



Unity Small Finance Bank Limited

Secured Business Loans

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

Vernacular Undertaking

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

Facility Agreement

This Facility Agreement (hereinafter referred to as the "Facility Agreement") is executed at the place and on the date set out in Schedule I.

BY AND BETWEEN

- (1) **Unity Small Finance Bank Limited**, a company incorporated under the Companies Act, 2013 and a banking company within the meaning of Banking Regulation Act, 1949, having corporate identification number U65990DL2021PLC385568 and registered office at 40, Basant Lok, Vasant Vihar New Delhi-110057 (hereinafter referred to as "Bank" which expression shall, unless repugnant to the context or meaning thereof, mean and include successors in interest and assigns) of the **ONE PART;**

AND

- (2) The person(s) specified as the Borrower and Co-Borrower in Schedule I to this Facility Agreement (hereinafter collectively referred to as the "Borrower") of the **OTHER PART.**

The expression 'Borrower', unless it be repugnant to the context or meaning thereof, shall mean and include:

- (i) in the event that the Borrower is a company within the meaning of the Companies Act, 2013 or Companies Act, 1956 or a Limited Liability Partnership, incorporated under the Limited Liability Partnership Act, 2008, its successors and permitted assigns;
- (ii) in the event that the Borrower is a partnership firm for the purposes of the Indian Partnership Act, 1932, the partners for the time being and from time to time, their respective legal heirs, executors and administrators;
- (iii) in the event that the Borrower is a sole proprietorship, the sole proprietor, his/her legal heirs, administrators and executors;
- (iv) in the event that the Borrower is a joint Hindu undivided family (HUF), the karta and any or each of the adult members of the HUF, their survivor(s) and their respective heirs, executors, and administrators;
- (v) in the event that the Borrower is a society, the members of the governing body of the society and any new members elected, appointed or co-opted thereon;
- (vi) in the event that the Borrower is a trust, the trustee or trustees for the time being thereof and their respective legal heirs, executors, administrators and successors;
- (vii) in the event that the Borrower is an individual, his/her legal heirs, administrators and executors.

The Borrower and Bank shall hereinafter be collectively referred to as "Parties" and individually as "Party", as the context may require.

WHEREAS:

- (a) The Bank is a banking company and is inter alia, engaged in the business of providing credit facilities.
- (b) The Borrower is desirous of availing the Facility (as defined hereinafter) for which it has approached Bank.
- (c) The Bank has, on the basis of the Borrower's representations, warranties, covenants and undertakings, agreed to provide the Facility (as defined hereinafter) subject to the terms and conditions contained in the Facility Documents (as defined hereinafter).
- (d) The Facility shall be secured by the Security provided by the Borrower and / or the Security Provider, details whereof is/are more particularly described in the Schedule I of this Facility Agreement

NOW THEREFORE, in consideration of Bank having granted/agreed to grant the Facility mentioned in the Facility Documents, the Borrower hereby agrees, covenants, confirms and records the terms and conditions as under:

1. DEFINITIONS AND INTERPRETATIONS

1.1. DEFINITIONS

Unless the context requires otherwise in the Facility Documents, the following terms when capitalized shall have the meaning set out below:

- (a) **"Affiliate"** in relation to (a) any Person, means any entity directly or indirectly Controlling or Controlled by, or under common Control with,

that Person and (b) a Person being a natural person, shall include Relatives of such Person.

- (b) **"Ancillary Documents"** means (i) the demand promissory note in the form set forth in Schedule V, (ii) letter of continuity for demand promissory note in the form set forth in Schedule VI and (iii) the charges deduction letter in the form set forth in Schedule VII.
- (c) **"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.
- (d) **"Anti-Bribery and Corruption Laws"** shall mean the Foreign Corrupt Practices Act, 1977, the UK Bribery Act of 2010 or any similar laws, rules or regulations issued, administered or enforced by the United Kingdom, the United States of America, the European Union or any of its member states, or any other country or governmental agency having jurisdiction over the Borrower or any other member of the group.
- (e) **"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.
- (f) **"Assets"** means all assets and properties of whatsoever nature both present and future, (whether moveable, immoveable, tangible, intangible or otherwise), investments, account receivables, trade receivables, book-debts, bills, commissions, cash-flows, revenues including rights, benefits, interests and title thereto.
- (g) **"Authority"** includes any (a) court, tribunal; (b) government owned body, department, commission, authority, tribunal, agency, entity, statutory body, or central bank (c) national, supranational, regional, central, state, city, municipal or local government, governmental authority or political subdivision thereof, having or purporting to have jurisdiction; or (d) any agency or instrumentality of any of the authorities referred to in (a), (b) or (c) above, which exercises executive, legislative, judicial, regulatory, or administrative functions.
- (h) **"Authorization"** means and includes any authorization, consent, approval, resolution, license, exemption, filing, registration, and notarisation.
- (i) **"Availability Period"** means the availability period as mentioned in Schedule I, subject to any extension agreed to by Bank in writing from time to time.
- (j) **"Obligors / Borrower(s) / Co Borrower(s) / Guarantor(s)"** means each Person named as in Schedule I attached hereto.
- (k) **"Business Day"** means a day on which the banks in place where the branch office of the Bank is located are open for business, excluding second and fourth Saturday, Sunday and Public Holidays under Negotiable Instruments Act, 1881.
- (l) **"Charges"** shall include all commissions, commitment charges, Prepayment/ foreclosure charges, processing fees, upfront fees and other costs, expenses, and fees (including legal fees, stamp duties, periodic valuation costs, inspection costs, and insurance expenses) incurred by Bank and/ or its Affiliates, nominees and/ or agents, arising out of or in connection with the Facility including the charges set out in Schedule I of this Facility Agreement.
- (m) **"CIBIL"** means Trans Union CIBIL Limited, or any other credit information company registered with the RBI.
- (n) **"Control"** means the power to direct the management or policies of a Person, directly or indirectly, whether through the ownership of shares

