/ or any default committed by the Borrower in repayment of Facility Obligations to its holding company, other branch offices, Affiliates, RBI, Banks, other financial institutions, CIBIL, its auditors, any refinancing agency or any third parties including rating agencies as Bank may, in its sole and exclusive discretion, deem fit and proper. Bank shall also be entitled to seek and receive any information as it deems fit in connection with the Facility and/ or the Borrower from any third party;
 - iv. have the right to inspect books of accounts and other records maintained by the Borrower; and
 - v. have the right to obtain refinance against the Facility as it may consider appropriate.
- 9.2 In any legal proceedings or actions arising from or in connection with this Facility Agreement, the entries made by Bank in the accounts with their usual practice shall in the absence of manifest error be conclusive evidence of the existence and amount of the obligations of the Borrower as therein recorded. Any certification or determination by **Bank** of a rate or amount under the Facility Documents is in the absence of manifest error, conclusive evidence of the matters to which it relates.

10. Conditions Precedent

10.1 CONDITIONS PRECEDENT TO DISBURSEMENT

Conditions Precedent for the first disbursement: In addition to the requirements under Clause 5.2, the first disbursement under the Facility shall be subject to the Borrower having been provided the following to Bank's satisfaction:

- (a) a duly executed counterpart of this Facility Agreement and such other documents as required by Bank including the End Use certificate set out in Schedule III herein and the Ancillary Documents;
- (b) If the Borrower is a Company;
- (c) a certified copy of the board resolution of the Borrower authorizing the availing of the Facility and execution of the Facility Documents;
- (d) certified copy of the shareholders' resolution of the Borrower under section 180(1)(c) of the Companies' Act, 2013 for the Facility, if applicable;
- (e) certificate from the authorized Person of the Borrower certifying that the availing of the Facility by the Borrower will not cause any borrowing or any other similar limit binding on such Borrower to be exceeded and a declaration of any existing credit facilities;
- (f) Such other board resolutions and general meeting resolutions as may be required by Bank in respect of the Facility;
- (g) a certified copy of the constitutional documents of the Borrower, if applicable;
- (h) a list of signatories and their specimen signatures authorized by the Borrower to operate the Facility including execution of any Disbursement Request Form;
- (i) a certificate of Incumbency substantially in the form set forth in Schedule IV;
- (j) audited financial statements of the Borrower for the previous year as requested by Bank, if applicable;
- (k) latest quarterly audited/unaudited financial statements of the Borrower as requested by Bank;
- (l) due diligence report in the format given as per the RBI notification (notification no. DBOD No. BP. BC.94/ 08.12.001/2008-09) on Lending

under Consortium Arrangement/Multiple Banking Arrangements dated September 19, 2008, on such frequency as the Bank may require in the context of the Facility;

- (m) a declaration about the credit facilities already enjoyed by the Borrower from other banks in format prescribed under RBI notification (notification no. DBOD No. BP. BC.94/ 08.12.001/2008-09) on Lending under Consortium Arrangement/Multiple Banking Arrangements dated December 08, 2008;
- (n) shall obtain Legal Entity Identifier Code in case total exposure of Rs. 50 Crores or more, in accordance with RBI notification (notification no. DBR.No.BPBC.92/21.04.048/2017-18) dated November 02, 2017 and on request of the Bank, the Borrower agrees to share the copy of LEI Code with the Bank. Further, the Borrower undertakes to renew the code as per Global Legal Entity Identifier Foundation.
- (o) shall receive details of the "Unhedged Foreign Currency Exposure" of the Borrower, as prescribed by RBI and the Bank, from time to time, (i) in such form and manner (ii) at such intervals and (iii) to be calculated on the basis of such parameters as so communicated by the Bank from time to time.
- (p) confirmation from authorized Person of the Borrower and from a practicing-chartered accountant, if required by Bank, in a form and manner acceptable to Bank that there are no outstanding dues or proceedings pending under the Income Tax Act, 1961;
- (q) confirmation from the authorized person of the Borrower that all insurances relating to the Secured Assets are in full force and effect; and
- (r) such other documents as may be required by Bank and/or regulatory authorities.

10.2 Conditions Precedent for all Disbursements

Each disbursement shall be subject to satisfaction of the following conditions, as determined by Bank in its sole discretion:

- 10.2.1 Bank's satisfaction of the Borrower's creditworthiness: Bank shall be entitled to make or cause to be made such inquiries as Bank may deem fit to assess the creditworthiness of the Borrower. Bank shall be further entitled to call for such credentials from the Borrower as may be required to prove the creditworthiness of the Borrower;
- 10.2.2 all the conditions precedent set out in Clause 5.1 hereinabove having been satisfied;
- 10.2.3 the Borrower shall have disclosed to Bank about any action, suit proceedings, winding up/ insolvency proceedings or investigations pending initiated against the Borrower;
- 10.2.4 the representations and warranties made by the Borrower under this Facility Agreement and other Facility Documents are true in all material respects;
- 10.2.5 the Disbursement Request Form is duly completed and executed to the satisfaction of Bank;
- 10.2.6 the aggregate of all the amounts disbursed under the Facility together with the amount sought to be disbursed under the Facility would not exceed the Facility Amount;
- 10.2.7 no events, conditions or circumstances, whether related or not, (including any change in Applicable Law) exists, has occurred, or shall occur which could have a Material Adverse Effect;
- 10.2.8 the Borrower satisfies Bank about its credentials (including financial) as determined by Bank;
- 10.2.9 the Borrower has submitted security post-dated cheques/undated cheques to Bank for the Facility Obligations as determined by Bank;
- 10.2.10 the Borrower has submitted by NACH forms/ post-dated cheques/ escrow arrangement documents as per the Sanction Letter/MITC;
- 10.2.11 Bank has been provided with requisite Authorisations of the Guarantor for (i) providing the guarantee pursuant to the Facility Documents, and (ii) executing a deed of guarantee;
- 10.2.12 requisite Authorisations have been provided by the Borrower to Bank;
- 10.2.13 the Borrower has produced evidence of the use of the prior disbursements, if any;
- 10.2.14 no Event of Default or Potential Event of Default shall have occurred;
- 10.2.15 the Borrower provides any document required by Bank in its sole

discretion; and

- 10.2.16 Such other conditions precedent as may be set out in the MITC Letter.

10.3 CONDITIONS SUBSEQUENT

- 10.3.1 The Borrower agrees that loan disbursed will be utilized for purpose as stated in MITC issued by Bank.
- 10.3.2 Any other conditions subsequent that may be prescribed by the Bank in the Schedule / or in writing in any other form.

