

**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY  
RECKONER)**

Agreement No. \_\_\_\_\_

**VENDOR FINANCE FACILITY AGREEMENT**

**THIS FACILITY AGREEMENT** (hereinafter referred to as “**the Agreement**”) is executed on the date as specified in the **Schedule I Part B** attached hereto,

**BY AND BETWEEN**

**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 New Delhi-110057 and a Corporate office at Unit no. 101, Level 2, Centrum House, CST Road, Vidyanagari Marg, Kalina, Santacruz (E) Mumbai 400098 (hereinafter referred to as “**the Bank**” which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the One Part;

**AND**

**THE PERSONS** as more particularly described in Schedule 1 Part A (hereinafter referred to as “**BORROWER**”, which expression shall unless repugnant to the subject or context thereof include its successors in title) of the Other Part.

The Bank and the Borrower are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”

**WHEREAS:**

- A. The Bank is a banking company and is inter alia, engaged in the business of providing credit facilities.
- B. The Borrower is in the business as more particularly described in the Memorandum and Articles of Association/Partnership Deed/constitutional document(s) of the Borrower, as amended from time to time. In the course of its business, the Borrower supplies/sells goods and / or renders services (hereinafter referred to as the “**Goods or Services**”, as the case may be) to person as more particularly described in Schedule 1 Part B (hereinafter referred to as the “**Anchor**”) from time to time and raises Invoice(s) (hereinafter defined) containing particulars of Goods supplied / Services rendered and amounts due under such invoice, each of which invoices are payable by the Anchor after a credit period allowed by the Borrower to the said Anchor.
- C. The Borrower has approached and requested the Bank for the sanction of revolving financing facility limit (hereinafter referred to as “**Facility**”) in relation to the Invoice(s) raised on the Anchor by the Borrower and acceptable to the Bank. The Bank will, approve the Invoice(s) in relation to which the Bank is willing to offer the Facility and will make payment with respect to the same on the terms as provided herein below.
- D. Pursuant to such request, and on the terms and conditions contained in this Agreement and relying upon the representations, warranties and statements on the part of the Borrower contained herein or otherwise made to the Bank, the Bank has *vide* its letter bearing the date as mentioned in Schedule I Part B (“**Sanction Letter**”) agreed to grant the said Facility to the Borrower up to the maximum aggregate amount (“**Facility Amount**”) contained in Schedule I Part B and on the terms and conditions specified therein. The said Facility may be disbursed to the Borrower either in lump sum or in such manner as has been / may be mutually agreed upon by the Parties, and the Borrower has agreed to

FOR

FOR

THE BANK

THE BORROWER

**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY RECKONER)**

utilise the said Facility for the purpose as mentioned in Schedule I Part B attached herewith.

- E. The Parties have, therefore, agreed to execute these presents to record the terms and conditions for grant of the Facility.

**NOW IT IS HEREBY AGREED AND DECLARED BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. INTERPRETATIONS**

- 1.1 Section headings herein are for ease of reference only and are not intended to be part of or to affect the meaning, interpretation or construction of any of the terms and conditions of this Agreement.
- 1.2 In this Agreement, unless the context indicates to the contrary, a reference:
- a. To the singular includes the plural and vice versa;
  - b. To a gender includes all genders;
  - c. Bodies corporate shall include unincorporated bodies and vice versa;
  - d. To a document (including this Agreement) is a reference to that document (including any Schedules and Annexures) as amended, consolidated, supplemented, novated or replaced; and
  - e. To an agreement includes any deed, agreement or legally enforceable arrangement or understanding.
- 1.3 Unless the context otherwise requires such of the provisions contained in this Agreement which relate to any subject matter of which there are more than one shall apply severally to each.
- 1.4 To a person (including any party) includes:
- a. To a sole proprietorship, company, body corporate, association, partnership, HUF, limited liability partnership, firm, joint venture, trust or Government Agency, as the case requires; and
  - b. To the person's successors, permitted assigns, executors and administrators.
- 1.5 To a Law:
- a. Includes a reference to any constitutional provision, subordinate legislation, treaty, decree, convention, statute, regulation, rule, ordinance, proclamation, bye-law, judgment, rule of common law or equity;
  - b. Is a reference to that law as amended, consolidated, supplemented or replaced;
  - c. The word “including” or “includes” means “including but not limited to” or “includes without limitation”; and
  - d. Where a word or phrase is defined, its other grammatical forms shall have a corresponding meaning.
- 1.6 The terms and conditions contained in this Agreement are in addition to and not in derogation of the terms and conditions of the Sanction Letter. However in the event of a conflict between the terms of this Agreement and the terms of the Sanction Letter, the term stipulated in this Agreement will prevail.

**2. DEFINITIONS**

- 2.1 **Affiliate**, in relation to a Person, means any entity directly or indirectly controlling, controlled by or under common control with that Person, where the term “control” with respect to any Person, means the possession, directly or indirectly, of (i) the power to direct or cause the direction of the management and policies of such Person; or (ii) the ownership or control of a majority of voting securities and/or other ownership interests of such Person.

FOR

FOR

THE BANK

THE BORROWER

**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY RECKONER)**

- 2.2 **“Agreement”** means this Agreement together with all Schedule, supplementary schedule/s, annexure(s), and supplementary agreement(s) and Sanction Letter(s) attached and/or that may be attached in future thereto.
- 2.3 **“Anchor”** means the customer or buyer of the Borrower to whom the goods/ equipments/ machineries/ materials are sold or the services are extended for which the Facility is being extended by the Bank.
- 2.4 **“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.
- 2.5 **“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, 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 Agreement or thereafter and each as amended from time to time.
- 2.6 **“Authorised Person(s)”** means the person(s) authorised by the Borrower to give instructions to the Bank in connection with this Agreement or the Facility as notified to the Bank from time to time in such manner as the Bank may require.
- 2.7 **“Business Day”** shall mean 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.
- 2.8 **“Conditions Precedent”** shall refer to each and every condition precedent set out in Clause 8 hereto.
- 2.9 **“Contract of Sale”** means a contract or an agreement for sale or supply of goods entered into between the Borrower and the Anchor for supply of the goods or services, with respect to which the Invoice(s) are raised by the Borrower upon the Anchor under which the debt(s) arise/ arises or which evidences the existence of the debt(s).
- 2.10 **“Debt”** means all principal amount (whether due or not), discounting charges, interest, overdue charges, penal interest, legal charges, fees, service charges, taxes including but not limited to GST or any other cost.
- 2.11 **“Due Date”** means the date on which any amount becomes due and payable to the Bank under this Agreement.
- 2.12 **“Defaulted Amounts”** means all monies due under this Agreement remaining unpaid.
- 2.13 **“Delayed Payment Charges”** means charges at the rate specified in the Schedule I on the Defaulted Amounts for the period from the Due Date to the actual realisation of such Defaulted Amounts.
- 2.14 **“Electronic Instructions”** shall have the same meaning as set out in clause 24.
- 2.15 **“Events of Default”** shall refer to the occurrence of any one or more of the events of default set out in Clause 14 hereto.
- 2.16 **“Facility”** shall mean the revolving facility so sanctioned / agreed to be sanctioned either fund based or non fund based in nature granted/agreed to be granted by the Bank to the Borrower.

FOR

FOR

THE BANK

THE BORROWER

**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY  
RECKONER)**

- 2.17 **“Facility Amount”** means, in relation to the Facility, such amount, as mentioned in the Schedule I Part B.
- 2.18 **"Goods or Services"** shall have the meaning as ascribed to it under Recital B above.
- 2.19 **“GST”** shall mean Good and Service Tax and shall include Central Goods and Services Tax (the ‘Central Tax’), ‘the State Goods and Services Tax (the ‘State Tax’), the integrated Goods and Services Tax (the ‘Integrated Tax’) as may be applicable.
- 2.20 **“IBC”** shall mean Insolvency and Bankruptcy Code, 2016, along with applicable rules and regulation(s), as amended from time to time.
- 2.21 **“Information Utilities”** shall mean an information collection body to be constituted under the provisions of IBC.
- 2.22 **“Invoice(s)”** shall mean the invoices raised by the Borrower upon and duly accepted by the Anchor, discounted by the Bank and financed under this Facility.
- 2.23 **“Margins”** means, in relation to the Facility, such amount, as mentioned in the Schedule I.
- 2.24 **"Person"** means any natural person, firm, corporation, company, voluntary association (incorporated or otherwise), partnership, Hindu undivided family, Association of person, joint venture, trust, limited organization, unlimited organization, or other entity.
- 2.25 **“Sanction Letter(s)”** means Sanction Letter bearing Reference no. and date as provided in Schedule 1 part B, issued by Bank and accepted by the Borrower and shall include any amendment/modification thereof.
- 2.26 **“Schedule(s)”** shall mean the schedule(s) annexed to this Agreement. (Whether numbered or otherwise)
- 2.27 **“Transaction Documents”** include this Agreement together with all Schedules annexed hereto, all amendments to this Agreement, letters issued by the Bank to the Borrower which are deemed to be Sanction Letter for the purposes of this Agreement, the applications by the Borrower to avail of the Facility and all other agreements, loan documents, instruments, undertakings, indentures, deeds, writings and other documents (whether financing, security or otherwise) relating to the Facility.