- or other securities, by contract or otherwise; provided that, in any event (and without limiting the foregoing), either (a) direct or indirect ownership of more than 25% (twenty five percent) of the voting share capital of a Person, or (b) the power to appoint a majority of the board of directors or similar governing body of a Person, shall, in each case, be deemed to constitute Control of that Person. "Controlling" and "Controlled" shall have the corresponding meanings.
- (o) **"Customer Information"** shall have the meaning given to the term in Clause 13.1.
- (p) **"Default Interest"** means the rate of interest stipulated in Schedule I which is applicable in addition to the Interest Rate upon default in payment of all or any part of the Facility Obligations.
- (q) **"Disbursement Request Form"** means the request letter substantially in the form set forth in Schedule II which is required to be submitted to Bank by the Borrower for disbursement of the Facility Amount.
- (r) **"Disbursement Date"** each date on which any amount under a Facility is made available by Bank to the Borrower and is irrespective of the date on which such amount may be actually utilized by the Borrower.
- (s) **"DRT Act"** means the Recovery of Debts Due to Banks and Financial Institutions Act, 1993, as amended from time to time.
- (t) **"Drawdown"** shall mean a disbursement of the Facility Amount, in accordance with the terms and conditions of this Facility Agreement.
- (u) **"Due Dates"** means the due dates for repayment/repayment date of the Facility Obligations as mentioned in Schedule I and/or in the repayment schedule provided by Bank to the Borrower.
- (v) **"Encumbrance"** includes (a) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, equitable interest, deed of trust, Security Interest, conditional sales contract, title retention, preferential right, option (including call commitment), trust arrangement, right of set-off, counterclaim, banker's lien, or other encumbrance of any kind securing or conferring any privilege/priority; (b) restriction or limitation of any nature whatsoever, including any voting agreement, interest, option, right of first offer, receipt of income, or exercise of any other attribute of ownership; or (c) any adverse claim as to title, possession or use; (d) any designation of loss payees or beneficiaries or any similar arrangement under or with respect to any insurance policy; or (e) any preference of one creditor over another; (f) any other Security Interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same. **"Encumber"** shall have the corresponding meanings.
- (w) **"Equated Monthly Instalment"** or "EMI" means the amount of payment to be made by the Borrower to Bank on the Due Date in respect of the Facility comprising of principal and Interest rounded off to the next rupee.
- (x) **"Event of Default"** means any event or circumstance specified as such in Clause 11.1.
- (y) **"Existing Facility Documents"** shall have the meaning given to the term in Clause 2.10 (b).
- (z) **"Facility"** means the credit facility granted by Bank to the Borrower as specified in Schedule I on the terms and conditions provided in the Facility Documents and as may be extended, modified or renewed at Bank's discretion.
- (aa) **"Facility Amount"** means the sanctioned amount of the Facility as specified in Schedule I or such other revised amount as subsequently communicated by Bank to the Borrower.
- (bb) **"Facility Agreement"** means this agreement, supplements, amendments, modifications and its Schedules (including Schedule I).
- (cc) **"Facilities Accounts"** shall mean the accounts opened in the name of the Borrower with the Bank for the purposes of the Facility.
- (dd) **"Facility Documents/Finance Documents/Transaction Documents"** means this Facility Agreement, the Sanction Letter, Security Documents, Guarantee deeds, Ancillary Documents, Supplemental Documents and such other documents as may be executed by the Parties as the Bank may deem fit in connection with this Facility Agreement.
- (ee) **"Facility Obligations"** shall mean the aggregate of all amounts payable by the Borrower from time to time to Bank in connection with the Facility or pursuant to the terms of the Facility Documents, including without limitation:
- the principal of the amounts disbursed under the Facility, Interest due thereon, and all other Charges, obligations and liabilities of the Borrower, including indemnities, Interest, Default Interest, Default Charges, commissions, liquidated damages, premium on prepayment, and other monies incurred under, stipulated in, arising out of or in connection with any Facility Documents;
 - all costs, charges and expenses for preserving the Security and/or enforcement thereof incurred by Bank, to the extent that the same are not repaid or recovered by Bank in accordance with the provisions of the Facility Documents; and
 - in the event of any proceeding for the collection or enforcement of the Facility Obligations, after an Event of Default shall have occurred and be continuing, the expenses of retaking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing the Security Interest, or of any exercise by Bank, or any security trustee, of its right under the Facility Documents, together with legal fees and court costs to the extent that the same are not repaid or recovered by Bank in accordance with the provisions of the Facility Documents.
- (ff) **"Financial Indebtedness"** includes any actual or contingent financial obligation (whether incurred as principal or as surety) for or in respect of (a) monies borrowed, whether secured or unsecured; (b) any amount raised pursuant to any issue of bonds, notes, loans, loan stock or any similar instrument; (c) any amount raised under any other transaction having the commercial effect of a borrowing; (d) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby, or documentary letter of credit or any other instrument issued by a bank or financial institution, and (e) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (d) above.
- (gg) **"Guarantee"** means the guarantee to be procured by the Borrower from the Guarantor as provided in Schedule I pursuant to which each of the Guarantor shall be jointly and severally liable for the Facility Obligations of the Borrower under the Facility Documents.
- (hh) **"Guarantor"** means those persons stated as guarantor(s) in Schedule I who shall be jointly and severally liable for the Facility Obligations of the Borrower under the Facility Documents.
- (ii) **"Incapacity"** means in relation to a person, death, bankruptcy, unsoundness of mind, retirement, insolvency, liquidation, dissolution, winding up, administration, receivership, amalgamation, reconstruction or other incapacity of that person whatsoever (and, in case if a partnership includes termination and/or change in the composition of partners).
- (jj) **"Indemnified Party"** shall have the meaning as ascribed to the term in Clause 9.1.
- (kk) **"Interest"** means the interest payable on the Facility at the Interest Rate as specified in Schedule I.
- (ll) **"Interest Rate"** means the rate of interest applicable on the Facility as stipulated in Schedule I or as subsequently communicated by Bank to the Borrower.
- (mm) **"Losses"** shall have the meaning as ascribed to the term in Clause 9.1.
- (nn) **"Material Adverse Effect"** means the effect or consequence of an event or circumstance which in the opinion of Bank, has caused as of any date of determination, a material and adverse effect on (a) the business prospects, (financial or otherwise) of the Borrower; (b) the ability of the Borrower to comply with its obligations under the Facility Documents; (c) the validity, legality, enforceability or the effectiveness of the Facility Documents; (d) validity, legality, enforceability, effectiveness, or ranking of any Security granted or purported to be granted in favour of Bank pursuant to any of, the Facility Documents; or (e) the rights or remedies of Bank under any of the Facility Documents