11. Representations and Warranties:

- 11.1 The Borrower makes the representations and warranties set out in this Section 6.1 to the Bank, in reliance of which the Bank may grant the Facility:
 - i) The Borrower has the competence and has obtained all authorizations (which is in full force and effect) to enter into and perform under the Transaction Documents and to carry on its business and operations as it is being or is proposed to be conducted;
- 11.2 The Facility once granted by the Bank under Transaction Documents constitutes legal, valid and accordance with their respective terms:
 - i) The Borrower is in compliance with all laws (including laws relating to environment, social and labour, anti corruption and anti money laundering) applicable to the Parties;
 - ii) The entry into, delivery and performance by the Borrower of, and the transactions contemplated by the Transaction Documents, do not and will not conflict: (a) with any law; (b) with the constitutional documents, if any, of the Borrower; or (c) with any document which is binding upon the Borrower or on any of its assets;
 - iii) The Borrower has a valid agreement, engagement or arrangement with the Portal, if any, which is currently subsisting and the Portal has not blacklisted/ delisted/ suspended or otherwise terminated such arrangement;
 - iv) Where the accounts are required to be audited under applicable law, the most recent audited accounts of the Borrower: (a) have been prepared in accordance with applicable accounting principles and practices generally accepted and consistently applied; (b) have been duly audited by the auditors in accordance with applicable laws (c) represent a true and fair view of its financial condition as at the date to which they were drawn up, and there has been no material adverse effect since the date on which those accounts were drawn up;
 - v) Except to the extent disclosed to the Bank, no litigation, arbitration, administrative or other proceedings are pending or threatened against the Borrower or its assets, which, if adversely determined, might have a material adverse effect;
 - vi) (a) All information communicated to or supplied by or on behalf of the Borrower to the Bank from time to time, are true and fair / true, correct and complete in all respects as on the date on which it was communicated or supplied; and (b) Nothing has occurred since the date of communication or supply of any information to the Bank which renders such information untrue or misleading in any respect;
 - vii) Except to the extent disclosed to the Bank: (a) all the Borrower's contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arms' length basis; and (b) No director / partner / member / trustee, as the case may be, of the Borrower has been declared to be a willful defaulter or a non cooperative borrower as per credit information company or Export Credit Guarantee Corporation;
 - viii) The Borrower confirms that none of the directors / partners / trustees / members of the Borrower are directors / partners / trustee / members in any company / firm / trust / society / association of Persons which has been identified as a willful defaulter by the RBI/ any credit information company or any regulatory authority.
 - ix) The Borrower shall not induct a Person in the capacity of director / promoter/partner/trustee/member who is a director / partner / member / trustee of a company / firm / association of Persons / trust/society as the case may be, identified as willful defaulter. In the

event such a Person is found to be a director / partner / member / trustee of a company / firm / association of Persons / trust, as the case may be, identified as willful defaulter, the Borrower shall take expeditious and effective steps for removal of such Person.

- x) at the date hereof (1): where the Borrower is an individual / proprietor(s)) none of the Directors of the Bank or their Relatives is his / her business partner or guarantor or relative; (2): where the Borrower is a partnership firm or limited liability partnership none of the Directors of the Bank or their Relatives is interested in the firm as partner, manager, employee or guarantor; (3): where the Borrower is a company or a corporation none of the Directors of the Bank or their Relatives, is interested in the company/corporation or in its Subsidiary or holding Company as director, managing agent, manager, employee or guarantor or holder of Substantial Interest;
- xi) at the date hereof (1): where the Borrower is an individual/ (proprietor(s)) he / she is not a Director of Other Banks or Relative of a Director of the Bank or of Director of Other Banks; (2): where the Borrower is a partnership firm or limited liability partnership) none of the Directors of Other Banks or Relative of a Director of Other Banks is interested in the firm as partner or guarantor; and (3): where the Borrower is a company or a corporation, none of the Directors of Other Banks or Relative of a Director of Other Banks, is interested in the company / corporation as director or guarantor or holder of Substantial Interest;
- xii) at the date hereof: (1); where the Borrower is an individual/ (proprietor(s)) the Borrower is not a Relative of any senior officer of the Bank; (2): where the Borrower is a partnership or limited liability partnership, none of its partners is a Relative of any senior officer of the Bank and none of the senior officers of the Bank or their Relatives is interested in the firm as partner or guarantor or holder of Substantial Interest; and (3): where the Borrower is a company or a corporation, none of its directors, is a Relative of any senior officer of the Bank and none of the senior officers of the Bank or their Relatives, is interested in the company/ corporation as director or guarantor or holder of Substantial Interest;
- xiii) The Borrower is not a specially designated national or otherwise sanctioned, under sanctions (and related laws) promulgated by any Sanctioning Authority; and
The Borrower has not taken any action and no other steps have been taken or legal proceedings started by or against it in any court of law / other authorities for its insolvency, bankruptcy, winding up, dissolution, administration or re-organization or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of the Borrower or of any or all of its assets.
Each of the representations set out in Section 6.1 shall be deemed to be repeated on each day during the Tenure of the Facility.

12. Covenants:

- 12.1 The Borrower shall provide all payment mandates including but not limited to electronic clearing service (ECS) or national automated clearing house (NACH) mandate, as and when demanded by the Bank, to the Bank or to any person nominated by the Bank.
- 12.2 The Borrower shall ensure that all payment mandates including post dated cheques, electronic clearing service (ECS) or national automated clearing house (NACH) mandate, if any, provided to the Bank or to any person nominated by the Bank, are honoured at all times and such mandates are not altered or amended without prior permission of the Bank.
- 12.3 The Borrower shall not use all or any part of the Facility for investment(s) into capital market oriented mutual fund schemes including, without limitation, equity / real estate mutual funds or real estate or land acquisition or any speculative purposes.
- 12.4 The Borrower shall not utilise the Facility for investments in shares, debentures, advances and inter-corporate loans/ deposits to other companies (including subsidiary company and other group companies) and for the purposes restricted by RBI.
- 12.5 The Borrower shall irrevocably instruct the Portal to deposit/transfer all

sale proceeds pertaining to the Borrower in a designated account of the Bank. Borrower shall also provide copy of such instruction to the Bank. The Borrower also undertakes and agrees that such instruction/ authorization shall not be amended/ withdrawn or varied without prior approval of the Bank. The Borrower acknowledges that the priority of utilization of fund remitted in the designated account of the Bank shall be as referred in Clause 7.20.