**3. GRANT OF FACILITY**

- 3.1 On the basis of the representations and warranties of the Borrower and subject to the terms and conditions contained herein, the Bank agrees to provide to the Borrower the Facility on the terms and conditions contained herein up to the Facility Amount.
- 3.2 The Borrower acknowledges that the Bank may, at its sole and absolute discretion, and with prior intimation to the Borrower, enhance, reduce, cancel or otherwise extinguish, the Facility Amount without giving any reason and the Borrower confirms that the same shall be binding upon and acceptable to the Borrower.
- 3.3 The Borrower hereby agrees that for the purpose of availing the Facility, the Borrower shall comply with all the requirements of the Bank including signing of all deeds, loan documents and things as may be necessary and incidental to this Agreement.
- 3.4 For any disbursement under the said Facility, the following procedure is required to be followed:

FOR

FOR

THE BANK

THE BORROWER

**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY RECKONER)**

- 3.4.1 Prior to seeking disbursement under this Facility in relation to any Invoice(s), raised/issued by the Borrower upon/to the Anchor in accordance with the Contract of Sale whereby amounts would be payable by the said Anchor, the Borrower shall ensure that the Anchor shall have unconditionally accepted the Invoice(s).
- 3.4.2 The Borrower shall hold the original of the said Invoice(s) with respect to which disbursement shall have been requested in such format as may be provided by the Bank from time to time, in trust for the Bank. Bank however, shall have the right to inspect the Invoices during regular business hours of the Borrower. The Borrower shall provide the copy/copies of the relevant Invoice(s) to the Bank.
- 3.5 So long as any money is owing/outstanding/remains unpaid to the Bank in respect of this Facility, the Bank shall render statements at such intervals as it may deem fit to the Anchor regarding the amounts outstanding from them under this Facility.
- 3.6 The Bank may choose to adopt a different procedure other than as set out under this Agreement as the Bank may deem fit, for any disbursements under the said Facility and the Borrower agrees to follow any such procedure as may be adopted by the Bank.
- 3.7 It is further agreed between the Parties that in case of an Event of Default with respect to Anchor, the Bank shall have the right to refuse any disbursement request seeking disbursement under this Facility.
- 3.8 It is further agreed between the Parties that in case Anchor fails to pay any Debt payable under the Facility to the Bank on or before the due date, the Bank shall have the right to refuse any disbursement request seeking disbursement under this Facility, even if the Debt has been paid in full before making such request.

**4. TERMS OF THE FACILITY**

- 4.1 This Agreement constitutes the master agreement and the terms and conditions contained herein shall apply to all the disbursements towards each invoice financed under this Agreement.

The Borrower agrees to borrow from the Bank and the Bank agrees to make available to the Borrower at its sole discretion a credit facility on revolving basis up to a limit of the amount as mentioned in the Schedule I under the head 'Facility Amount' or such other lower limit as the Bank may decide at its sole discretion from time to time.

The Facility shall be subject to annual review and may be renewed or revised or cancelled by the Bank at its sole discretion and shall be subject to additional terms as may be stipulated by the Bank.

The Borrower agrees that the Bank shall be entitled, at its discretion, recall the Facility by giving to the Borrower three working days' notice.

The Facility is a revolving facility and this Agreement shall be valid and binding on the Borrower until the entire Facility is repaid in full and this Agreement is validly terminated as per the terms of this Agreement.

- 4.2 The Borrower covenants and undertakes that the Facility Amount disbursed under this Facility shall be appropriated or allocated towards the **"Purpose"** as set out in Schedule I Part B. The Borrower undertakes that if the Bank, at anytime during the subsistence of this Agreement and the Facility, discovers that the Facility Amount is utilized by the Borrower for any purpose other than the

FOR

FOR

THE BANK

THE BORROWER



**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY RECKONER)**

Purpose mentioned in Schedule I Part B, the Bank shall have a right to revoke the Facility with immediate effect.

- 4.3 The Borrower hereby agrees to use the Facility Amount only for lawful purposes. The Borrower hereby expressly agrees and undertakes to utilise the Facility obtained by it from the Bank within the period as stipulated in the Schedule(s) hereto, failing which the Borrower agrees that the unutilised amount thereof will stand lapsed at the end of the said Period, unless otherwise agreed to by the Bank.
- 4.4 In spite of executing this Agreement, it is hereby expressly agreed and understood by the Borrower that it is solely and exclusively discretion of the Bank to decide whether to disburse any amount under the Facility to the Borrower. It is also agreed by the Borrower, hereto that in the event the Bank does not disburse any amount under the Facility to the Borrower, the Bank shall not be required to provide any reasons thereof nor shall the Bank be liable for any damages to the Borrower by reason of the Bank's refusal to disburse any amount under the Facility to the Borrower.

**5. DUE DATE FOR PAYMENT**

In the case of invoice(s) which has(ve) been approved and in respect of which any disbursement has been made, the amount of Debt as indicated therein shall fall due at the end of the credit period approved by the Bank / due date as confirmed by the Anchor / revolving tenor as provided by the Bank. It is agreed and understood that the Bank shall not approve any Invoice(s) issued by the Borrower, that are for a credit period exceeding the maximum credit period allowed by the Bank for the Anchor or which exceeds the Tenure of the Facility. The Borrower undertakes that, the Borrower shall not extend the credit period in respect of any such Invoice(s) or alter the payment terms in any manner whatsoever without the express written consent of the Bank.

**6. INSTRUCTIONS TO ANCHOR**

Upon the Bank approving any of the said Invoice(s) for disbursement under the Facility, the Borrower shall, immediately provide irrevocable and unconditional instructions to the Anchor, requiring the Anchor to make all payments due by the Anchor to the Borrower, into the Collection Account opened by the Borrower in favour of the Bank/into the account of the Bank, details of which shall be communicated to the Anchor vide a bank mandate letter. The Borrower shall at the request of the Bank obtain the written confirmation of the Anchor to such instructions and furnish the same to the Bank. The Bank shall be entitled to appropriate the amounts so received into an Collection Account, towards the dues under the Facility pursuant to this Agreement.

**7. PAYMENT OF FACILITY, INTEREST AND OTHER CHARGES**

- 7.1 The Borrower shall ensure that the Anchor pays to the Bank during the continuance of this Agreement, the amounts due under the Invoice(s), punctually on their Due Dates without any deduction or abatement whatsoever including Tax Deducted at Source ("TDS") under the Income Tax Act. In the event of deduction of TDS, if any, by the Anchor then the same would be immediately reimbursed by the Borrower to Bank on actual basis.
- 7.2 In the event of any rejection/short payment from the Anchor, the principal amount shall be recovered from Borrower, including all interest, including interest tax (if applicable) and additional interest in case of default in repayment of the Facility on the Due Dates under this Agreement at such rates ("**Delayed Payment Charges**") as mentioned in Schedule I.

FOR

FOR

THE BANK

THE BORROWER

**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY  
RECKONER)**

- 7.3 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.
- 7.4 In the event of non-payment by the Anchor, all payments of the Facility and other charges and moneys due under this Agreement shall be payable by the Borrower to the Bank at the Branch / Corporate office, or at such other addresses as may be specified in the Schedule(s) hereto and shall deemed to have been paid on the date on which the amounts thereunder are realized. In the event of the Borrower making any default in payment of the Facility or any other charges or monies due and payable by the Borrower to the Bank under this Agreement, Delayed Payment Charges shall be payable by the Borrower at the rate/s as specified in the Schedule(s) on such Defaulted Amounts.
- 7.5 In the event of the Due Date being a bank holiday or otherwise a declared or undeclared non-working day, the Borrower shall arrange to ensure that the Bank realises the monies on working day immediately preceding the due date.
- 7.6 In the event of the TDS, if applicable, made by Borrower while making the payments to Vendor, the Borrower is obliged to issue a valid TDS Certificate in the prescribed form and within the prescribed timelines provided by Income Tax Act or Income Tax Rules. If the same is not complied by the Borrower then the TDS Amount shall be recovered from the Borrower, including additional interest in case of default in repayment of the Facility on the due dates under this Agreement at such rates ("Delayed Payment Charges") as mentioned in Schedule I Part B.
- 7.7 In the event any amount remaining outstanding on the specified due date under any other agreement, the Borrower hereby confirms that the Bank shall have the right and liberty to utilise the Facility Amount under this Agreement towards the repayment of the amount outstanding under any other agreement. Any such amount disbursed under this Agreement for repayment of the outstanding under any other agreement shall be deemed to be a disbursement made under this Agreement and the Borrower shall be bound by the terms and conditions of this Agreement for such disbursement.
- 7.8 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. The Bank's decision on occurrence of such event shall be final and binding on the Borrower. The Borrower shall forthwith repay all outstanding amounts to the Bank.