- (including the value of any Security).
- (oo) **"Moratorium Period"** means the moratorium period as mentioned in Schedule I.
 - (pp) **"OTP"** shall mean one time password sent to the Borrower's cell phone/ registered mobile number, email address for the purpose of authentication".
 - (qq) **"Penal Charges"** means all costs, penalties, fees, charges, fines and expenses (including legal fees, stamp duties, periodic valuation costs, inspection costs, and other expenses) arising out of or in connection with a default in payment of all or any part of the Facility Obligations.
 - (rr) **"Person"** means any natural person, body corporate, Company, organization, associations, partnership, limited liability partnership (LLP), proprietorship, HUF, trust, union, society, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Law.
 - (ss) **"Potential Event of Default"** means any event which is in the Bank's opinion with the lapse of time or notice may become an Event of Default.
 - (tt) **"Prepayment Charges"** means the prepayment/foreclosure charges as stipulated in Schedule I or as subsequently revised by Bank.
 - (uu) **"Purpose of Sanction"** means the purpose for which a Facility has been granted as specified in Schedule I.
 - (vv) **"RBI"** means the Reserve Bank of India established under the Reserve Bank of India Act, 1934.
 - (ww) **"Sanction Letter"** means the sanction letter setting out the terms for the sanction of the Facility issued by Bank to the Borrower on the date as set out in Schedule I and includes all or any modifications to the said sanction letter made from time to time.
 - (xx) **"SARFAESI"** means the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, including the rules framed thereto, as amended from time to time.
 - (yy) **"Schedule"** means the schedule to this Facility Agreement as amended from time to time.
 - (zz) **"Secured Assets"** shall mean the Assets over which Security Interest is created by the Borrower or the Security Provider, as more particularly provided in Schedule I.
 - (aaa) **"Security"** means the Security Interest to be created by the Borrower or Security Provider in favour of Bank as (a) detailed out in Schedule I and the Facility Documents, and (b) as provided under Clause 3.
 - (bbb) **"Security Documents"** means any documents executed in relation to any Security pursuant to this Facility Agreement and amendments thereto.
 - (ccc) **"Security Interest"** means right, title and interest of any kind over the Secured Assets and includes any mortgage, lien, hypothecation, charge (fixed or floating), pledge, assignment, security interest or interest in the nature of security, deed of trust or other encumbrance of any kind, or any other type of preferential arrangement, including without limitation, any agreement to give same effect as any of the foregoing, any conditional sale and any designation of loss payees or beneficiaries or any similar arrangement under any insurance policies.
 - (ddd) **"Security Provider"** shall mean any Person including the Borrower who creates Security Interest in favour of Bank or provides a Guarantee in order to secure the Facility in terms of the Facility Documents.
 - (eee) **"Supplemental Documents"** shall have the meaning given to the term in Clause 2.10 (a).
 - (fff) **"Term"** shall have the meaning given to the term in Clause 2.3.
 - (ggg) **"Tax"** includes any present or future tax (including stamp duty), deductions, withholdings, levy, impost, duty, charge (including registration charges), assessment, or fee of any nature (including interest, penalties and additions thereto) that is imposed by any Authority, together with all interest, surcharge, penalties, and additions imposed with respect to such amount.
 - (hhh) **"Tax Deduction"** means a deduction or withholding on account of Tax from a payment.
 - (iii) **"IBC"** means Insolvency and Bankruptcy Code, 2016, including the rules framed thereto, as amended from time to time.

1.2. INTERPRETATION

In this Facility Agreement, unless the context otherwise requires:

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

2. THE FACILITY

- a. The Bank hereby agrees to lend and extend to the Borrower during the Availability Period, and the Borrower hereby agrees to avail from Bank, the Facility up to the Facility Amount for the Purpose of Sanction in

accordance with the terms and conditions set out in the Facility Documents.

- b. The Borrower will, from time to time, on demand by the Bank, pay to the Bank such amounts as the Bank may certify by way of a written notice as necessary to compensate the Bank for any additional cost or reduction of return which arises as a result of compliance with any present or future law, regulation, directive or request (whether or not having the force of law and including, without limitation, one relating to capital adequacy, liquidity, reserve or special deposit requirements or Taxes) and any rule or request of the RBI or any organization whose rules are binding on the Bank.
- c. The Borrower undertakes to execute such other documents as may be required by the Bank from time to time with regard to the Facility which shall be construed as a Facility Documents. Unless otherwise agreed to by the Bank in writing, the undrawn amount of the Facility shall stand automatically cancelled upon the expiry of the Availability Period.

2.1. Facility Amount and Disbursement

- (a) During the Availability Period, the Borrower may Drawdown the Facility Amount either in a single tranche or in multiple tranches, as set forth under Schedule I. Each such tranche, shall be deemed to be a separate and independent Facility, capable of being separately and distinctly assigned and enforced in accordance with the terms and conditions of the Facility Documents.
- (b) On any Business Day during the Availability Period, and subject to the satisfaction of the conditions in Clause 5.2 and Clause 6, the Borrower may request disbursement of any undrawn portion of the Facility Amount subject to the terms of Schedule I, by delivering a duly completed and executed Disbursement Request Form to Bank, provided that the first disbursement shall also be subject to satisfaction of the conditions set forth in Clause 5.1. Any such disbursement request made by the Borrower shall be irrevocable and shall commit the Borrower to borrow in accordance with such notice. In the event the Borrower seeks to cancel a disbursement after the acceptance of a Disbursement Request Form by Bank, the Borrower shall be liable to pay such Charges as may be stipulated by Bank in connection with such cancellation.
- (c) The Bank may, in its sole discretion, upon receipt of a duly completed and executed Disbursement Request Form, and subject to satisfaction of the relevant conditions under Clauses 5 and 6 as determined by Bank, make available the amount mentioned in the Disbursement Request Form through an account payee cheque/ demand draft/ electronic transfer of funds to the Borrower or any Person nominated by the Borrower.
- (d) The Bank may at its sole discretion make payment under/disburse the Facility to the Borrower and/or any Person nominated by the Borrower including the supplier of Secured Asset, who is entitled to receive money from Borrower (basis the Purpose of Sanction). All disbursements to such Person shall be against the account of the Borrower, under this Facility Agreement and accordingly, shall be deemed as disbursement made to the Borrower under this Facility Agreement.
- (e) If in connection with any Drawdown, Bank determines that any relevant condition under Clauses 5 and 6 has not been satisfied, Bank shall notify the Borrower that the Drawdown cannot be made/shall not be done.
- (f) Drawdowns under this Facility Agreement shall be made only during the Availability Period. The Borrower's right to request Bank for any Drawdown under the Facility shall cease upon the expiry of the Availability Period, and the undisbursed amounts under the Facility at the end of Availability Period shall stand automatically cancelled to that extent, unless otherwise agreed to by Bank in writing. It is clarified that the Facility Documents shall remain valid, operational and in full force and effect in the event Drawdowns are permitted by Bank after the expiry of the Availability Period.

- (g) The Bank may at its sole and absolute discretion and without any prior intimation to the Borrower reduce or modify the Facility and the same shall be binding upon the Borrower. However, upon receipt of a formal written request in the format and manner as may be specified by Bank, from the Borrower for adhoc increase in the Facility Amount, Bank may at its sole and absolute discretion increase the limits on a specific occasion or for such period of time as Bank may deem fit. Any adhoc increase in the Facility Amount does not assure the Borrower of the enhanced limit and upon the expiry of the agreed period or the occasion, the adhoc Facility Amount shall lapse. However, all the terms of the Finance Documents & Security Documents shall apply mutatis mutandis to the enhanced or modified loan amount also, and the security given to the Bank shall be deemed to be charged as collateral for the entire loan amount.

2.2. Term

The term of the Facility shall be such period as provided in the Sanction Letter ("Term").