- 12.6 Borrower shall permit and facilitate inspection and audit of Borrower's premises, books and statements of accounts and other documents as may be required, for the purposes of the Facility.
- 12.7 The Borrower shall maintain its existence and shall carry on its business and operations in compliance with all applicable laws (including laws relating to environment, social and labour, anti corruption and anti money laundering) and with due diligence and efficiency and in accordance with sound technical, financial and managerial standards and business practices.
- 12.8 The Borrower shall ensure that the obligations under the Transaction Documents shall at least rank pari passu with all its unsecured and unsubordinated obligations.
- 12.9 The Borrower shall, within three (3) Business Days of demand by the Bank, pay the amount of any Increased Costs incurred by the Bank as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation; (ii) compliance with any law or regulation made before or after the date of relevant Loan (including any law or regulation concerning capital adequacy, prudential norms, liquidity, reserve assets or tax) or (iii) in the event of the Bank being called upon to pay any additional amount by its lending agency in terms of their respective financing agreements or (iv) on account of factors beyond the control of the Bank.
- 12.10 The Borrower agrees that it shall indemnify and hold harmless the Bank, to the fullest extent permitted by applicable law, for all losses and liabilities (including due to claims by a third party), incurred by the Bank as a result of any breach by it of any Transaction Documents.
- 12.11 Borrower shall submit the details of financials, sales details, stock and book debts statement on such periodicity as required by the Bank.
- 12.12 Borrower shall promptly provide upon request of the Bank any further document/information as may be required by the Bank.
- 12.13 Borrower undertakes to ensure that all information provided in the Application Form(s) shall remain true at all times during the Tenure of the Facility.
- 12.14 The Borrower shall utilize the Facility for the Purpose only.
- 12.15 The Borrower shall sign, without any demur or protest, such documents and writings and at such periodic intervals, as may be required by the Bank, acknowledging the outstandings under each of Facility, for the purpose of section 18 of the Limitation Act, 1963.
- 12.16 The Borrower shall not open a current account with any other bank without the prior written permission of the Bank. Further, the Borrower agrees to open current account with the Bank before utilization of Facility.
- 12.17 The Borrower shall continue to pay, on timely basis, all statutory dues, including without limitation, statutory dues under The Employees' Provident Funds and Miscellaneous Provisions Act, 1952.
- 12.18 The Borrower shall provide, on annual basis or as required by the Bank, a certificate from its auditors certifying that all statutory dues, including without limitation, statutory dues under The Employees' Provident Funds and Miscellaneous Provisions Act, 1952 have been duly paid by the Borrower and each Obligor.
- 12.19 The Borrower shall not:
 - i. use the fund for purchase of gold in any form, (including primary gold, gold bullion, gold jewellery, gold coins, units of gold exchange traded funds (ETF) and units of gold mutual funds);
 - ii. directly or indirectly: (a) use the Facility in any transaction with or for the purpose of financing the activities of, any person/country currently subject to any sanctions by Sanctioning Authority; and (b) take part in or financing any activity, production, use of, trade in, distribution of, or otherwise involved in any excluded activity;

- iii. directly or indirectly, make or offer any payment, gift or other advantage which is intended to, or does, influence or reward any person (whether or not they are in the public sector) for acting in breach of an expectation of good faith, impartiality or trust or otherwise performing their function improperly;
- iv. use the funds for any illegal, anti-social, any speculative activities or for any other activities for which the facility is not extended;
- v. avail any fund based facilities from any other banks or financial institutions without prior written consent of the Bank;
- 12.20 The Borrower shall provide end use certificate in a form and manner satisfactory to the Bank.
- 12.21 The Borrower shall put in place appropriate procedures and policies to restrict its employees, consultants or other agents from causing breach of any conditions, covenants or undertakings under these Standard Terms including laws relating to environment, social and labour, anti corruption and anti money laundering.
- 12.22 The Borrower shall promptly notify the Bank in writing upon occurrence of any breach of covenant or representation or occurrence of any Event of Default and the steps, if any, being taken to remedy it.
- 12.23 The Borrower shall from time to time, if required by the Bank, provide additional security, in a form and manner satisfactory to the Bank.
- 12.24 The Borrower shall promptly notify the Bank of any breach of any representations, warranties, covenants, undertakings or any other terms of these Standard Terms together with the steps taken to remedy it. Upon the breach being reported, the Bank may, without prejudice to any of its rights under law or contract, in its sole discretion recommend implementation of corrective measures to remedy such breach in a form, manner and time as may be necessary or desirable to the Bank.
- 12.25 The Borrower shall ensure that throughout the Tenure of the Facility a valid agreement, engagement or arrangement with the Portal shall subsist and the Portal has not blacklisted/ delisted/suspended or otherwise terminated such arrangement.
- 12.26 Notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other applicable law or anything contained in the Transaction Documents, the amounts repaid by the Borrower shall be appropriated first towards cost, charges and expenses and other monies; secondly towards interest on cost charges and expenses and other monies; thirdly towards interest on the delayed payments; fourthly towards interest payable under the Transaction Documents and lastly towards repayment of any principal amounts.

13. Negative Covenants:

- 13.1 The Borrower hereby covenants and agrees that without the prior written approval of the Bank, the Borrower shall not:
 - i. undertake or permit any merger, de-merger, consolidation, reorganisation, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction including creation of any subsidiary or permit any company to become its subsidiary;
 - ii. declare or pay any dividend or authorize or make any distribution to its shareholders / members / partners or permit withdrawal of amounts brought in: (a) unless it has paid all the dues in respect of the Facility up to the date on which the dividend is proposed to be declared or paid / such distribution is to be made, or has made provisions therefore satisfactory to the Bank, or (b) if an Event of Default has occurred and is subsisting or would occur as a result of such declaration or payment of dividend or authorization or making of distribution;
 - iii. pay any commission to its promoters, directors, managers or other persons for furnishing guarantees, counter guarantees or indemnities or for undertaking any other liability in connection with the Facility; and undertake or permit to sell any undertaking or any substantial assets of the Borrower to any person.

14. INDEMNITY

The Borrower/Co-Borrower/Obligors shall, jointly and/or severally, indemnify and keep indemnified the Bank against all actions,

proceedings, claims, demands, judgments, losses, liabilities, obligations, damages, costs and expenses imposed, asserted against or incurred by it in the execution or performance of the terms and conditions hereof or against all actions, proceedings, claims, demands, judgments, costs, charges and expenses which may be incurred, sustained or raised in respect of the non-performance of or no observance of any of the undertakings and agreements on the part of the Obligors herein contained or in respect of any inaccuracy in the representation and warranties matter or thing done or omitted relating in any way whatsoever to the Collateral. Without prejudice to the foregoing, the Bank and every receiver, attorney, manager, agent or other person appointed by it shall, be entitled to be indemnified out of the Collateral in respect of all actions, proceedings, claims, demands, judgments, costs, charges, liabilities and expenses incurred by them in the execution or purported execution of the powers and trusts of the Bank including liabilities and expenses consequent to any mistake, oversight or error of judgment on the part of the Bank or any such appointee and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted to be done in any way relating to the Collateral.