**8. CONDITIONS PRECEDENT AND CONTINUING CONDITIONS  
PRECEDENT AND CONDITION SUBSEQUENT**

- 8.1A The Bank shall not be obliged to disburse all or any portion of the Facility Amount unless the Borrower has duly complied with and the Bank has received all of the documents and other evidence listed hereunder ("**Conditions Precedent**") in the form and substance satisfactory to the Bank:
- 8.1A.1 The Borrower has delivered to the Bank a certified true copy of the Borrower's constitutional documents viz., Memorandum and Articles of Association and Certificate of Incorporation or Deed of Partnership or Trust Deed or true copy of such other document under which the Borrower is/are constituted/ incorporated (as the case may be), as amended up-to-date as also certified true copies of authorizations from the Board of Directors/ Resolution of the Partners/ Trustees / Proprietorship Letter for the purpose of availing the Facility as also

FOR

FOR

THE BANK

THE BORROWER

**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY RECKONER)**

- execution of the necessary documents in this behalf and other such documents as may be prescribed by the Bank from time to time; and
- 8.1A.2 The Borrower has created or procured the creation of such security in favour of the Bank, if any as provided in the existing Sanction Letter or the Sanction Letter(s) which may issued in future or as the Bank may from time to time; and
- 8.1A.3 The Borrower has opened an Collection Account, if so stipulated by the Bank, in a form and manner satisfactory to the Bank and has provided irrevocable instructions to the Anchor to make all payments due by the Anchor to the Borrower into the said Collection Account; and
- 8.1A.4 The Borrower has executed and/or delivered to the Bank such guarantees and other documents as the Bank may from time to time require; and
- 8.1A.5 The Borrower has paid the non-refundable service charges/ processing fees as mentioned in Schedule I to the Bank; and
- 8.1A.6 The “Know Your Customer” (KYC) and such other conditions as may be prescribed by RBI from time to time are complied with by the Borrower / security provider (if any); and
- 8.1A.7 the Borrower having been provided the following to Bank’s satisfaction.

(a) 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;

(b) 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;

(c) 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.BP.BC.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.

(d) 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.

8.1B The following continuing conditions precedent shall be complied with by the Borrower at all times during the tenure of the Facility:

- 8.1B.1 The capital investment in the business including but not limited to the borrowings as disclosed by the Borrower in the provisional/audited Balance Sheet submitted along with the Income-Tax Return for the assessment year and the amount shall remain constant in the books of Borrower and shall under no circumstances, be withdrawn till the tenor of the Facility.

FOR

FOR

THE BANK

THE BORROWER



**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY RECKONER)**

- 8.1B.2 The representations and warranties made herein by the Borrower continuing to remain true and correct.
  - 8.1B.3 No event having occurred under this Agreement that constitutes an Event of Default.
  - 8.1B.4 Any and all amounts due and payable by the Borrower under this Agreement as of the proposed Due Date, including without limiting to the fees, costs and expenses due from the Borrower, has/have been paid on or before the relevant due date, to the satisfaction of the Bank.
  - 8.1B.5 The Borrower hereby unconditionally and irrevocably agrees and undertakes to keep the Bank indemnified, saved and harmless at all times, from and against any loss suffered by the Bank due to the Borrower's breach of any of the obligations under this Agreement.
- 8.2 Condition Subsequent: The Borrower shall get the security perfected within 15 (fifteen) days from the date of creation of security, if any.

**9. ADDITIONAL CONDITIONS**

The Bank shall have the right, prior to any disbursement / discounting request / drawdown of the facility at any point of time, to stipulate such additional conditions for disbursement as it may deem necessary.

**10. BORROWER'S CONFIRMATION**

The Borrower hereby agrees, declares and confirms that:

- 10.1 The Borrower's obligation to repay the Facility Amount, discounting charges, interest, overdue charges, penal interest, legal cost and all other charges & monies payable under or pursuant to this Agreement, shall be absolute and unconditional.
- 10.2 The Borrower shall bear all such imposts, duties and taxes including GST and interest and other taxes if any) as may be levied from time to time by the Government or any other authority pertaining to or in respect of the said Facility.
- 10.3 The Bank (including the group entities of the Bank which have provided any Facility to the Borrower Group), shall have an unconditional right, but not an obligation to set off all moneys due and payable by the Borrower Group against any obligations under any Facility / loan owed to the Bank by the Borrower Group, including those moneys, arising out of excess cash received by the Bank from enforcement of any Security offered in relation to any Facility / loan availed by the Borrower Group from the Bank ( including its group entities). For the purpose of this clause Borrower Group shall mean and include Borrower and the affiliates of the Borrower.
- 10.4 The Bank is at absolute liberty to furnish any particulars pertaining to the Borrower to any statutory authority, court of law, credit rating agencies and / or any other party in its normal course of business.

**11. APPROPRIATION OF PAYMENTS TO BANK**

- 11.1 The Borrower agrees, that notwithstanding any specific instructions issued to the contrary by the Borrower, the Bank will have absolute discretion to appropriate any monies received from the Borrower:
  - 11.1.1 Towards costs, charges and expenses incurred by the Bank for receipt or recovery of such sums;

FOR

FOR

THE BANK

THE BORROWER

**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY RECKONER)**

- 11.1.2 Towards overdue charges and other monies remaining unpaid;
- 11.1.3 Towards the Facility instalments and interest due and payable; and
- 11.1.4 The balance, if any, towards the dues owed by the Borrower under any other Agreement entered into with the Bank or its Affiliates.

**12. REPRESENTATIONS AND WARRANTIES OF THE BORROWER**

The representations and warranties of the Borrower contained in this clause shall be true: (i) on and as of the date hereof, shall be deemed to be repeated every day during the tenure of the Facility and (ii) on and as of the date of each disbursement of the Facility (as if made on such date). In the event of their being a change / variation in any of the representation and / or warranties, the Borrower shall intimate the same to the Bank in writing within a period of 48 hours from the time of such change / variation. The Borrower represents and warrants to the Bank as follows:

- 12.1 The Borrower is a company or any other form of organization duly incorporated and validly existing under law and is duly authorized to do and carry on its business. The Borrower has, and shall continue to have, all necessary corporate authorisations and powers required for entering into this Agreement and for availing the Facility from the Bank. In the event the Borrower is a partnership firm or a Hindu undivided family, requisite power and authority has been obtained from all the partners and the karta and coparceners. The Borrower undertakes all transactions pursuant hereto are and will be in accordance with all applicable provisions of law.
- 12.2 The Authorised Persons being officers or agents or nominees of the Borrower, whose names along with specimen signatures have been provided to the Bank, acting or purporting to act on the behalf of Borrower and executing this or any other documents in connection with the Facility hereunder, including requests for providing any financing amounts with respect to any invoice(s) under the Facility, have and shall continue to have the necessary authorizations and powers from the Borrower, and the Bank shall not be bound to enquire into the powers of any officer or agent or nominee acting on the behalf of the Borrower, and the rights of the Bank shall not be adversely affected by reason of any absence of or deficiency or excess or irregularity in the exercise of any of the Borrower's powers and/or of any such officers or agents or nominees as aforesaid.
- 12.3 The Borrower affirms to not operate or access any cash credit and/or working capital account, of other lending institution for the purpose of collection of receivables, without the prior written consent of the Bank. In case, Borrower retains such cash credit and/or working capital account with other lending institution, a no objection certificate by such lending institution with respect to inoperativeness of such account shall be produced by the Borrower.
- 12.4 The Borrower will continue to comply and be in compliance with all Laws, regulations, guidelines, notifications, etc. issued by the authorities concerned from time to time. The Borrower has not, and none of its directors, officers, agents or employees has/have, committed or omitted to do any act or thing the commission or omission of which is in contravention of any law.
- 12.5 Notwithstanding anything contained in this Agreement, the Borrower shall keep the Bank informed about any change in its KYC. Such KYC shall be including but not limited to any change in the PAN Card details, deeds, place of business or any other document submitted to the Bank for the its reference and perusal purposes.
- 12.6 This Agreement constitutes legal, valid and binding obligations enforceable against the Borrower in accordance with its terms.

FOR

FOR

THE BANK

THE BORROWER

**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY RECKONER)**

- 12.7 The execution, delivery and performance of this Agreement shall not contravene the authority and powers and/or any provision of the Borrower's constitutional documents, and all governmental or other consents and approvals (corporate or otherwise) requisite for the execution, delivery and performance of this Agreement are in full force and effect, and shall be so maintained by the Borrower at all times. The execution, delivery and performance of this Agreement shall not contravene any law or regulation or order, judgement, decree applicable to the Borrower or contract or restriction to which the Borrower is subject.
- 12.8 The Borrower is not, and none of its directors, officers, agents or employees is in default or has committed a breach of any agreement with any person who has provided Facility or deposits or advances or guarantees or other financial facilities to the Borrower or at the Borrower's instance.
- 12.9 As on the date of this Agreement, the Borrower does not have any statutory liability pending on its part.
- 12.10 The Borrower and / or none of its directors have been included in any list of defaulters by any regulatory / statutory authority and/or banks and/or financial institutions and/or non-banking financial companies etc.
- 12.11 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.
- 12.12 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.
- 12.13 it is entering into these Facility Documents, as principal and not as agent of any Person or entity;
- 12.14 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;
- 12.15 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;

FOR

FOR

THE BANK

THE BORROWER

**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY  
RECKONER)**

- 12.16 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;
- 12.17 The Borrower duly owns or holds valid and subsisting licences in respect of all trade names, trademarks, patents, designs and other intellectual property used or intended to be used by the Borrower in the course of its business and the same are duly registered in the name of the Borrower and have not become voidable.
- 12.18 The Borrower duly owns or holds all other material consents, licences, franchises, permits and authorisations necessary for the lawful conduct, ownership and operation, of its businesses, and the same are valid and subsisting and have not become voidable.
- 12.19 All representations and warranties of the Borrower in this Agreement shall survive the execution, delivery and termination of this Agreement, the consummation of the transactions contemplated hereby and the repayment of the amounts due under the Facility and/or the Borrower's Dues hereunder.
- 12.14 The Borrower is aware that the Bank has entered into this Agreement and the Bank has agreed to grant the Facility on the basis of the Borrower's representations, warranties, statements, undertakings and covenants contained in this Agreement and/or otherwise made to the Bank.