2.3. Interest

- (a) Subject to the Moratorium Period, if any, Interest shall accrue at the applicable Interest Rate on the Facility in the manner set forth in Schedule I and shall begin to accrue from the date of debit to the Facility account simultaneously with Bank's disbursement of the Facility, whether or not such disbursement has been received by the Borrower or any other Person (as specified by the Borrower) by issuing disbursement payment order/demand draft or otherwise without Bank concerning itself with the receipt of such disbursement by the beneficiary/ recipient and also with the realization of such payment order / demand draft or the time taken in such realization.
- (b) The Bank shall have the right at its sole discretion to revise the Interest Rate at any time including at the time of each disbursement on account of changes in the lending rates, prevalent market practice, money market changes, variations prescribed by Authorities, reserve requirements, provisioning norms, or changes in the Applicable Law. The judgement of Bank with respect to occurrence of any these events shall be final and binding on the Borrower.. Any revision in the Interest Rate shall only be applicable on the Borrower prospectively from the date of communication of such Interest Rate reset.
- (c) All Interest shall accrue from day to day and be calculated on the basis of actual number of days elapsed in a year of 360 (three hundred and sixty) days. 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.
- (d) Interest on the Facility shall be computed and added to the Facility account as follows:
 - i. on the day of each calendar Month/Quarter/ Bi -Annually/Annually as stated in Schedule I.
 - ii. the present rate of Interest as charged is more particularly described in Schedule I herein or as may be prescribed by Bank from time to time.
 - iii. Interest from the date of debit to the Facility account till the commencement of the Principal Repayment shall be payable every Month / Quarter / Bi -Annually / Annually as mentioned in Repayment Schedule.
- (e) Interest shall be payable by the Borrower along with the Facility in accordance with the repayment schedule or as set out in Schedule I on each of the Due Dates.
- (f) The Borrower is aware that Bank has adopted risk based pricing which is arrived at after taking into account broad parameters like customer profile, financial, sources of funds, risk profile of the customer, nature of lending etc. and hence rate of interest may differ across Borrowers.

2.4. Increased Costs

- (a) The Borrower shall, within 7 (seven) days of a demand in writing from

Bank, pay Bank the amount of any Increased Costs incurred by Bank or any of its Affiliates as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any Applicable Law or (ii) compliance with any Applicable Law made after the date of this Facility Agreement. The term "Applicable Law" for the purpose of this Clause 2.5 shall include any law or regulation concerning capital adequacy, exposure norms, prudential limits, liquidity, reserve assets or Tax and accordingly, affecting this Facility Agreement.

For the purpose of Clause 2.5, "Increased Costs" means:

- (i) a reduction in the rate of return from a Facility or on Bank's (or its Affiliate's) overall capital (including by virtue of reserve Requirements); or
- (ii) a reduction of any amount due and payable under any agreement, incurred by Bank or any of its Affiliates, to the extent directly or indirectly, attributable to Borrower's obligations under this Facility Agreement. (b) If Bank intends to make a claim pursuant to Clause 2.5(a), it shall notify the Borrower of the event giving rise to the claim.
- (c) Bank shall, upon any demand by the Borrower, provide a certificate confirming the amount of its Increased Costs which shall be final and binding with respect to the quantum of the Increased Costs.
- (d) Any Increased Costs shall only be applicable on the Borrower prospectively.

2.5. Payment

- (a) The Borrower shall repay the Facility, to Bank, in the manner as specified in Schedule I on the Due Dates including by way of Equated Monthly Instalments. The first payment instalment for Bank shall be due on the Due Date. All subsequent payment instalments shall be due on the successive Due Dates. No notice, reminder or intimation regarding the Borrower's obligation and responsibility to ensure prompt and regular payment of Facility Obligations and all other amounts due and payable by the Borrower to Bank on the respective Due Dates shall be given by Bank. The Borrower agrees that timely repayment is the essence of this Facility Agreement.
- (b) Notwithstanding anything contained in the Facility Documents, the Facility Obligations or part thereof, shall become due and payable on the Due Dates, or earlier at Bank's option. If a Due Date or any date on which any other payment under this Facility is due, is not a Business Day, then such payment date shall automatically be the immediately preceding Business Day.
- (c) The last payment instalment together with all other amounts due and outstanding under this Facility Agreement shall be paid in full on the last Business Day of the Term or on such date specified in Schedule I or any repayment schedule issued by Bank to the Borrower.
- (d) The Borrower shall not be permitted under any circumstances to withhold/ delay the payment of any Facility Obligations. All payments made by the Borrower shall be made without deduction, set-off or counterclaim.
- (e) The Borrower shall make payment of any Charges levied on the Facility within 7 (seven) days of receipt of an invoice or communication from Bank.
- (f) The Facility Obligations shall be payable by the Borrower to Bank at such branch or place as notified by Bank; and
- (g) No notice, reminder or intimation will be given to the Borrower regarding repayment of the Facility Obligations on each Due Date. It shall entirely be the Borrower's responsibility to ensure prompt and timely payment to Bank. Any delay or default in payment of any Installment shall make the Borrower liable to pay to Bank, Default Interest (for the period of such default) and shall also constitute an Event of Default as set out in Clause 11.1.
- (h) Notwithstanding the above, Bank may, at any time during the subsistence of this Facility Agreement and in its sole discretion, have an escrow arrangement in a form which Bank in its sole and absolute discretion may deem fit, to receive all payments due under this Facility

Agreement from the Borrower. The Borrower hereby agrees and undertakes that it shall, upon receipt of intimation from Bank in this regard, enter into such agreements, arrangements and other documents as Bank may require for the aforesaid purpose and shall thereafter, unless it receives a contrary instruction from Bank, make all payments due to Bank under this Facility Agreement or any other Facility Document through such escrow arrangement.