15. TAXATION

- 15.1 The Borrower shall bear all Taxes as applicable in connection with the execution of the Facility Documents and the transactions contemplated therein. If the Borrower fails to pay such Taxes, Bank shall be at liberty (but shall not be obliged) to pay the same and the Borrower shall reimburse all sums paid by Bank in accordance with the provisions contained herein. BANK shall have a right to debit the Borrower's Facility account maintained with Bank with any such sum paid by Bank on behalf of the Borrower.

15.2 Tax Deduction

All payments by the Borrower under this Facility Agreement shall be made free and clear of and without any deduction, except to the extent that the Borrower is required by Applicable Law to make a Tax Deduction. If the Borrower is required to make any Tax Deductions from any payments to Bank, the Borrower shall make that Tax Deduction, make payment of the Tax so deducted to the relevant Tax authority within the time period prescribed under Applicable Law and deliver to Bank a tax deduction certificate in the format prescribed under Applicable Law or such other document which allows Bank to take full credit for such Tax Deduction, within the timelines prescribed under Applicable Law. The Borrower shall promptly notify Bank upon becoming aware of any requirement to make a Tax Deduction which would increase the amount of such Tax Deduction. If the Borrower defaults on its obligations under this Clause 10.2, without prejudice to Bank's other rights, Bank shall have the right to require the Borrower to pay such additional amounts as may be necessary to ensure that Bank receives a net amount equal to the full amount which it would have received had payment not been made subject to Tax or other deduction.

15.3 Tax Indemnity

- i. If Bank is unable to take credit of any Tax Deduction made by the Borrower due to a breach by the Borrower of its obligations under Clause 10.2 (Tax Deduction) the Borrower shall (within 5(five) days of demand by Bank), indemnify Bank for any Tax payable by Bank due to such breach along with any interest or penalties charged by any Tax authority and expenses incurred in connection therewith;
- ii. Paragraph (a) above shall not apply with respect to any Tax imposed in India by reference to the net income actually received or receivable (but, for the avoidance of doubt, does not include any sum deemed for purposes of Tax to be received or receivable by Bank which is not actually received or receivable) by Bank.

15.4 Indirect Tax

All amounts payable under this Facility Agreement by the Borrower to BANK shall be deemed to be exclusive of any indirect tax. If any indirect tax is chargeable on any supply made by BANK to the Borrower in

connection with this Facility Agreement, the Borrower shall pay to BANK (in addition to and at the same time as paying the Facility Obligations) an amount equal to the amount of the indirect tax.

16. Cancellation:

- 16.1 The Bank reserves the unconditional right to cancel the limits sanctioned without giving any prior notice to the Borrower, on the occurrence of any one or more of the following:
- in case the Facility (in full or in part) is not disbursed; or
 - in case of deterioration in the creditworthiness of the
 - in case of non-compliance of the Transaction Documents

17. Events of Default:

The Borrower shall be deemed to have committed an act of default on the occurrence of, inter-alia but not limited to, any one or more of the following events (hereinafter referred to as "**Event of Default**"):

- 17.1 Default has occurred in the payment of any monies in respect of the Facility on the due dates (whether at stated Due Date, by acceleration or otherwise) under the terms of the Transaction Documents.
- 17.2 Default (other than a payment default) has occurred in the performance of any covenant, condition, agreement or obligation on the part of the Borrower under the Transaction Documents and such default has continued for a period of 10(ten) days after notice in writing thereof has been given to the Borrower or as the case may be, to such other person, by the Bank (except where the Bank is of the opinion that such default is incapable of remedy, in which event, no notice shall be required).
- 17.3 The Borrower has, or there is a reasonable apprehension that the Borrower would, voluntarily or involuntarily become the subject of proceedings under any bankruptcy or insolvency law, or is voluntarily or involuntarily dissolved, or declared insolvent, or if the Borrower has taken or suffered to be taken any action for its re-organization, liquidation or dissolution or if a receiver or liquidator or a similar official has been appointed or allowed to be appointed in respect of all or any part of the assets of the Borrower or if an attachment or distraint has been levied on the Borrower's assets or any part thereof or certificate proceedings have been taken or commenced for recovery of any dues from the Borrower or if one or more judgments or decrees have been rendered or entered against the Borrower and such judgments or decrees are not vacated, discharged or stayed for a period of 30 days, and such judgments or decrees involve in the aggregate, a liability which could have a material adverse effect.
- 17.4 Breach of any representation, warranty, declaration or confirmation made or deemed to be made under the Transaction Documents.
- 17.5 Death of any Borrower, or the change of constitution of the Borrower without the consent of the Bank.
- 17.6 The Borrower is unable or has admitted in writing its inability to pay any of its indebtedness as and when they mature or become due.
- 17.7 If the Borrower ceases or threatens to cease to carry on any of its businesses in its current form which could have a material adverse effect.
- 17.8 The security, if any, for the Facility is in jeopardy or ceases to have effect.
- 17.9 Any person acting singularly or with any other person (either directly or indirectly) acquires control of the Borrower, without the approval of the Bank.
- 17.10 It is or becomes unlawful for any Borrower to perform any of its obligations under the Transaction Documents.
- 17.11 An event of default howsoever described (or any event which with the giving of notice, lapse of time, determination of materiality or fulfillment of any other applicable condition or any combination of the foregoing would constitute an event of default) occurs under any agreement or any indebtedness of the Borrower becomes, or becomes capable at such time of being declared, due and payable under such agreements before it would otherwise have been due and payable;

- 17.12 One or more events, conditions or circumstances (including any change in law) shall occur or exist which could have a material adverse effect;
- 17.13 The Borrower shall promptly notify the Bank in writing upon becoming aware of any default and the steps, if any, being taken to remedy it. any event of default or a potential event of default (however described) which with the lapse of time or giving of notice may become an event of default occurs under any contract or document relating to any debt of the Borrower;
- 17.14 any commitment for any debt of any Obligor is cancelled or suspended by a creditor as a result of an event of default (however described in contract with such creditor);
- 17.15 any creditor of any Obligor becomes entitled to declare any debt due and payable prior to its specified maturity as a result of an event of default (however described in contract with such creditor);
- 17.16 if any consent, authorization, approval or license of or registration with or declaration to government or public bodies or authorities required to authorize or required by the Borrower/any other Obligors in connection with the execution, delivery, validity, enforceability or admissibility in evidence of this Master Facility Agreement or the performance by the Borrower/any other Obligor's of its obligations hereunder is modified in a manner unacceptable to the Bank or is not granted or revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect, or
- 17.17 if the Bank is informed or in the event that information comes to the knowledge of the Bank that there is a change in the constitution of the Borrower/any other Obligor or that there is likely to be a change in the constitution of the Borrower/any other Obligor and such change in the opinion of the Bank would adversely affect the interest of the Bank, or
- 17.18 If the Borrower/ other Obligor's name is included in RBI defaulters list or list issued by any credit information company
- 17.19 If change of Control occurs in respect of the Borrower and / or any other Obligor, or
- 17.20 If an attachment or distraint has been levied on the assets of Borrower or any part thereof.