**13. COVENANTS OF THE BORROWER:**

The Borrower hereby specifically and irrevocably agrees, confirms, undertakes and covenants to the Bank that:

- 13.1 The Borrower shall ensure that the borrowings of Borrower pursuant hereto are and shall at all times be within the Borrower's limits provided under Sections 185 and 186 of the Companies Act, 2013 and shall furnish documentary evidence thereof, if the said provision is applicable to the Borrower.
- 13.2 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.
- 13.3 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.
- 13.4 The Borrower has obtained appropriate consent from all its existing Banks in relation to the Facility being granted hereby.
- 13.5 The Borrower shall not avail any fund based facilities from any other banks or financial institutions without prior written consent of the Bank.
- 13.6 Before entering into this Agreement, the Borrower has disclosed to the Bank all facts and matters known or which should reasonably have been known to the Bank including any information in relation to the Anchor, which might in any

FOR

FOR

THE BANK

THE BORROWER

**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY  
RECKONER)**

way influence the decision of the Bank to enter into this Agreement and, throughout the term of this Agreement, promptly to disclose any such facts and matters of which the Borrower becomes aware or any changes or prospective changes in its constitution or control or other facts or matters known to the Borrower which might in any way influence the decision of the Bank in the establishment, cancellation or modification of the terms of the Facility or on the payment or prepayment of an Invoice or in any other respect.

- 13.7 If required by the Bank, the Borrower shall in respect of every Debt, as soon as the relevant Goods or Services have been delivered or rendered at any other time as required by the Bank, notify the Bank promptly in such manner and with such particulars and documents relating to such Debt as the Bank may require, but the Bank may give notice to the Borrower excluding certain Debts from notification.
- 13.8 No invoice(s) under the Facility shall be affected on terms requiring payment by letter of credit or cash credit / any other financing facility except with the prior approval of the Bank during the tenure of this Agreement.
- 13.9 The Borrower shall not set off the total outstanding amounts or any part thereof against any other obligation of the Borrower to the Anchor.
- 13.10 The Borrower shall promptly perform all further and continuing obligations of the Borrower to the Anchor under the relevant transaction and, at the request of the Bank, shall provide satisfactory evidence of such performance and, in the event of any failure of such performance, to permit the Bank, on such terms as it considers appropriate, to perform any such obligations at the expense of Borrower.
- 13.11 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 outstanding's under each of Facility, for the purpose of section 18 of the Limitation Act, 1963.
- 13.12 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.
- 13.13 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.
- 13.14 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.
- 13.15 Notice of winding up or other legal process: The Borrower shall promptly inform the Banks if:
- 13.15.1 A notice of payment default is received from any of the financial creditor (defined under IBC); and
- 13.15.2 An application is filed by any of the Obligors, financial creditor (as defined under the IBC) or operational creditor (as defined under the IBC) before the relevant authority under the IBC.
- 13.16 The Borrower shall not initiate any voluntary bankruptcy proceeding of any nature whatsoever, until the Final Settlement Date. The Borrower shall not

FOR

FOR

THE BANK

THE BORROWER



**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY  
RECKONER)**

propose any resolution seeking approval of the Board for filing application under IBC, either directly or indirectly.

- 13.17 To deliver to the Bank immediately any financial instrument received by the Borrower in respect of a payment of or on account of or in any way relating to the Debt.
- 13.18 To ensure that each Invoice issued by the Borrower to the Anchor covers Goods which have been actually despatched and contains, in such form as the Bank may require, (i) an intimation to the Anchor; (ii) the terms of payment, (iii) the customary trade particulars as to description, quality and quantity of the relevant Goods.
- 13.19 Not to amend or permit any amendment to the terms of payment allowed to the Anchor. Further, any change in Collection Account, if any, shall be with prior written consent of the Bank.
- 13.20 That the terms of payment and trading conditions are and will be valid and binding obligations of the Anchor arising out of the transaction between the Anchor and the Borrower which is subject to and in conformity with the laws applicable to the transaction.
- 13.21 That the Borrower shall, in consideration of the Bank agreeing to grant the Facility to the Borrower, shall create such security in favour of the Bank, if so stipulated by the Bank, as specified in Schedule I Part B hereto, or as the Bank may specify to the Borrower from time to time.
- 13.22 That the Borrower shall arrange to procure and get executed such guarantees as may be required by the Bank.
- 13.23 That the Borrower shall have executed and/or delivered to the Bank such documents as the Bank may require.
- 13.24 The guarantor(s) shall, in case the terms of this Agreement provide for a guarantee, execute guarantee(s) in favour of the Bank in the Bank's format in respect of all amounts payable by the Borrower to the Bank under this Agreement and/or otherwise in connection with the Facility and as maybe required by the Bank as per the terms herein or as maybe required from time to time by the Bank.
- 13.25 The Borrower shall, if required by the Bank, submit to the Bank a certificate (in a form acceptable to the Bank) of a Statutory Auditor/ Internal Auditor/ Chartered Accountant acceptable to the Bank certifying that all the aforesaid conditions precedent have been duly fulfilled, and such other things as the Bank may require.
- 13.26 The Borrower shall not raise finances by way of loans, overdrafts or otherwise in any manner from any other facility provider, bank, and/or financial institution or any other person whatsoever in respect of or through or in relation to any of the Invoice(s) raised on the Anchor (irrespective of whether discounted / not by the Bank) in respect of which the Bank has provided/agreed to provide the said Facility to the Borrower.
- 13.27 The Borrower is aware and confirms and acknowledges that at the request of the Borrower, the Bank has granted / agreed to grant the Facility on a continuing and revolving basis and that as per the internal procedure with regard to the Facility, the entries made by computer system of the Bank may show the balance in relation to the Facility as zero / nil in the statements issued to the Borrower and records of the Bank, at the time of roll-over / renewal of the Facility. The

FOR

FOR

THE BANK

THE BORROWER

**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY  
RECKONER)**

Borrower hereby agrees that notwithstanding the balance in the statements of the Borrower and the records of the Bank relating to the Facility being shown as nil, for all purposes and to all intents this Agreement shall continue and remain valid for the Facility granted / to be granted to the Borrower by the Bank after such date and all the dues payable thereunder, and/or all roll-over, renewal thereof.

- 13.28 The Borrower undertakes that the Bank shall have the right to carry out on its own and/ or through its authorized representatives, technical, financial and legal inspections of the office and works of the Borrower and to visit any facilities and construction sites and to examine any plants, installations, sites, works, buildings, property, equipment, records and documents relevant to the performance of the obligations of the Borrower under this Agreement. Any such representative of the Bank shall have free access at all reasonable times to the properties of the Borrower and shall receive full co-operation and assistance from the Borrower. Any whole-time officer of the Bank or a qualified practicing auditor chosen by the Bank may examine the Borrower's books and papers and the Borrower shall give all facilities to enable any technically qualified person chosen by the Bank to report on the business of the Borrower at any time. The cost of any inspection, including travelling and all other expenses, shall be payable by the Borrower to Bank in this behalf.
- 13.29 The Borrower shall give written notice to the Bank in case of any change in its constitution, business or by way of resignation, additions or otherwise of any directors or partners of the Borrower.
- 13.30 The Borrower shall abide by such other terms and conditions in respect of the Facility as may from time to time be stipulated by the Bank.
- 13.31 The Borrower covenants and agrees to ensure that each invoice forwarded by the Borrower to the Bank shall constitute a bona fide obligation of the Anchor to pay, to the Borrower, the amount set forth on each such invoice in consideration for the Goods provided / Services rendered by the Borrower to the Anchor, in the ordinary course of the business of the Borrower and will not be the subject of any dispute between the Borrower and the Anchor.
- 13.32 At any time or from time to time before repayment of the amount due to the Bank or the Bank's parent, subsidiary, or its parent's subsidiaries (hereinafter referred to as "**Associates**" for the purpose of this clause), if the Margin money for the time being held by the Bank under this Agreement is in excess of amount due to the Bank, the Bank may retain such excess Margin money as aforesaid in its sole discretion if there are any other liabilities whatsoever of the Borrower to the Bank or its Associates, absolute or contingent which in the opinion of the Bank might not be adequately secured. Nothing contained in this clause in particular and in this Agreement or any Transaction Documents between the Bank and/or its Associates and the Borrower in general shall be construed as excluding the right of set-off for any balance due to the Bank or its Associates on any account or in respect of any liability whatsoever over any Margin money for the time being held by or remaining with the Bank or its Associates."