- (i) The Borrower shall make payment towards the Facility Obligations in the account(s) communicated by Bank, through electronic transfer or by cheque/ bank draft drawn on a scheduled bank. Credit for all payments by cheque/ bank draft will be given only on realisation.
- (j) The Borrower agrees that Bank may, at its sole discretion: (i) debit the Borrower's Facility account for any overdue Facility Obligations, and/ or (ii) set off and appropriate any payment made by the Borrower against any payment obligation owed to Bank including towards any Facility Obligation.
- (k) The Borrower shall make a payment of the Facility as a priority payment over all its other Banks and no payment shall be made to any other party by the Borrower in preference over the Facility Obligations. Any such payment shall amount to a preferential arrangement by the Borrower detrimental to Bank's interest.
- (l) The Borrower acknowledges that any sums, Interest, default amounts including but not limited to the Default Interest and Default Charges under this Facility Agreement are reasonable and represent a genuine pre-estimate of the loss in the event of non- payment by the Borrower and/ or non-compliance with the terms of the Facility Documents. Further, the Borrower waives any defence available under usury or other Applicable Laws relating to the charging of Interest.
- (m) The Borrower shall bear the Tax on the Facility Obligations and all other levies as applicable on the Facility.
- (n) No cash payment to or payment in the name of any direct marketing agent, direct selling agent appointed by Bank shall be made and if any such payment is made, Bank shall not be responsible to take due account of the same.
- (o) No disputes whatsoever including any with a Security Provider or supplier of Secured Asset or any third party shall entitle the Borrower to withhold or delay the repayment of Facility Obligations payable under this Facility Agreement.
- (p) The Borrower hereby irrevocably undertakes and confirms that any inability or delay caused in the use or enforcement of a Secured Asset on account of the Secured Asset requiring or undergoing repairs or pending any insurance claim, or labour unrest or natural calamity or any Incapacity or non-receipt of applicable permission to enforce the Secured Asset from any Authority, shall not impair the liability of the Borrower to repay the Facility Obligations under this Facility Agreement.
- (q) The Borrower's liability hereunder shall not be affected, terminated or prejudiced by the death, insolvency or any Incapacity of the Borrower, but such liability shall continue in full force and effect and shall be binding on the Borrower's successors, heirs, etc. as provided in the title and as the case may be.
- (r) All stamp duty charges, service charges and legal charges as applicable under the Facility Documents shall be borne by the Borrower.
- (s) The Borrower's obligations hereunder will remain in full force and shall not be affected, impaired, diminished or extinguished by any act, omission, default, matter or thing except the full, prompt and complete performance of all the terms, undertakings and conditions of this Facility Agreement, including the due and punctual payment of all the Facility Obligations that may become due to Bank under this Facility Agreement.

2.6. Default Interest and Default Charges

- (a) If the Borrower defaults in payment of any of the Facility Obligations, then the Borrower shall be liable to pay Bank, Default Interest and Default Charges on the overdue amount, as mentioned in Schedule I.

- (b) The obligation of the Borrower to pay Default Interest and Default Charges on the Facility Obligations shall continue until the entire outstanding Facility Obligations to Bank have been paid in full.
- (c) The levy of Default Interest shall not prevent Bank from declaring an Event of Default during the continuance of delay/default in payment by the Borrower and shall not prejudice the exercise of any rights and remedies available to Bank upon the occurrence of an Event of Default.

2.7. Prepayment

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

2.8. Cancellation of a Facility

- (a) Bank can at its sole discretion and without assigning any reason whatsoever, cancel the Facility and call upon the Borrower to pay the Facility Obligations.
- (b) If by reason of the introduction of, or any change in any Applicable Law it is or has or shall become unlawful for Bank to lend or if it becomes unlawful for the Borrower to perform or comply with any of their respective obligations then, notwithstanding anything contained in this Facility Agreement and upon service of notice in this regard by Bank to the Borrower, Bank shall be entitled to cancel the Facility and the Borrower shall pay the Financial Obligations.
- (c) Any action/omission on the part of the Borrower under this Facility Agreement, which constitutes an Event of Default under the Facility Agreement, shall consequently, entitle Bank to terminate/cancel the Facility. In such a case, without prejudice to any other rights, Bank may, with or without notice, terminate this Facility Agreement and/or enforce any Security under the Facility Documents to recover the Facility Obligations from the Borrower.
- (d) The intimation of, or service of, cancellation by Bank to the Borrower is final, non-negotiable, and binding on the Borrower. Any cancellation will not affect the validity of this Facility Agreement or any other Facility Documents or discharge the liability of Borrower to pay the Facility Obligations to Bank.

2.9. Renewal and Modification of Facility

- (a) At the Borrower's request (in the form prescribed by Bank), Bank may, at its sole discretion, modify the terms of the Facility, enhance the Facility Amount, renew or extend the Facility for an additional term, or revise, vary or postpone the payment schedule, set out in Schedule I, on such terms and conditions as may be decided by Bank, by way of a renewal or extension letter and/or other documents as may be required by Bank including supplemental sanction letters ("Supplemental Documents").
- (b) Upon such renewal or extension or modification or enhancement by Bank, all the existing Facility Documents ("Existing Facility Documents") shall remain valid and shall continue to be binding upon the Borrower with the modifications or amendments as made to them by way of the Supplemental Documents. All Supplemental Documents shall form an integral part of this Facility Agreement and other Existing Facility Documents. In case of any inconsistency between the Existing Facility Documents and any of the Supplemental

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

3. SECURITY AND GUARANTEE

- 3.1 Bank may require Security to be provided to secure the Facility, as determined by Bank. The Borrower hereby agrees to create and perfect or cause the Security Provider to create, perfect and provide such Security by way of pledge, lien, hypothecation, mortgage and/or in any other manner as may be required by Bank.
- 3.2 The Borrower shall duly create and perfect Security Interest and/or cause the Security Provider to duly create and perfect Security Interest (if applicable) in favour of Bank as set forth under Schedule I for securing the repayment and discharge of the Facility Obligations, to the satisfaction of Bank. Such Security Interest shall continue and subsist until repayment and discharge of the Facility Obligations in full. Any release of the Security shall require the prior written consent of Bank.
- 3.3 The Borrower shall execute and/or cause the Security Provider to execute (if applicable) any bonds, promissory notes, power of attorney(s), and undertakings as may be required by Bank to secure the Facility.
- 3.4 In addition to the Security Interest set forth in Schedule I, the Borrower shall furnish such other Security Interest as may be required by Bank in its sole discretion including in the event of any substantial deterioration in the value of any Security or due to any invalidity of any Security. The Borrower shall and/or cause the Security Provider (if applicable) to Encumber such Security in favour of Bank in form and manner mentioned in the sanction letter.
- 3.5 The Borrower shall procure the Guarantees as set forth in Schedule I for securing the discharge of the Facility Obligations, to the satisfaction of Bank. Such Guarantees shall continue and subsist until the repayment and discharge of the Facility Obligations in full. Any release of the Guarantees shall require the prior written consent of Bank.
- 3.6 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 IBC) and with the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (as defined in SARFAESI).
- 3.7 The Borrower agrees and undertakes that the Security created under this Facility Agreement or any other Facility Documents and the liability of the Borrower shall not be affected, impaired or discharged by the winding up (voluntary or otherwise) or Incapacity or initiation of insolvency proceedings under Applicable Law or by any merger or amalgamation, reconstruction, takeover of the management, dissolution (as the case may be) of the Borrower or Security Provider, as the case may be.
- 3.8 In the event of the Security furnished by the Borrower or the Security Provider is found to be insufficient/incorrect in value, the Borrower shall be directed to furnish additional Security as may be required by Bank. Notwithstanding the above, in the event the Security furnished by the Borrower is subsequently found to be of inferior value to that as declared by the Borrower in the loan application form, the Facility may be recalled and repayment of the Facility Obligations may be accelerated by Bank with immediate effect.
- 3.9 Nothing contained herein shall prejudice any rights or remedies of Bank in respect of any present or future Security, Facility Obligations or decree for any indebtedness or liability of the Borrower to Bank.
- 4. Bank's Rights
- 4.1 Bank may at its sole discretion: (a) Revise or reschedule the repayment terms for the Facility Obligations, however the Borrower shall be