Notwithstanding anything mentioned above, the Bank reserves the right to demand repayment of the outstanding amounts on occurrence of such event as deemed necessary by the Bank in its sole discretion. Bank's decision on occurrence of such event shall be final and binding on the Borrower/each of the other Obligors. The Borrower/each of the other Obligors shall forthwith repay all outstanding amounts to the Bank.

Consequences of Event of Default:

- a. Upon occurrence of any Event of Default, the Bank shall be entitled at its absolute discretion to inter alia:
 - i. Call upon the Borrower to pay forthwith the outstanding balance of the Facility together with interest and all sums payable by the Borrower to the Bank;
 - ii. Call upon the Borrower to pay all claims, costs, losses and expenses that may be incurred by the Bank because of any act or default on the part of the Borrower with respect to the Facility and/or for the recovery of the outstanding dues (including legal/attorney fee) and/or on account of failure of the Borrower of any of the terms and conditions under the Transaction Documents;
 - iii. enforce any rights available to it under any law or contract;
 - iv. shall, in accordance with the guidelines of RBI on Prudential Framework for Resolution of Stressed Assets dated June 07 2019, be entitled to identify incipient stress in any Facilities Accounts held with it and pursuant thereto, create different sub categories of such accounts. The Borrower agrees that the Bank shall report credit information of such borrowers (including the Borrower) who have an aggregate fund based and non fund based exposure above the limit as so specified by RBI, from time to time, to the Central Repository of Information on Large Credits ("CRILC");
 - v. to appoint its nominee on the board of directors of the Borrower to look after the Bank's interests binding on the Borrower.

18. INCONSISTENCY

- 18.1 The terms of the MITC Letter and the Facility Documents are in addition to those contained in this Facility Agreement. If there is an inconsistency between the terms of the Facility Agreement and the MITC Letter, then the provision in this Facility Agreement shall prevail

19. DISCLOSURE

- 19.1 The Borrower agrees that Bank may at its sole discretion disclose information regarding the Facility or the Borrower, its Guarantors and their respective directors, partners, shareholders and promoters including accounts, business or transaction of the Borrower with Bank (including personal data/sensitive personal data) ("**Customer Information**") to:

- i. any office, Affiliate or associate of Bank, and to their employees;
- ii. Bank's accountants, auditors, or professional advisors;
- iii. any actual or proposed assignee, transferee, participant or sub-participant of Bank;
- iv. RBI, Income Tax Authorities, Credit Bureau, third parties, Credit Rating Agencies, Databanks, corporates, other banks, financial institutions or any other government or regulatory authorities, statutory authorities, quasi-judicial authorities;
- v. any other Authority having jurisdiction over Bank and CIBIL; or (f) any Person if required under any Applicable Law.

- 19.2 Bank may at the Borrower's cost engage any Person to verify any information furnished by, concerning or pertaining to the Borrower and/or the Facility.

- 19.3 The Borrower confirms that Bank may for the purposes of credit reference checks, verification, etc., disclose any Customer Information to any third party.

- 19.4 The Borrower agrees, acknowledges, undertakes and declares that CIBIL or any other agency so authorized by the RBI:

- i. may use or process the said information and data disclosed by Bank in relation to the Borrower in any manner as deemed fit by them from time to time;
- ii. may furnish for consideration, the processed information and data or products thereof obtained or prepared by them, to Banks/ financial institutions and other credit grantors or registered users, as may be specified by RBI in this behalf; and
- iii. may disclose or publish the name of the Borrower and/or its directors as defaulters (including as willful defaulters) in such manner and through such medium as Bank and/or the RBI and/or CIBIL and/or any other Authority in their absolute discretion may deem fit.

- 19.5 Bank shall be entitled to exercise this right of disclosure without being required to issue any further notice in this respect to the Borrower. The Borrower hereby specifically waives the privilege of privacy, privacy and defamation.

- 19.6 The Borrower acknowledges that certain services may be outsourced by Bank to various service provider/third parties and in pursuance of which Borrower information may be disclosed by Bank to such service provider/third parties. The Borrower hereby gives its consent to disclosure by Bank to such service provider/third parties confidential information relating to the Borrower and disclaims any liability that may arise by such disclosure by Bank.

20. Termination

- 20.1 The Borrower agreed and acknowledges that any action/omission on the part of the Borrower under this Facility Agreement, which constitutes an Event of Default shall entitle Bank to terminate/cancel this Facility. In such a case, without prejudice to any other rights, Bank may, with or without notice, terminate this Facility Agreement and/or forthwith demand/ recall the Facility Obligations by the Borrower.

- 20.2 The Borrower does not have the right to terminate this Facility Agreement in any situation except with the written consent of Bank to the effect that the entire Facility Obligations due to Bank under this Facility Agreement have been paid in full.

21. GOVERNING LAW AND JURISDICTION

- 21.1 This Facility Agreement, Facility Documents and all obligations arising out of or in connection with them, shall be governed by the laws of India.

- 21.2 Subject to dispute resolution clause, the Borrower agrees that all claims, differences and disputes arising out of or in relation to dealings/transactions made in pursuant to this Facility Agreement including any question of whether such dealings, transactions have been entered into or not, shall be subject to the non- exclusive jurisdiction of the court at Mumbai. Or any other court at the discretion of the Bank.

- 21.3 Notwithstanding the aforesaid, the Borrower acknowledges and agrees that Bank may, however, in its absolute discretion commence any legal action or proceedings arising out of this Facility Agreement against the Borrower in a court, tribunal or any other appropriate forum situated in any part of India.

- 21.4 The rights, powers and remedies available to Bank under this Facility Agreement shall be in addition to and without prejudice to all rights, powers and remedies available to Bank under Applicable Law and which may be given to Bank and may be exercised independently or collectively.

22. MISCELLANEOUS:

- a. Online Transaction

The Borrower has consented to execute the Transaction Documents and any other related documents through OTP. It shall be the sole responsibility of the Borrower to ensure that the OTP is not compromised or shared with any unauthorized users. All the records of the Bank arising out of the use of the OTP shall be conclusive proof of the genuineness and accuracy of the transaction and shall be binding on the Borrower. Borrower acknowledges and accepts that the Bank may permit/allow anybody quoting the correct OTP and other details to conduct the type of operations which are permitted under this Agreement.