The Borrower shall furnish to the Bank all such information, statements, particulars, estimates and reports etc. as the Bank may require from time to time as to the compliance with the terms of the Facility and shall also submit to the Bank, in form and detail satisfactory to the Bank, unaudited quarterly income statements of the Borrower and certified true copies of audited financial statements including balance-sheet and profit and loss account (in detail and not in the abridged form) at such intervals and time, as may be prescribed / required by the Bank from time to time.

FOR

FOR

THE BANK

THE BORROWER

**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY  
RECKONER)**

- 13.33 The Borrower shall maintain and preserve its corporate existence and all rights and privileges enjoyed, to conduct to the best of its ability its business in an orderly, efficient and customary manner and obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisation, approvals, license and consents required to enable the Borrower to lawfully carry on its business.
- 13.34 The Borrower undertakes that the major portion of profits will be ploughed back into the business to strengthen the liquidity and gearing.
- 13.35 The Borrower shall promptly give written notice to the Bank of:
- 13.35.1 Any litigation, materially affecting the Borrower; or
  - 13.35.2 Any substantial dispute between the Borrower and any Governmental regulatory body or law enforcement authority which may materially affect the working of the Borrower; or
  - 13.35.3 Any proposal by any public authority to acquire the assets or business of the Borrower; or
  - 13.35.4 Any Events of Default; or
  - 13.35.5 Any occurrence of which it becomes aware which might adversely affect the Borrower or affect the capacity and/ or ability of the Borrower to perform its obligations under this Agreement including to repay the Facility and/or interest accrued thereon; or
  - 13.35.6 Any dispute between the Borrower and the Anchor; or
  - 13.35.7 Any occurrence of which the Borrower becomes aware which might adversely affect the Anchor, or affect the financial condition of the Anchor and/ or the capacity and/ or ability of the Anchor, to perform its obligations under this Agreement; or
  - 13.35.8 Any winding up notice being issued or any winding up proceedings being initiated or in existence in relation to the Borrower or Anchor.
- 13.36 The Borrower undertakes that the invoice(s) are not subject to any form of charge or encumbrance created in favour of any working capital financing bankers / financial institution or any other facility provider as the case may be and the invoice(s) will not be included in the book debt statement submitted to the working capital bank for determination of drawing power.
- 13.37 The Borrower shall maintain proper and accurate books and records in accordance with accounting practices generally accepted in India and applicable law.
- 13.38 The Borrower undertakes that names of the Borrower and its Directors/ Partners/ Proprietor/ Co-parceners (as the case may be) do not appear in any of the defaulters list issued by Reserve Bank of India or Credit Information Bureau of India Limited or any other Financial Institution.
- 13.39 The Borrower agrees as a pre-condition that in case Borrower/Anchor commits default in repayment of the invoice payment or any discounting charges thereon or any terms and conditions, the Anchor and/or the Reserve Bank of India will have an unqualified right to publish Borrower's/Anchor's name and its Directors/Partners/ Proprietor / Co-parceners as defaulters in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may deem fit.
- 13.40 The Borrower has given its express consent to the Bank to disclose the information and data furnished by them to the Bank and also those regarding the credit facility/ies to the Credit Information Bureau (India) Ltd (CIBIL), upon signing the copy of the Sanction Letter, as the Bank may deem appropriate and necessary to disclose and furnish to CIBIL or any other Agency authorized in this

FOR

FOR

THE BANK

THE BORROWER

**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY RECKONER)**

behalf by Reserve Bank of India.

- 13.41 The Borrower hereby further consents and agrees that the Bank shall be entitled to disclose information relating to the Borrower and the Facility, terms of the Facility Agreement and the Transaction Documents, to its Affiliates, representative and agents, contractors, professional advisers in any jurisdiction and to any actual or potential transferee during the term of the Facility Agreement.
- 13.42 The Borrower shall deliver to the Bank in form and details satisfactory to the Bank and in such number of copies as the Bank may request and such other statement or statements or information pertaining to the operations or business of the Borrower as the Bank may require in the context of the Facility.
- 13.43 The Borrower shall perform and execute, on request of the Bank, such acts and deeds, as may be necessary to carry out the intent of this Agreement.
- 13.44 The Borrower shall share all information relating to financing assistance availed from the Bank(s) by the Borrower including but not limited to the nature and amount of debt with Information Utilities in a manner as may be required by the IBC and the Rules therein & update the information from time to time.
- 13.45 The Borrower shall not, without the prior written consent of the Bank:
  - 13.45.1 enter into any scheme of merger, amalgamation, compromise or reconstruction, reconstitution or sell, lease or transfer all or substantial portion of its fixed and other assets;
  - 13.45.2 permit or cause any change in the ownership or control of the Borrower, whereby the effective beneficial ownership or control of the Borrower shall change;
  - 13.45.3 effect any material change in the management of the business or shareholding pattern of the Borrower;
  - 13.45.4 make any such amendments in the Borrower's Memorandum and Articles which may have a material adverse effect or which may affect the basis of granting the Facility;
  - 13.45.5 create any charge, encumbrance, lien of any nature whatsoever and by whatever name called on the assets of the Borrower including but not limited to fixed assets in favour of any third person.
- 13.46 The Borrower shall and/or ensure that the security provider (if applicable) to file all forms and make all filings as may be required under applicable law including, without limitation, the filing of Form CHG-1 under the Companies Act, 2013 with the applicable Registrar of Companies, in respect of creation of security as above within 30(thirty) days from the date of creation of security, with Information Utility (as defined in Section 3 (21) of the Insolvency and Bankruptcy Code, 2016 ("IBC")) and with the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (as defined in The Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ).

**14. EVENTS OF DEFAULT**

The Bank may, at any time, by notice to the Borrower, immediately terminate this Agreement if any of the following events happen and each one of the following shall be termed as an **"Event of Default"**:

- 14.1 The Borrower is using the said Facility or any part thereof for any purpose other than the Purpose for which this Facility is sought.

FOR

FOR

THE BANK

THE BORROWER

**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY  
RECKONER)**

- 14.2 If any representations or statements or particulars made by the Borrower are found to be incorrect or the Borrower breaches or threatens to breach any term of this Agreement.
- 14.3 The Borrower breaches any of its obligations relating to any invoice in relation to the Anchor.
- 14.4 The Anchor fails to pay the invoice amounts on the Due dates.
- 14.5 In case of a default by the Anchor, the Borrower fails to pay the Facility, Interest and all other monies payable or part thereof within the stipulated time, whether demanded or not, or any other charge or payment required hereunder.
- 14.6 The Borrower fails to perform or observe or carry out any other covenant, condition or agreement to be performed, observed, or carried out by the Borrower hereunder or under any other document furnished to the Bank in connection herewith,.
- 14.7 The Borrower commits an act of bankruptcy or become an insolvent or bankrupt or is wound up or make an assignment for the benefit of creditors, or consents to the appointment of a Trustee or a Receiver, or either a Trustee or Receiver shall be appointed for the Borrower or for a substantial part of Borrower's property without the Bank's consent, or if bankruptcy, reorganisation, insolvency proceedings or winding up proceedings shall be instituted by or against the Borrower, voluntarily or otherwise.
- 14.8 There is any adverse change in the overall financial condition and/or operating performance of the Borrower and/or the Anchor which the Bank, in its discretion, considers material.
- 14.9 The Borrower takes such steps as to cause an adverse material change in its own acts or otherwise, and as a result thereof, the capacity of the Borrower to service the Facility, Interest and other charges and monies payable under this Agreement, in the opinion of the Bank, stands jeopardised.
- 14.10 Any other event occurs or circumstance arises which, in the opinion of Bank, is likely to adversely affect the ability of the Anchor to meet its repayment obligations under this transaction.
- 14.11 Any other event occurs or circumstance arises which, in the opinion of the Bank, is likely adversely to affect the ability of the Borrower to comply with its obligations under this Agreement.
- 14.12 The Borrower is in default under any other subsisting agreement executed with the Bank or any other bank or any other financial institution and such default has not been remedied or rectified to the satisfaction of the Bank.
- 14.13 The Borrower makes or is deemed to have made any representation or warranty in or pursuant to this Agreement and such representation or warranty is or proves to have been incorrect in any material particular or in any material respect or leads to the inference that there has been misinformation supplied by the Borrower or concealment of necessary or essential information by the Borrower based on which the Bank has been prompted to act and enter into this Agreement.
- 14.14 Non-compliance/breach of any of the terms of sanction issued by the Bank.
- 14.15 Any substantial change in the constitution or management of the Borrower occurs without previous written consent of the Bank or the Borrowers' management ceases to enjoy the confidence of the Bank.