- intimated in writing of the same.
- (b) require the Borrower to insure the Security created herein at the Borrower's cost and maintain such insurance throughout the continuance of the Security and (i) deliver to Bank copies of the renewal receipts (ii) punctually pay all premia (iii) not do or suffer to be done or omit to do or be done any act which may invalidate or avoid such insurance and (iv) ensure that such insurance obtained have been endorsed/ assigned to Bank to the satisfaction of Bank.
 - (c) receive as an assignee, any insurance payment payable to the Borrower in connection with the Security and adjust it towards payment of the Facility Obligations.
 - (d) have the right to store financial, identity and other data/information of the Borrower in connection with the Facility Obligations.
 - (e) be entitled at its absolute discretion and in the manner it deems fit to disclose/publish any information about the Borrower, the Facility ,relationship with Bank and/ or any default committed by the Borrower in repayment of Facility Obligations to its holding company, other branch offices, Affiliates, RBI, banks, other financial institutions, CIBIL, its auditors, any refinancing agency or any third parties including rating agencies as Bank may, in its sole and exclusive discretion, deem fit and proper. Bank shall also be entitled to seek and receive any information as it deems fit in connection with the Facility and/ or the Borrower from any third party;
 - (f) have the right to inspect books of accounts and other records maintained by the Borrower; and
 - (g) have the right to obtain refinance against the Facility as it may consider appropriate.

4.2 In any legal proceedings or actions arising from or in connection with this Facility Agreement, the entries made by Bank in the accounts with their usual practice shall in the absence of manifest error be conclusive evidence of the existence and amount of the obligations of the Borrower as therein recorded. Any certification or determination by Bank of a rate or amount under the Facility Documents is in the absence of manifest error, conclusive evidence of the matters to which it relates.

5. CONDITIONS PRECEDENT TO DISBURSEMENT

5.1 Conditions Precedent for the first disbursement:

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

- (a) a duly executed counterpart of this Facility Agreement and such other documents as required by Bank including the End Use certificate set out in Schedule III herein and the Ancillary Documents;
- (b) If the Borrower is a Company:
 - (i) a certified copy of the board resolution of the Borrower authorizing the availing of the Facility and execution of the Facility Documents;
 - (ii) certified copy of the shareholders' resolution of the Borrower under section 180(1)(c) of the Companies' Act, 2013 for the Facility, if applicable;
 - (iii) certificate from the authorized Person of the Borrower certifying that the availing of the Facility by the Borrower will not cause any borrowing or any other similar limit binding on such Borrower to be exceeded and a declaration of any existing credit facilities;
 - (iv) Such other board resolutions and general meeting resolutions as may be required by Bank in respect of the Facility;
- (c) a certified copy of the constitutional documents of the Borrower, if applicable;
- (d) a list of signatories and their specimen signatures authorized by the Borrower to operate the Facility including execution of any Disbursement Request Form;
- (e) a certificate of Incumbency substantially in the form set forth in Schedule IV;
- (f) audited financial statements of the Borrower for the previous year as

- requested by Bank, if applicable;
- (g) latest quarterly audited/unaudited financial statements of the Borrower as requested by Bank;
- (h) 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;
- (i) 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;
- (j) 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.
- (k) 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.
- (l) confirmation from authorized Person of the Borrower and from a practicing-chartered accountant, if required by Bank, in a form and manner acceptable to Bank that there are no outstanding dues or proceedings pending under the Income Tax Act, 1961;
- (m) confirmation from the authorized person of the Borrower that all insurances relating to the Secured Assets are in full force and effect; and
- (n) such other documents as may be required by Bank and/or regulatory authorities.

5.2 Conditions Precedent for all Disbursements

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

- (a) Bank's satisfaction of the Borrower's creditworthiness: Bank shall be entitled to make or cause to be made such inquiries as Bank may deem fit to assess the creditworthiness of the Borrower. Bank shall be further entitled to call for such credentials from the Borrower as may be required to prove the creditworthiness of the Borrower;
- (b) all the conditions precedent set out in Clause 5.1 hereinabove having been satisfied;
- (c) the Borrower shall have disclosed to Bank about any action, suit proceedings, winding up/insolvency proceedings or investigations pending initiated against the Borrower;
- (d) the representations and warranties made by the Borrower under this Facility Agreement and other Facility Documents are true in all material respects;
- (e) the Disbursement Request Form is duly completed and executed to the satisfaction of Bank;
- (f) the aggregate of all the amounts disbursed under the Facility together with the amount sought to be disbursed under the Facility would not exceed the Facility Amount;
- (g) no events, conditions or circumstances, whether related or not, (including any change in Applicable Law) exists, has occurred, or shall occur which could have a Material Adverse Effect;
- (h) the Borrower satisfies Bank about its credentials (including financial) as determined by Bank;
- (i) the Borrower has submitted security post-dated cheques/undated cheques to Bank for the Facility Obligations as determined by Bank;
- (j) the Borrower has submitted by NACH forms/ post-dated cheques/ escrow arrangement documents as per the Sanction Letter;
- (k) all Security Interest required to be created pursuant to Clause 3 has been duly created and perfected to Bank's satisfaction;

- (l) Bank has been provided with requisite Authorisations of the Guarantor for
- (l) providing the guarantee pursuant to the Facility Documents, and
- (ii) executing a deed of guarantee;
- (m) requisite Authorisations have been provided by the Borrower to Bank;
- (n) the Borrower has produced evidence of the use of the prior disbursements, if any;
- (o) no Event of Default or Potential Event of Default shall have occurred;
- (p) the Borrower provides any document required by Bank in its sole discretion; and
- (q) Such other conditions precedent as may be set out in the Sanction Letter.