- 22.1 **Notices:** Any notice or request to be given or made by a party to the other shall be in writing. Such notice or request shall be deemed to have been duly received by the party to whom it is addressed if it is given or made at the address specified below or at such other address as may be agreed from time to time:

For the Bank:

Registered office at 40, Basant Lok, Vasant Vihar
New Delhi-110057

For the Borrower:

The address as stated in the Facility agreement.

The Bank may also agree to act on the basis of request made via registered email address of the Borrower.

Provided however that a notice or communication to any Borrower shall be deemed to be a notice or communication to other Borrower(s).

- b. No forbearance, indulgence or relaxation by Bank at any time to require performance of any provision of this Facility Agreement shall in any way affect, diminish or prejudice the right of Bank to require performance of the same provision, and any waiver or acquiescence by Bank of any breach of any provision of this Facility Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions. The rights of Bank under this Facility Agreement may be waived only in writing and specifically. Delay in exercising or non-exercise of any such right is not a waiver of that right.
- c. Any and all stamp duties, legislation fees or other taxes/ levies, in respect of the Facility and/or in respect of the documents evidencing/ concerning the Facility and/or any penalties that may be imposed, shall be borne and paid by the Borrower alone. In the event the Borrower fails to make such payment, Bank may at its sole and absolute discretion make such payments, in which event all such amounts paid by Bank will form part of the Facility Obligations.
- d. The Borrower shall bear, pay and reimburse to Bank all costs.
- e. Charges or expenses which Bank shall certify as having sustained or

incurred by it as a consequence of occurrence of an Event of Default including all costs, charges and expenses of the legal advisors/attorneys of Bank.

- f. Bank may at any time and from time to time without prior notice to the Borrower, add to, withdraw or otherwise vary the fees and charges payable in connection with the Facility.
- g. All disputes, claims, controversy or difference or questions between the Parties arising out of or relating to the Facility Documents (including a dispute relating to the validity or existence of any Facility Documents) shall be referred to arbitration by a sole arbitrator who shall be appointed in the following manner : (i) out of the choice of three arbitrators proposed by the Bank, the Borrower shall confirm acceptance of any one among the proposed names as the sole arbitrator and confirm in writing to the Bank within a period of thirty (30) days from the date of notice ("Notice Period"); or (ii) convey objection if any in writing to the Bank, against the proposed names of the sole arbitrator within the notice period. However, if the Bank does not receive any response from the Borrower within the said Notice Period, the Bank shall construe the same to be deemed consent / acceptance by the Borrower for the appointment of the sole arbitrator as may be decided by the Bank. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, including the statutory amendments thereof. The seat of arbitration shall be Mumbai and the language of the arbitration shall be English. The award including interim award(s) of the arbitral tribunal shall be final, conclusive and binding on all the parties concerned. The arbitral tribunal may, from time to time, lay down the procedure to be followed in conducting the arbitration proceedings and shall conduct the arbitration proceedings in such manner as it considers appropriate.
- h. Nothing contained herein shall be construed as extinguishing, limiting or ousting Bank's rights under the DRT Act, Insolvency and Bankruptcy Code, 2016 and/or SARFAESI or under any applicable law, if any in connection with recovery of Facility Obligations due under this Facility Agreement and the Facility Documents.
- i. The Bank shall, without prejudice to any of its specific rights under any other agreements with the Borrower, at its sole discretion, be at liberty to apply any other money, amounts, securities and other property of the Borrower (whether singly or jointly with another or others) in possession of the Bank or any of its subsidiary/ affiliate/ associate company in or towards payment of the dues under Facility granted under the Transaction Documents.
- j. The Bank shall be entitled at the sole risk and cost of the Borrower to engage one or more person(s) to collect the Borrower's dues and shall further be entitled to share such information, facts and figures pertaining to the Borrower as the Bank deems fit. The Bank may also

delegate to such person(s) the right and authority to perform and execute all such acts, deeds, matters and things connected herewith, or incidental thereto, as the Bank may deems fit. The Borrower recognizes, accepts and consents to such delegation.

- k. The Bank shall have the right to disclose or publish any information regarding the Borrower or guarantor(s) (if any) and any information and documents that they might possess from time to time to:
 - i. any of its branches or with other banks, financial institutions, Credit Information Bureau of India Limited, credit reference or rating agencies/bureaus or other individuals/entities either in response to their credit inquiries directed to the Bank or in the event of the Borrower not complying with any terms and conditions herein or otherwise;
 - ii. the Reserve Bank of India and/or any other statutory authority or official of the Government of India or that of any other state;
- l. The Borrower shall not assign or transfer all or any of its rights, benefits or obligations under the Transaction Documents. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under the Transaction Documents.
In case of default committed by the Borrower, the Bank may also disclose and publish the information about the Borrower and its default with the Bank in the public domain including through social media.
- m. The Borrower acknowledges that the Bank has or may have business and other transactions with third parties (including those who are in the business of manufacturing, supplying or otherwise dealing with any asset being financed by the proceeds of this Facility) and hereby waives any conflict of interest that it may have on such arrangement. Further, the Borrower acknowledges that any contract or arrangement between the Bank and such third parties are independent of these Standard Terms.
- n. The Bank reserves the right to amend the terms of these Standard Terms (except amendment to Rate of Interest) by intimating the same to the Borrower. Rate of Interest shall not be changed without prior consent cum intimation to the Borrower. Unless otherwise proven by the Borrower, the accounts maintained by Bank with respect to any Facility shall be the final evidence of debt with respect to the Facility Obligations.
- o. Each provision of this Facility Agreement is severable. If any provision of this Facility Agreement (or part of a provision) is found by any court of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.



BORROWER (SIGN)



CO-BORROWER



CO-BORROWER

Most Important Terms and Conditions (MITC)

Application ID _____

1. We refer to the application form ("Application Form") for grant of the Facility described below.
2. Capitalized terms used but not defined hereunder shall have the meaning ascribed to the term in other Transaction Documents.
3. The Borrower acknowledges and confirms that the below mentioned are the most important terms and conditions in the application for the Facility (and which would apply to the Borrower in respect of the Facility, if the request for the Facility is accepted by the Bank) and they shall be read in conjunction with the Drawdown Request(s) and the Standard Terms (Term Loan Facility):