FOR

FOR

THE BANK

THE BORROWER



**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY RECKONER)**

- 14.16 If the security (as more specifically described in Schedule I Part B), or any part thereof, for the Facility is sold, parted with (and such parting of possession not being authorized by the Bank in writing), disposed off, charged, encumbered or alienated, or
- 14.17 If the assets charged as in favour of the Bank as security has/have not been kept insured by the Borrower or security cover depreciates or if the Security becomes invalid or unenforceable in any respect;
- 14.18 if the security is confiscated, attached or taken into custody by any authority or become the subject of any legal proceedings or
- 14.19 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;
- 14.20 any commitment for any debt of any Borrower is cancelled or suspended by a creditor as a result of an event of default (however described in contract with such creditor);
- 14.21 any creditor of any Borrower 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);
- 14.22 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 in connection with the execution, delivery, validity, enforceability or admissibility in evidence of this Facility Agreement or the performance by the Borrower 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
- 14.23 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 Borrower or that there is likely to be a change in the constitution of the Borrower and such change in the opinion of the Bank would adversely affect the interest of the Bank, or
- 14.24 If the Borrower's name is included in RBI defaulters list or list issued by any credit information company
- 14.25 If change of control occurs in respect of the Borrower, or If an attachment or distraint has been levied on the assets of Borrower or any part thereof.
- 14.26 **Insolvency/bankruptcy proceeding against any of the Obligor:**
- 14.26.1 The Company is unable to, is presumed or deemed by Applicable Law to be unable to or admits its inability to, pay its debts as they fall due, or suspends making payments on any of its debts;
- 14.26.2 An application is filed by any of the Borrower, Obligors, financial creditor (as defined under the IBC) or operational creditor (as defined under the IBC) before the relevant authority under the IBC;
- 14.26.3 An application is filed by the Borrower, financial creditor (as defined under the IBC) or operational creditor (as defined under the IBC) before the relevant authority under the IBC and the same has been admitted by the relevant authority;

FOR

FOR

THE BANK

THE BORROWER

**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY RECKONER)**

14.26.4 Any corporate action, legal proceedings or other procedure or step is taken in relation to:

- I. the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company other than any winding up proceeding under companies act, 2013;
- II. making of a reference in relation to the Company for a resolution process under the Companies Act, 2013 or IBC;
- III. making a reference in relation to the Company to the National Company Law Tribunal under Sections 253 and 254 of the Companies Act, 2013;
- IV. a composition, compromise, assignment or arrangement with any creditor of the Company that adversely affects the interests of the Bank;
- V. declaration of the Company as a “relief undertaking” under Maharashtra Relief Undertakings (Special Provisions Act) of 1958;
- VI. the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager, provisional supervisor or other similar officer in respect of the Company or any of its assets; or
- VII. enforcement of any Encumbrance over any assets of the Company;

or any analogous procedure or step is taken in any jurisdiction.

**14.27 Judgments, creditors' process**

14.27.1 The Company fails to comply with or pay any sum due from it under any final judgment or any final order made or given by a court of competent jurisdiction.

14.27.2 Any material attachment, sequestration, distress or execution affects any asset or assets of the Company.

14.28 **Moratorium:** The Government of India or any other relevant Governmental Authority declares a general moratorium or “standstill” (or makes or passes any order or regulation having a similar effect) in respect of the payment or repayment of any Financial Indebtedness (whether in the nature of principal, interest or otherwise), or any indebtedness which includes Financial Indebtedness, owed by the Company (and whether or not such declaration, order or regulation is of general application or applies to a class of persons which includes the Company).

**15. CONSEQUENCES OF THE EVENT OF DEFAULT**

On the occurrence of any of the events specified above in Clause 14, without any notice to the Borrower, the Bank shall have right to:

15.1 Terminate this Facility Agreement forthwith and no further disbursement or discounting with immediate effect.

15.2 Exercise and enforce all rights and remedies available to the Bank under this Agreement and/or the other Transaction.

15.2 Recover from the Borrower, the arrears of monies due and unpaid upto the date

FOR

FOR

THE BANK

THE BORROWER

**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY RECKONER)**

of termination and such other future instalments / Principal Amount along with all other charges for the unexpired period had this Agreement continued.

- 15.3 Initiate legal action as available under applicable laws.
- 15.4 Give suitable publicity and such particulars of the Borrower to Credit Information Bureau of India Limited (CIBIL) or any other / Financial Institution / Person as the Bank may deem fit.
- 15.5 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").
- 15.6 to appoint its nominee on the board of directors of the Borrower to look after the Bank's interests.

**16. REPAYMENT AND RECOVERY**

Subject to the other provisions of this Agreement, and without prejudice to any of the rights under the Facility Agreement, the method of recovery of the amounts due under the Facility to the Bank pursuant to this Agreement shall be as follows:

- 16.1 The Anchor shall be issued instructions as mentioned in Clause 6 above.
- 16.2 The Bank shall forthwith on receipt of such payment from the Anchor be entitled to appropriate the same towards Debt(s) due to the Bank pursuant to this Agreement, in a manner as the Bank may deem fit and at its discretion.
- 16.3 The Bank shall discharge the outstanding amount on receipt of amounts due from Anchor under the Invoice(s) raised on such Anchor on a first in first out basis.
- 16.4 In the case of an Event of Default, the Borrower and the Bank shall take steps as provided in Clauses 7, 14 and 15.

**17. RECOURSE AGAINST THE BORROWER**

The Borrower agrees and acknowledges that the Borrower shall be liable to pay to the Bank, the entire / balance / remaining amount, in the case of a no / part payment by the Anchor, along with discounting charges, interest, overdue charges, penal interest, legal cost & any other cost/charges aggregating to the total amount resulting from below event:-

- 17.1 In case of any dispute between the Anchor and the Borrower on the quality or quantity of the Goods supplied / Services rendered by the Borrower.
- 17.2 In case of refusal of the Anchor to pay all or any of the amounts payable on account of the Goods being damaged or lost in transit or any deficiencies in services.
- 17.3 In case of commission of fraud or other criminal action by the Borrower.
- 17.4 On account of the amounts payable in respect of the Debt being set-off by the Anchor in respect of other transactions between the Anchor and the Borrower.
- 17.5 The failure of the Borrower to comply with the terms and conditions of a contract with the Anchor, including any amounts corresponding to contractual penalties and/or liability for damages or for failure to comply with applicable provisions contained in legislation, regulations or any other legal requirements in force.

FOR

FOR

THE BANK

THE BORROWER

**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY RECKONER)**

- 17.6 The failure to obtain any import or export license or any other authorisations necessary for the performance of the contract entered into between the Borrower and the Anchor.
- 17.7 Any measure or decision by any national, regional or local or public authority or state institution of any country, including but not limited to those which result in the confiscation or the obstruction in the traffic of goods, as well as any general moratorium declared by any such authority or institution.
- 17.8 Any political events, economic difficulties or legislative or administrative measures which prevent or delay the transfer of payments due from the Anchor.
- 17.9 War, hostilities, rebellion, insurrection, revolution, riot, civil commotion, strike and natural disasters including but not limited to cyclone, typhoon, flood, earthquake, volcanic eruption, or tidal waves.
- 17.10 Ionising radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear components thereof; and generally any act or event of a similar nature.
- 17.11 On account of the non-payment of any amounts due for reasons non-related to trade or transaction involved between the Borrower and Anchor.
- 17.12 On account of return of goods back to the Borrower, for any reason whatsoever.
- 17.13 On account of non-payment by the Anchor, of the Invoice(s) discounted by the Bank, for any other reason or no reason whatsoever.

**18. SECURITY**

- 18.1 The Bank may require the Borrower to provide to the Bank such other security in such form and in such manner as may be acceptable to the Bank. The Borrower shall at its expense, execute such necessary documents and instruments, in favour of the Facility as may be required by the Bank:
  - 18.1.1 Create charge by way of hypothecation and/or pledge over the Anchor's goods, debts and assets in favour of the Bank.
  - 18.1.2 For the due repayment of total outstanding amount of debts under this Facility, the Borrower shall, if so required by the Bank, provide irrevocable and unconditional personal / corporate guarantees of persons or any other instrument as mentioned in the sanction letter issued by the Bank for the purposes of this Facility or as may be communicated from time to time by the Bank. The guarantee(s) provided shall be joint and several and no guarantee commission shall be payable by the Borrower to the guarantor(s). The Borrower shall also provide such other form of security in favour of the Bank as the Bank may stipulate from time to time, for securing the repayment of the Total Outstanding Amount.
  - 18.1.3 Create mortgage over its immovable properties in favour of the Bank as provided for in the Sanction Letter.
- 18.2 The details of the Security is as more specifically described in Schedule I Part B to this Agreement.
- 18.3 Irrespective of the description of the Facility mentioned hereinabove the securities furnished by the Borrower from time to time for any other facility

FOR

FOR

THE BANK

THE BORROWER

**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY RECKONER)**

availed by the Bank shall secure the aggregate facilities granted / to be granted by the Bank from time to time notwithstanding the individual facility limits and the Bank shall have the power from time to time to change the individual facility limits and the security or for interchanging within the individual facility limits granted/ to be granted or for granting the additional facility limits within the aggregate secured limits.