6. CONDITIONS SUBSEQUENT

- 6.1 The disbursement under the Facility shall be subject to the Borrower having been provided to Bank's satisfaction necessary documents evidencing perfection of Security Interest in favour of Bank.
- 6.2 The Borrower agrees that loan disbursed will be utilized for purpose as stated in sanctioned letter issued by Unity Small Finance Bank Limited.
- 6.3 Any other conditions subsequent that may be prescribed by the Bank in the Schedule / or in writing in any other form.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 The Borrower hereby represents and warrants to Bank that, each of the following shall be true and correct in every respect, on the execution date for each Facility Document and on each Disbursement Date:
 - (a) (if Borrower is not a natural person) it is duly organised, validly existing and in good standing under the laws of India;
 - (b) (if Borrower is a natural Person) it is a major and is of sound mind;
 - (c) it is a "person resident in India" for the purposes of the Foreign Exchange Management Act, 1999, as amended from time to time;
 - (d) it is in compliance with all Applicable Law;
 - (e) it does not suffer from any statutory or legal infirmities affecting the pursuit or running of its business;
 - (f) it is legally entitled and possessed of the corporate power and authority to execute, deliver and perform, and has taken all the necessary corporate action to authorize the execution, delivery and performance of this Facility Agreement and the transactions contemplated therein;
 - (g) all acts, conditions and things required to be done, fulfilled or performed, and all Authorizations required or essential for the execution and delivery of the Facility Documents or for the performance of the Borrower's obligations in terms of and under the Facility Documents and for the carrying on of its business and operations have been done, fulfilled, obtained, effected and performed and are in full force and effect and no such Authorization has been, or is threatened to be, revoked or cancelled;
 - (h) the entry, delivery and performance by the Borrower into the transactions contemplated under this Facility Agreement do not and will not conflict with (i) any Applicable Law; (ii) its constitutional documents; (iii) any other agreement or document binding upon it or its Assets; (iv) any order of any Authority, or (v) any of its borrowing limits;
 - (i) its payment obligations under this Facility Agreement rank at least pari passu with the claims of all of their other unsubordinated and unsecured creditors, except for obligations mandatorily preferred by Applicable Law applying to companies generally;
 - (j) all Taxes due and payable by the Borrower have been paid, and all Tax returns and reports required to be filed by the Borrower have been timely and correctly filed. There are no claims now pending or matters under dispute with any Authority in respect of any Taxes, which has resulted in or could reasonably be expected to have, a Material Adverse Effect;
 - (k) that all documents/purchase invoices submitted by the Borrower to Bank in relation to the purchase of the Secured Asset represent

- genuine sale transactions and accordingly, there is no suppression of facts/concealment of price in relation to the Secured Asset;
- (l) that the underlying transaction between the Borrower and Security Provider is on an arms' length basis and that the purchase order(s) representing the Secured Assets are not subjected to any violation of Applicable Law including transfer pricing norms and also not subject to any Encumbrance, charge, liens, set off or counter-claim. In any event if it is found to be otherwise or contrary to the aforementioned, the Borrower shall indemnify Bank against all costs, claims, losses, expenses or damages that Bank may suffer as a consequence thereof. This indemnity would be without prejudice to the right of Bank to recall total amount whether due or not under the Facility, along with Charges including legal fees;
- (m) the Facility Documents constitute its legal, valid and binding obligations and are enforceable in accordance with their respective terms;
- (n) it / its promoters/ directors/ officers are not in default or been included in any list of defaulters and have not committed breach of any agreement (i) with any Person who has provided guarantee(s) or other credit facilities to the Borrower, or (ii) whereby the Borrower has guaranteed any obligations; or (iii) Its existing credit facilities have not been declared special mention account – 2 as per the relevant guidelines of the RBI;
- (o) the information furnished by the Borrower to Bank in connection with or for obtaining the Facility including information and details about the Security is true, complete and accurate in all respects and is not misleading in any respect;
- (p) the Security Interest created in favour of Bank pursuant to the Facility Documents are valid and subsisting in full force and effect;
- (q) the Guarantees provided pursuant to the Facility Documents are valid and subsisting in full force and effect;
- (r) all accounts and financial statements furnished by the Borrower to Bank have been prepared in accordance with the Applicable Law;
- (s) there are:
 - i. no legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending and/ or threatened against the Borrower and/or its promoters or directors or officers or Assets;
 - ii. or no claims presently existing or anticipated including arising out of provident fund or labour dues, Tax, royalties, license fees, lease rentals, interests, costs, damages, claims, penalties etc. (whether present, future or contingent) which would if adversely determined, individually or in the aggregate, have a Material Adverse Effect;
- (t) no actions, proceedings or steps (voluntary or otherwise) have been taken with respect to winding up, reorganisation, compromise, arrangement, appointment of a liquidator or receiver, enforcement of any security or any other analogous proceedings in respect of the Borrower or any of its Assets;
- (u) it holds valid and subsisting licenses in respect of all trade names, trademarks, patents, designs and other intellectual property used or intended to be used by the it in the course of its business and the same are duly registered in the name of the Borrower and have not become voidable and have not resulted in or could reasonably be expected to have, a Material Adverse Effect;
- (v) it is the sole legal and beneficial owner, and holds good, clear and marketable title over the Securities which are to be Encumbered in favour of Bank under the Facility Documents. These Securities are free from all Encumbrances except those created pursuant to, or permitted by the Facility Documents;
- (w) it has been explained all Charges in relation to the Facility including Default Interest, Default Charges, Interest Rate, costs, charges, commitment charges, processing fees, expenses and other moneys which are payable to Bank under the Facility Documents;
- (x) Obligations and to comply with the terms and conditions of the Facility Documents;
- (y) neither the Borrower nor any of its Directors (if a corporate entity) are

- on the RBI's defaulter/caution list of credit information company or Export Credit Guarantee Corporation;
- (z) 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.
- (aa) 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.
- (bb) it is entering into these Facility Documents, as principal and not as agent of any Person or entity; and
- (cc) 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;
- (dd) 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;
- (ee) 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;
- (ff) there has been no material adverse change in the business or the financial condition of the Borrower since the date on which the last audited accounts of the Borrower were drawn up, and there are no undisclosed contracts or liabilities other than those disclosed in the financial statements. There is no winding process / liquidation process or any proceedings or any action under IBC 2016 process initiated by or against the Borrower.
- 7.2 All representations and warranties of the Borrower contained herein shall survive the execution, delivery and/or termination of this Facility Agreement and until the Facility Obligations shall be repaid in full.
- 7.3 Notwithstanding the execution of this Facility Agreement, the Borrower hereby agrees to comply with the terms and conditions and stipulation that is/are required by Bank for the aforesaid Facility including any additional/amended rules and regulations of Bank for extending or renewing the Facility.
- 7.4 The Borrower will be deemed to have renewed each of these representations and warranties every time it extends, renews or

modifies the Facility extended under this Facility Agreement.