Borrower	
Co-Borrower(s)	
Facility	
Facility Type	
Amount Sanctioned	_____/-
Purpose	
Tenure	
Rate of Interest	
Default Interest	
Repayment & Due Date	By way of Equated/Structured Monthly/Weekly/ Daily Installment of amount _____ (in `) for a period of _____ payable on _____ of each month/ day. Or as specially defined in repayment schedule.
Processing Fee + Applicable Tax	_____ payable upfront
Insurance Premium Amount + Applicable Tax	_____ payable upfront
Cheque Bounce Charges	Rs. 500 + Applicable Tax
Cheque Swap Charges	Rs. 1,500 + Applicable Tax
Documentation Charges	Rs. 1,500 + Applicable Tax
Stamp Duty Charges	Payable as per actuals by the customer
Statement of Account	Once in a year will not be chargeable. Rs. 500 + Applicable Tax in case if an extra copy required.
Penal Charges	3.00% p.m. will be payable by the Borrower on the overdue amount for the default period.
Loan reschedule charges in terms of EMI/Tenure/ROI	Rs. 2,000 + Applicable Tax * Can be changed at the sole discretion of Bank
Document Retrieval Charges (If applicable)	Rs. 1,000 + Applicable Tax
Part Pre-payment and Foreclosure Charges	
Other Security	
General Pre-Disbursement Conditions	
Special Pre-Disbursement Conditions	
Disbursement Methodology	
Post Disbursement Conditions/Documents	
Other Covenants	
Legal Documentation and Other Expenses	

4. The Borrower understands that the Bank has adopted risk based pricing, which is arrived by taking into account, broad parameters like the customers financial and credit profile. Further, the Borrower acknowledges and confirms that the Bank shall have the discretion to change prospectively the rate of interest and other charges applicable to the Facility.
5. The Borrower acknowledges and confirms having received a copy of each Transaction Document and agrees that this letter is a Transaction Document.
6. The Borrower agrees that loan disbursed will be utilized for the purpose issued by Unity Small Finance Bank Limited.

All Terms and Conditions/ General Conditions and Clauses forming a part of the MITC shall be read in consonance with the Facility agreement mutatis mutandis. All terms not specifically captured herein and which are a part of the Facility agreement shall be read in consonance with the MITC and all other documents drawn out of these transaction shall be construed as Financing documents.

Pre-EMI interest (PRE-EMI) is at the rate at which the EMI has been calculated subject as aforesaid, shall be charged from the respective date/s of disbursement to the date of commencement of EMI in respect of the loan.

Cancellation or Termination: During the Availability period, the Bank may, in its sole discretion, cancel the Facilities, if any Event of Default or Potential Event of Default has occurred or if it becomes unlawful for the Bank to disburse or continue the Facilities to the Borrower. Further The Borrower unconditionally agrees, undertakes and acknowledges that the Bank has an unconditional right to cancel the un-utilized portion of the Facility, whether in part or in full, at any time during the currency of the Facility/Loan without any prior intimation for such cancellation to the Borrower. The Borrower agrees that he shall be liable to remit to the Bank charges non-refundable in nature towards all Legal, Valuation or any ancillary charges.

Please note that any changes in the Income Tax, GST or any applicable tax laws shall attract suitable revision in the installments.

All other terms and conditions will be as per the Facility Agreement(s) to be executed with Unity Small Finance Bank Limited. The facilities, unless, expressly stated otherwise are repayable / determinable on demand and are subject to review by Bank at any time. Bank may, at its sole discretion choose to continue / renew the facilities for a further period beyond the period aforesaid.

The Facilities will be made available upon execution of requisite facility, security and other documentation creation of required charges on the securities concerned and compliance with terms and conditions as mentioned in hereinafter

FOR AND ON BEHALF OF THE BORROWER

(AUTHORIZED SIGNATORY)

DRAWDOWN REQUEST LETTER

Date: _____

To,
Mr. _____
Unity Small Finance Bank Limited ("Bank")
 Location: _____

Sub: Drawdown under Term Loan for Rs. _____ Lakhs

We, being the Borrower in respect to the credit facilities approved vide MITC referred above and duly accepted by us, hereby request you to allow drawdown of Rs. _____/- (Rupees _____ only) in terms of the above referred MITC and Facility and Security documents executed by us. We hereby confirm that we have complied with all the pre - disbursement conditions and there is no existing event of default as on date.

Details for disbursement through Cheque/ Demand Draft: (mark as NA if Not applicable).

Sr. No.	Cheque/DD Favours	Amount (in Rs.)
1		
2		
3		
Total Cheque / DD Amount		

Following Fees & Pre-EMI Amount to Debited from current disbursement / bank account maintained with the Bank (mark as NA if not applicable)

Sr. No.	Details of Deduction	Amount (in Rs.)
1		
2		
3		
4		
5		
Total Deduction Amount		

Details for disbursement through RTGS/NEFT/Transfer: (mark as NA if Not applicable)

Beneficiary Name	
Credit Account no.	
Bank Name & Branch	
Bank Branch IFSC no.	
Account Type	
Amount	

Yours faithfully,

M/s _____

Authorised Signatory (Borrower Sign)

Sole Proprietorship Declaration

To,
Mr. _____
Unity Small Finance Bank Limited ("Bank"),
Location: _____

Sub: Self-Declaration for Nature of Incorporation and Identification of Sole Proprietor and Ultimate Beneficiary of Proprietorship Firm.

I, Mr. / Mrs. _____, residing
at _____, hereby certify that the
above mentioned firm is a Proprietorship firm and that I am the Sole Proprietor and 100% Ultimate Beneficial Owner of the firm.

I am also responsible to inform you in reasonable time about any future changes in constitution, ownership and/or any other details provided
as part of our KYC.

For M/s _____

(Proprietor Name, Signature)

Place: _____

Date: _____

Standard Declaration from Borrower

Date: _____

To,
Mr. _____

Unity Small Finance Bank Limited "(Bank")

Mumbai.

Sub: Standard Declaration from Borrower

Dear Sir,

We/I, **M/s.** _____ **Mr/Mrs.** _____ hereby confirm and declare that:

- I am not a defaulter with any bank or financial institution and there are no legal proceedings initiated or pending against me for recovery of any borrowings;
- I am not facing any on-going litigation;
- I further declare and undertake that there are no tax dues or any other sums pending and payable by the Borrower under the Income Tax Act, 1961 ("Act") and no claims, demands or notices

With regards,

Signature:

Mr/Mrs. _____ (**"Authorised signatory"**)

M/s. _____ (**"Borrower"**)

Authorised Signatory (Borrower sign)

Standard Declaration from Co-Borrower

Date: _____

To,
Mr _____,
Unity Small Finance Bank Limited
Mumbai.