**19. SECURITISATION & ASSIGNMENT**

- 19.1 The Bank shall have absolute discretion, power and authority to assign, sell or transfer the Facility in any manner, in whole or in part, to any third party of the Bank's choice without reference to or without written intimation to the Borrower and/or guarantor (if any). Any such sale, assignment or transfer shall bind the Borrower and guarantor, (if any) to accept such third party as creditor exclusively or as a joint creditor with the Bank or with a right to the Bank to continue to exercise all power hereunder on behalf of such third party and the Borrower shall be bound to pay over such outstandings and dues to such third party and/ or to the Bank, as the Bank may direct. The third party shall have the authority of the Bank to collect the dues. Such securitisation/assignment shall not in any way impinge upon any other rights of the Bank or the Borrower and shall not add any additional liability or financial burden on the Borrower than otherwise provided by the terms of this Agreement.
- 19.2 The Bank may assign to any person, bank, financial institution or any other corporate/institution any of its rights under this Agreement and in particular may assign such rights by way of a charge and any person to whom such rights are assigned shall be entitled to the full benefit of all such rights of the Bank.
- 19.3 Provided that in the event of an assignment by the Bank of its rights, benefits or obligations under this Facility Agreement and/or any other Transaction Documents, to the new Bank, the relationship between the New Bank and the Borrower shall be governed, at the option of the new Bank, by the special legislations that are at present and/or then applicable/available to such new Bank under applicable laws, inter alia in respect of enforcement of obligations/security and/or rights of recovery.
- 19.4 The Borrower hereby agrees to execute necessary documents to facilitate the said assignment, transfer and sale by the Bank.

**20. COSTS, CHARGES AND EXPENSES**

- 20.1 The Borrower shall forthwith pay or reimburse to the Bank all costs, charges, expenses (including charges between the attorney or counsel and other experts, consultants or professionals), disbursements, taxes including but not limited to GST, fees, stamp duties, other charges whatsoever incidental to or arising out of the Facility, its negotiation, the preparation, execution, registration and stamping of the documents relating thereto, including, as applicable, the documents connected with any security furnished to the Bank for the Facility together with invoice discounting charges thereon, and the preservation and protection of the Bank's rights and interests, stock inspection report of the goods or the enforcement or realisation of any security or any demand or any attempted recovery of the amounts due from the Anchor.
- 20.2 The Borrower hereby agrees to indemnify and keep indemnified the Bank, fully and completely, against any liability in respect of all such costs, charges and expenses stipulated herein.

**21. RELATIONSHIP BETWEEN THE PARTIES**

FOR

FOR

THE BANK

THE BORROWER



**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY  
RECKONER)**

The Bank and the Borrower shall be and always act as independent parties, and under no circumstance shall this Agreement be construed as one of agency, partnership or joint venture or employment between any of them. The relationship between the Bank and the Borrower under and/or in pursuance of this Agreement is on a principal to principal basis. Consequently, neither Party shall be entitled to represent the other and/ or make any commitment on behalf of and/or in the nature of the other to or before any public body or authority and / or with traders or any other person. Furthermore, no relationship in the nature of partnership or association of persons is hereby being created or intended to be created between the Bank on one hand and the Borrower on the other hand in connection with and/ or relating to the grant of the Facility to the Borrower pursuant to this Agreement. It is also clarified for the purpose of abundant caution that the Bank shall not in any circumstance be deemed to be an agent of the Borrower or vice-versa under any law for the time being in force.

**22. ARBITRATION**

- 22.1 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.
- 22.2 Nothing contained herein shall be construed as extinguishing, limiting or ousting Bank’s rights under the Recovery Of Debts Due To Banks And Financial Institutions Act, 1993, Insolvency and Bankruptcy Code, 2016 and/or Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or under any applicable law, if any in connection with recovery of Facility Obligations due under this Facility Agreement and the Facility Documents.
- .

**23. INDEMNITY**

- 23.1 The Borrower hereby, unconditionally and irrevocably, indemnifies and agrees to keep indemnified and save harmless and defend the Bank including its directors, officers, representatives, servants and agents from and against all cost, charges, expenses (including legal cost, advocates fee etc.), penalties, claims, demands, loss, damages etc. which they or any of them may suffer or incur arising out or with respect to:
- 23.1.1 Any breach, default, act of commission or omission, on the part of the Borrower or any other party to the Transaction Documents, of the

FOR

FOR

THE BANK

THE BORROWER

**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY RECKONER)**

- provisions of this Agreement/Transaction Documents;
- 23.1.2 The failure of the Borrower to comply with the applicable laws or to make payments of taxes including but not limited to GST and stamp duty;
- 23.1.3 Any of the representations and warranties made by the Borrower, not holding good and true, whether at the time when the same were made or at any time thereafter;
- 23.1.4 Any breach by the Borrower of the terms and conditions, covenants and undertakings and confirmations as contained in this Agreement and/or arising herefrom;
- 23.1.5 Any liabilities, claims, demands and actions which may be brought against or taken against the Bank by any governmental, statutory and/or regulatory authorities or agencies or departments whatsoever, on account of the Borrower having failed to take or omitted to take any action including as required by such authorities and/or agencies and/or departments in relation to the sales transactions and the Invoice(s) and the amounts receivable under such Invoice(s);
- 23.1.6 Any of the monies under the Invoice(s) becoming irrecoverable on account of the same being disputed on any ground whatsoever.
- 23.2 The rights of the Bank under this Clause shall be in addition to, and without prejudice to the other rights of the Bank as provided for under this Agreement.
- 23.3 The liability and responsibility as also the indemnity/ies herein contained of the Borrower arising from anything done or any act of commission or omission occurring prior to the termination or sooner determination of this Agreement shall survive in so far as they pertain to events/occurrences that transpired during the period of this Agreement and be enforceable and carried out notwithstanding any such termination and/or sooner determination.

**24. INDEMNITY RELATING TO ELECTRONIC INSTRUCTIONS**

- 24.1 Notwithstanding anything to the contrary contained in the Agreement or any other document executed between the Parties, the Borrower hereby request and authorize the Bank to act and rely on any instructions or communications (“**Electronic Instructions**”) for any purpose (including but not limited to the instructions / communications pertaining to the operation of all our accounts) which may from time to time be or purport to be given, duly signed by the authorized signatories of the Borrower or the Anchor in manners, included but not limited to:
  - (a) Electronic Instructions:
    - (i) The service request duly signed on letterhead of the Borrower by authorized signatories; and/or
    - (ii) Cheque along with a covering letter both duly signed by authorized signatories.
  - (b) E-Mail Instructions:
    - (i) Scanned service request on letterhead of the Borrowed duly signed by authorized signatories and/or
    - (ii) Scanned cheque duly signed by authorized signatories.
- 24.2 The Borrower acknowledges that any risk, including errors, misunderstandings, mis-utilization, fraudulent use, hacking, virus, malicious, corruptive or destructive code and/or programme shall be fully borne by them and shall assume full responsibility, and the Bank shall not be held liable for any actions, demands, losses, costs, expenses, liabilities, charges or damages including legal fees arising out of actions or omissions of the Bank.

FOR

FOR

THE BANK

THE BORROWER

**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY RECKONER)**

- 24.3 The Borrower further understands and agrees that the Anchor may raise Draw Down Request (“DDR”) of the transaction amount from the e-mail as stipulated in Schedule 1 Part B of this Agreement and the Bank shall not be held liable for any actions, demands, losses, costs, expenses, liabilities, charges or damages including legal fees arising out of actions or omissions of the Bank. The transaction amount shall be defined as the corresponding value of the Goods supplied by the Borrower to the Anchor under the invoice, including interest, delayed payment interest, taxes and duties thereon.
- 24.4 The Borrower further acknowledges that Bank shall not be responsible to ensure the authenticity, validity, or source of Electronic Instructions and it shall be presumed to be final, conclusive and binding on the Borrower and shall be fully responsible for the same.
- 24.5 The Bank may stop/terminate this service of action on the Electronic Instructions by serving 7 (seven) days prior written notice. However, any such termination shall not affect anything done or any rights or liabilities accrued or incurred prior to the termination and shall survive any such termination.

**25. LIMITATION OF LIABILITY**

The Bank shall not be liable to the Borrower or any other person for any act, delay or failure to act, on the part of the Bank or any other person, in respect of any of its rights or obligations under this Agreement.

**26. INSTRUCTIONS OF BORROWER**

- 26.1 The Bank is authorised to act on the instructions of the Authorised Person(s) provided the instructions are in line with this Agreement.
- 26.2 The Bank may, at its discretion, accept instructions (including fax and/or emails received) believed by it to have emanated from the Authorised Person(s) and, shall not be obliged to authenticate or verify the instructions emanating from the Authorised Persons. The Bank if it acts in good faith on such instructions, such instructions shall be binding on the Borrower and the Bank shall not be liable for doing so, whether or not the instructions were given by the Authorised Person(s) and the Bank shall not be under any duty to verify the identity of the person(s) giving those instructions.
- 26.3 The Bank reserves the right to refuse to act on the instructions of the Borrower or the Authorised Person(s) if, in its opinion, there are reasonable grounds for doing so.

**27. GENERAL**

- 27.1 This Agreement may be amended only in writing and shall be binding upon and to the benefit of the Parties hereto.
- 27.2 All costs, charges and expenses including the stamp duty in respect of this Agreement shall be borne by the Borrower.
- 27.3 The Borrower shall submit copies of its financial statements duly audited as also the unaudited half yearly statements and tax assessment order and returns every year and such other information as may be required by the Bank and/or the institution/s providing the refinance to the Bank.
- 27.4 No relaxation, forbearance, delay or indulgence by the Bank in enforcing any of the terms and conditions of this Agreement or the granting of time by the Bank to the Borrower shall prejudice, affect or restrict the rights and powers of the Bank hereunder nor shall any waiver by the Bank of any breach hereof operate as the waiver of any subsequent or any continuing breach hereof.

FOR

FOR

THE BANK

THE BORROWER

**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY RECKONER)**

- 27.5 Any notice or demand hereunder shall be in writing and signed by the Bank or its authorized representative and may be made by leaving the same or sending it through post / courier addressed to the Borrower at the address specified or the address last known to the Bank; and a notice or demand so given or made shall be deemed to be given or made on the date it was so left or, as the case may be, two business days following that on which it was so posted / couriered, and shall be effectual notwithstanding the same may be returned undelivered and notwithstanding the Borrowers changes of address.
- 27.6 The Borrower shall execute at its own cost in favour of the Bank or its nominee any further/ additional/ fresh deeds / documents etc. whenever required by the Bank to do so.
- 27.7 If any provision of this Agreement is illegal, invalid or unenforceable for any reason whatsoever, it will be severed from the remaining provisions, which will remain unaffected.
- 27.8 The Borrower shall, in the event of any change in authorised signatories, keep the Bank informed, and shall also make immediate arrangement to replace the post dated cheques issued, if any, not still encashed with fresh cheques signed by new signatories. Failure to keep the Bank informed of the change or to replace the cheques shall be construed as default and Bank may take any such action that they may deem fit.
- 27.9 The Borrower declares and represents that every statement and representation made and every particular given by it in relation to this transaction are true and correct.
- 27.10 Words importing the plural shall, except where the context otherwise requires include the singular and vice versa. The pronouns he, she or it and their cognate variations are used as interchangeable and should be interpreted in accordance with the context. Clause headings are for convenience only and shall not be considered for the purposes of interpretation.
- 27.11 The Borrower shall not be permitted to assign, transfer and / or delegate any of its rights and/or obligations under this Agreement to anyone else. However, Bank shall have the right to assign, novate, transfer its rights and obligations or any part thereof under this Agreement and/or securitise wholly or in part the receivables under the Facility and the benefits or benefits of all the documents, agreements and securities executed in respect thereof in favour of any company, special purpose vehicle, trust, facility provider or any other entity without being required to obtained the permission of the Borrower in this behalf. Notwithstanding any such assignment or transfer, the Borrower shall unless otherwise notified by the Bank, continue to make payments under this Agreement to the Borrower.
- 27.12 Any delay in exercising or omission to exercise any right, power or remedy exercisable by the Bank under these presents shall not impair any such right, power or remedy, or be construed to be an acquiescence in any default, nor shall the action of the Bank in respect of any default or any acquiescence in any default, affect or impair any right, power or remedy of the Bank including in respect of any other or subsequent default.

**28. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in all respects with the Indian laws and the Parties hereto agree that any matter or issue arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts at Mumbai or such other jurisdiction as the Bank may, in its sole

FOR

FOR

THE BANK

THE BORROWER

(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY RECKONER)

discretion decide.

29. NOTICE

29.1 Any notice or demand hereunder shall be in writing and signed by the Bank or its authorized representative and may be made by leaving the same or sending it through post / courier addressed to the Borrower at the address specified or the address last known to the Bank; and a notice or demand so given or made shall be deemed to have been given or made on the date it was so left or, as the case may be, two business days following that on which it was so posted / couriered, and shall be effectual notwithstanding the same may be returned undelivered and notwithstanding the Borrower’s change of address.

Address of the Bank  
As provided in Schedule 1 Part B

Address of the Borrower  
As provided in Schedule 1 Part B

Address of the Anchor  
As provided in Schedule 1 Part B

29.2 Any change in the address(es) of the Borrower or Anchor shall be informed by the Borrower in writing to the Bank at the address as mentioned in Clause 28.1 within a period of 15 (fifteen) days from such change in the address/es of the Borrower.

29.3 The address of the Borrower as provided in Clause 29.1 hereinabove shall be the controlling location for all operational purposes. The Bank shall deal only with the controlling location for service provisions, invoicing requirement, payment co-ordination and any other action arising out of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed in the place and on the day, month and year mentioned hereinabove.

SIGNED AND DELIVERED BY THE	SIGNED AND DELIVERED BY THE
AUTHORIZED SIGNATORY/IES FOR	AUTHORIZED SIGNATORY/IES FOR

\_\_\_\_\_

\_\_\_\_\_

BANK  
  
DATE

BANK  
  
DATE

FOR

FOR

THE BANK

THE BORROWER



(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY RECKONER)

ANNEXURE

SCHEDULE – I  
Part A

DETAILS OF THE BORROWER

(Please fill up the details of the Borrower.)

Mr. /Ms. \_\_\_\_\_ of \_\_\_\_\_ <City  
Name> \_\_\_\_\_ Indian Inhabitants residing at \_\_\_\_\_  
\_\_\_\_\_

OR

Mr. /Ms. \_\_\_\_\_ of \_\_\_\_\_ <City name> \_\_\_\_\_  
Indian Inhabitants carrying on business as Proprietor/ Proprietress under the  
proprietorship Firm name and style of \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_

OR

\_\_\_\_\_ a  
Private Ltd./Public Ltd. Company having its Registered Office at \_\_\_\_\_  
\_\_\_\_\_

OR

1) \_\_\_\_\_  
2) \_\_\_\_\_  
3) \_\_\_\_\_  
4) \_\_\_\_\_  
carrying on business under partnership Firm name and style of \_\_\_\_\_  
at \_\_\_\_\_  
\_\_\_\_\_

FOR

FOR

THE BANK

THE BORROWER  
Page 29 of 31

(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY RECKONER)

SCHEDULE – I

Part B

Sanction Letter Date									
Date of Agreement	[●]								
Facility Amount	UptoRs. _____ Crores on a revolving basis.								
Name of the Anchor:									
Purpose	<Please provide>								
Margin	_____ % of the goods Invoice registered value/Bill registered value /amount as confirmed by the Anchor, whichever is less, shall be retained by the Bank as Margin, at the time of disbursement.								
Revolving Tenure	XX days per disbursement.								
Invoice Discounting Charges	_____ % p.a. front ended, subject to change as may be communicated by the Bank in writing. In case of pre-payment, the excess interest amount will be refunded.								
Non Refundable Processing Fee	<div>_____ % or Rs. _____/- (non refundable) plus applicable taxes to be paid upfront at the time of acceptance of the Sanction Letter for the period From dd/mm/yyyy to dd/mm/yyyy</div> <div>Processing Fees to be credited in favour of Bank in the following accounts details:</div> <table> <tr> <td>Beneficiary Name</td> <td>Unity Small Finance Bank Limited</td> </tr> <tr> <td>Bank Name</td> <td></td> </tr> <tr> <td>IFSCCode</td> <td></td> </tr> <tr> <td>VirtualAccountNo</td> <td></td> </tr> </table>	Beneficiary Name	Unity Small Finance Bank Limited	Bank Name		IFSCCode		VirtualAccountNo	
Beneficiary Name	Unity Small Finance Bank Limited								
Bank Name									
IFSCCode									
VirtualAccountNo									
Delayed Payment Charges	_____ % p.a. for the period of delay to be borne by Borrower.								
Principal Amount	In the event of any rejection/short payment from the Anchor, the Principal Amount shall be recovered from Borrower.								
Overdue/outstanding - Set off / adjustment	The Bank shall have a right to set off any outstanding / over dues of the Borrower from future disbursements/ other receipts.								
Security	(As per Sanction Letter)								
Condition Subsequent, if any									
Office at which Payments are to be made by Borrower									
Address of the Bank for Service of Notice	<div>&lt;Branch address of the Bank&gt;</div> <div>&lt;Telephone No&gt;</div> <div>Email: <b>Request for DDR/Disbursement purposes:</b> scfdisbursal@unitybank.co.in</div> <div><b>Request for customer services purposes:</b> <u>scfcustomerservice@unitybank.co.in</u></div> <div>&lt;Kind Attention:&gt;</div>								
Address of the Borrower for Service of Notice	<div>&lt;Address&gt;</div> <div>&lt;Telephone No&gt;</div> <div>&lt;Email Address&gt;</div> <div>&lt;Kind Attention:&gt;</div>								
Address of the Anchor for Service of Notice	<div>&lt;Address&gt;</div> <div>&lt;Telephone No&gt;</div> <div>&lt;Email Address&gt;</div> <div>&lt;Kind Attention:&gt;</div>								

FOR

FOR

THE BANK

THE BORROWER

**(TO BE PRINTED ON THE STAMP PAPER AS PER STAMP DUTY READY RECKONER)**

FOR

THE BANK

FOR

THE BORROWER