Sub: Standard Declaration from Co-Borrower

Dear Sir,

I/we, M/s. _____ hereinafter **together referred as Co-Borrower(s)** hereby confirm and declare that:

- We are not a defaulter with any bank or financial institution and there are no legal proceedings initiated or pending against me for recovery of any borrowings;
- We are not facing any on-going litigation.
- We further declare and undertake that there are no tax dues or any other sums pending and payable by the Co-Borrower under the Income Tax Act, 1961 ("Act") and no claims, demands or notices have been received by the Co-Borrower with respect to any tax or any other sum payable by the Co-Borrower under the Act;

With regards,

Signature:

For, _____

Authorised Signatory

PDC/UDC(s) Covering Letter

Date:

To,
Mr. _____

The Unity Small Finance Bank Limited ("Bank")

Location: _____

Subject: PDC/UDC(s) Covering Letter

Dear Sirs/Madam,

In part discharge of my/our liabilities in respect of the aforesaid Loan Agreement, I hereby submit the following Cheque to the Bank for repayment towards the respective Due Date and with the details mentioned below:

Sr. No.	Cheque Number	Amount (Rs.)	Issuing Bank

I / We:

- (a) Agree and confirm that in accordance with the provisions of Section 20 of the Negotiable Instruments Act, 1881 the Bank as the holder of the said cheque shall have the authority to complete the above cheque if required. I / We also authorize the Bank to deposit the said cheque on the Due Date and also undertake to maintain sufficient balance in the account.
- (b) Undertake to honour the said cheque when presented for payment and not to take any steps, which in any way, affect or are likely to affect the payment thereunder to the Bank including, without limitation, any stop payment instructions.
- (c) Agree that prior written consent of the Bank shall be required for changing the authorised signatories for the relevant Bank account(s) from which the said cheque is submitted. In the event of any changes to the authorised signatories for its relevant Bank account(s), I / We shall either give unconditional and irrevocable instructions to the Bank on whom the said cheque has been drawn to clear and honour the said cheque (details of which shall be provided to the Bank in full details) bearing the signatures of the authorised signatories before the change or, in the alternative, I / We shall issue fresh cheque, duly signed by me / us, to the Bank bearing the signatures of the new authorised signatories.
- (d) Undertake to replace the cheque in the event the cheque issued as above by me/us is lost in transit or misplaced or for any reason the Bank is not able to put the cheque in clearing, and give replacement cheque to the Bank immediately upon receipt of a written request from the Bank in this regard.
- (e) Are aware that in case of any default on our part in honouring the amount due and payable by us to the Bank, the Bank shall have the right to present the above cheque and we unconditionally and irrevocably agree that we shall upon such presentation honour the said cheque without demur.
- (f) Agree and acknowledge that dis-honor of the said cheque would make me / us liable including under the provisions of section 138 of the Negotiable Instruments Act, 1881.
- (g) Confirm that in consideration of the above arrangement I/We have handed over the above cheque to the Bank.

Thanking you,

Yours truly,

For M/s. _____

Mr / Mrs. _____

(Borrower Sign)

Open NACH undertaking

To,
The Manager,
Unity Small Finance Bank Limited ("Bank")

Subject: Declaration towards NACH mandate

In order to ensure timely repayment of the Loan/ loan(s) monthly instalment, penalties, costs and/or any other outstanding amount(s) due in respect of the Loan/ loan(s), obtained/availed from Unity Small Finance Bank Limited ("Bank") from time to time, I hereby authorize Bank to submit the mandate duly signed by me, to/ before the bank with whom I have the bank account, details of which are mentioned in the mandate, for the purpose of debiting my said bank account for/with the amount(s) and the frequency as specified in the Mandate form bearing_____No. _____dated_____.

In case I obtain more than one Loan/ loan from Bank and I choose to make the repayment under all such loan(s) by debiting the bank account, details of which are provided in the mandate and the loans that subsequently may be availed , I confirm that my said bank account can be debited as and when the mandate is presented by Bank on or after the respective due dates of monthly instalments of each such loan sanctioned/that may be sanctioned, until the amounts due and payable in respect of all such loans are duly paid by me. I also authorize the bank with which I am maintaining and operating the account and to debit my account for charges towards the mandate verifications and transactions bounced due to insufficient funds as applicable.

I hereby declare and state that the above referred Mandate Form is valid and can be utilised for the Loan referred to there in and/or for all further enhancements/ fresh/additional loans.

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for all reasons of incomplete or incorrect information, I would not hold the institution and/or Bank responsible.

I further undertake that the mandate given by me shall remain valid and binding until all the amount due and payable by me under all the loans taken from Bank are duly paid to the satisfaction of Bank and that I shall not initiate any step/action leading to cancellation of the mandate, or closure of bank account or for dishonour of the mandate without prior approval in writing from Bank.

Name & Signature of the Borrower _____

LETTER OF CONTINUITY FOR DEMAND PROMISSORY NOTE

Date: _____

To
Mr. _____
Unity Small Finance Bank Limited
Location: _____

Dear Sir/Madam,
We, the Borrower and the Co-Borrowers listed below:

M/s. _____ - **Proprietorship/Partnership/Company/LLP. (Borrower / Obligor)**
having PAN No. _____ and having its registered address at _____

_____ and

Mr/Mrs. _____ (**"Co-Borrower 1 / Obligor"**), **Mr/Mrs.** _____ (**"Co-Borrower 2 / Obligor"**),

Mr/Mrs. _____ (**"Co-Borrower 3 / Obligor"**), **Mr/Mrs.** _____ (**"Co-Borrower 4 / Obligor"**),

Mr/Mrs. _____ (**"Co-Borrower 5 / Obligor"**), which expression shall, unless it be repugnant to the subject or context

thereof, mean and include his successors and permitted assigns); have executed a Promissory Note of **Rs.** _____ /- (**Rupees**
_____) **dated** _____ together with applicable interest thereon at the rate of _____ %

p.a. and other statutory levy (if any) duly signed and delivered by me /us to the Lender and payable on demand which is given to the Lender as security for the repayment by me/us to the Lender of any sum now due or which may hereafter be or become due by me/us to the Lender by way of loans or advances, notwithstanding the fact that the loans or advances or account, may from time to time be reduced or extinguished or the balance in the said account brought to credit, the intention being that the said Demand Promissory Notes and the security shall be a continuing security for any borrowing by us at anytime to the Lender.

Signatures:

For M/s. _____ ("Borrower")

Authorised signatory (Sign)

Mr/Mrs. _____ (Co-Borrower 1) _____

Mr/Mrs. _____ (Co-Borrower 2) _____

Mr/Mrs. _____ (Co-Borrower 3) _____

Mr/Mrs. _____ (Co-Borrower 4) _____

Mr/Mrs. _____ (Co-Borrower 5) _____

End Use Declaration

Date:

Place:

Sub: End Use Declaration

I _____ S/o _____ Proprietor / Partner / Individual / Managing Director of
_____ having registered address: _____

_____ hereby declare that loan disbursed to us
has been used for _____ as mentioned in loan Agreement submitted to

Unity Small Finance Bank Limited at the time of availing the loan.

Thanking you,

For,

Proprietor/Partner/Individual/Managing Director

Name & Signature of the Borrower