8. COVENANTS AND UNDERTAKINGS

8.1 Positive Covenants

- The Borrower covenants and undertakes that till the Facility Obligations are outstanding, it shall:
- comply with the Applicable Law;
 - comply with any stipulations of Bank for the Facility including any additional rules and regulations of Bank;
 - repay the Facility Obligations due to Bank, according to the terms hereof;
 - utilise the Facility only for the Purpose of Sanction and provide necessary documents in this regard including a certificate by an independent chartered accountant on a quarterly basis certifying the end use of the amounts Drawdown in the previous quarter;
 - 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;
 - 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;
 - maintain insurance policies with financially sound and reputable insurers, that cover such risks and contain such policy limits and types of coverage, as are adequate to fully insure against risks to which the Borrower, its employees, business and its Secured Assets would reasonably be expected to be exposed to, in the operation of the business as currently conducted in accordance with good industry practices;
 - shall not avail any fund based facilities from any other banks or financial institutions without prior written consent of the Bank;
 - deliver at Bank's request: (i) un-audited quarterly financial statements and balance sheets, within 60 (sixty) days of each quarter, or such other period stipulated by Bank, unless otherwise provided in the Sanction Letter;
 - audited annual accounts within 6 (six) months of each financial year, or such other period stipulated by Bank;
 - information pertaining to the operations of the Borrower within the period as stipulated by Bank;
 - at its own expense, promptly execute and deliver all documents, and do or procure to be done all such acts or things, as Bank may reasonably deem necessary or desirable in connection with the Facility and the Facility Documents;
 - take expeditious and effective steps for removal of any directors/ managerial personnel who has been identified as a willful defaulter by the RBI and/or CIBIL and/or any other Authority;
 - keep proper books of record and accounts and maintain management information and control systems in accordance with prescribed accounting standards;
 - sign, without any demur or protest, such documents and writings and at such periodic intervals, as may be required by the Bank, acknowledging the outstandings under each of Facility, for the purpose of section 18 of the Limitation Act, 1963;
 - 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;
 - 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;
 - 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;

- (q) without any delay, pay the Facility Obligations in accordance with the terms hereof;
- (r) keep or cause the Security Provider to keep the Secured Assets in thorough working condition and order and to make no alteration therein, or additions thereto except replacement of spares without the previous written consent of Bank. It is hereby further agreed that in the event of this Facility Agreement being terminated by Bank, and the Secured Asset along with any additions and replacements shall be deemed to be the absolute property of Bank, provided that the Borrower shall not have or be deemed to have, any authority to pledge the credit of Bank for any repairs, replacements or supplies and additions;
- (s) keep Bank notified in writing, the address of the premises where the Secured Assets will be installed and of any change in the same as soon as made;
- (t) allow Bank's representatives free access, at all times, to inspect the Secured Asset or to take the possession of the same;
- (u) allow Bank to print on the Secured Asset as "under hypothecation with Unity Small Bank Finance Limited" till all the Facility Obligations are paid by the Borrower to Bank;
- (v) pay and be liable to Bank for payments of any cost of repairs and replacements which Bank may incur in respect of the Secured Asset in case the same is to be detained/possessed consequent upon any default in making the repayments by the Borrower. This right of the Borrower shall be without prejudice to its right to terminate the Agreement in default of any payment due under this Facility Agreement;
- (w) inform Bank of any damage, loss or destruction of the Secured Assets, within 48 (forty-eight) hours of such loss, damage and destruction;
- (x) Encumber or cause the Encumbrance of the Secured Assets by the Security Provider in favour of Bank in the manner set forth in Schedule I, to Bank's satisfaction; and
- (y) take all necessary steps to ensure that any Assets acquired from the proceeds of the Facility are free from all Encumbrances save and except for the Encumbrance in favour of Bank.

8.2 Negative Covenants:

The Borrower covenants and undertakes that until the Facility Obligation are outstanding, it shall not without prior written consent of Bank:

- (a) create any Encumbrance over or permit the Security Provider to create Encumbrance, or otherwise howsoever part with, the possession of the Securities, or any part thereof;
- (b) do or allow anything to be done which may deteriorate the value of the Securities;
- (c) effect any material change in the management of its business or make any substantial alteration to the nature of its business;
- (d) engage in any business or activities either alone or in partnership or joint venture, other than those disclosed to Bank;
- (e) create, assume or incur any Financial Indebtedness, unless otherwise provided in the Sanction Letter;
- (f) prepay any Financial Indebtedness other than the Facility unless otherwise provided in the Sanction Letter;
- (g) permit any merger, amalgamation, compromise, reconstruction, reorganisation, rearrangement, substantial change of shareholders or any other similar arrangement;
- (h) enter into any arrangement for payment of fees, commissions or other sums to any Person other than in the ordinary course of business, on an arm's length basis and on normal commercial terms;
- (i) declare any dividend, unless otherwise provided in the Sanction Letter;
- (j) guarantee any obligation, unless otherwise provided in the Sanction Letter;
- (k) (if Borrower is a natural person) go abroad for employment or business or for long term stay, if applicable;
- (l) do or omit to do anything which may lead to

- a material change in the Borrower including change in name, change in address (residential or official or work) admission of new partners or change in membership/ constitution document, as applicable;
- (m) permit any change in Control of the Borrower or alteration in the capital structure of the Borrower;
- (n) sell, assign, transfer, mortgage, pledge, hypothecate, let or otherwise deal with, or part with the possession of the Secured Asset or create any interest of any third party in the same, or in this Facility Agreement, or attempt to do so, or create or allow to be created any third-party Security Interest upon the said Secured Assets;
- (o) remove or change the identification numbers on the Secured Assets nor allow the same to be changed or removed; or
- (p) appoint anyone as managerial personnel, who has been identified as a willful defaulter by any Authority.
- (q) In case the Borrower is the Company, the pledge of shares shall not exceed 25% of its shareholdings and in case the Borrower is a partnership firm any change in its constitution & or any other related change(s); shall not be done without the prior consent of Bank.
- (r) And any other covenants mentioned under the Sanction Letter.

8.3 Information Covenants

The Borrower covenants and undertakes that till the Facility Obligation are outstanding, it shall inform Bank in writing, within 5 (five) days of occurrence of any of the following events:

- (a) breach by it of the Applicable Law or the Authorisations;
- (b) Potential Event of Default;
- (c) any change in Control of the Borrower or any change or alteration in the capital structure of the Borrower or any scheme of amalgamation or reconstitution or implementation of a new scheme of expansion or the Borrower taking up an allied line of business or manufacture or any change in the general nature of its business;
- (d) any declaration of dividend or distribution of profits;
- (e) any non-payment by the Borrower on the Due Date of any amount payable pursuant to any contracts or agreements to which it is a party;
- (f) any litigation, arbitration, investigative or administrative proceeding which is current, pending or threatened, which has or could reasonably be expected to have a Material Adverse Effect;
- (g) breach of any covenant, representation or warranty or any covenant, representation or warranty given by the Borrower in connection with the Facility has or will become incorrect or misleading (including by omission);
- (h) breach by the Borrower with respect to obtaining, compliance with, and maintaining all material consents, approvals and authorizations, and compliance with all material regulatory and other requirements as specified by any Authority, from time to time;
- (i) the Borrower ceases, or a threat to cease, to carry on all or a substantial part of the Borrower's present business or loss of its licenses or Authorizations necessary to carry on its business or perform its obligations hereunder;
- (j) any Authority nationalises, compulsorily acquires, expropriates or seizes all or any part of the business or Assets the Borrower including Secured Assets;
- (k) the Borrower intending to modify its business;
- (l) loss of any Authorisation necessary for undertaking its business or performing its obligations hereunder;
- (m) any change in the terms or place of employment, business or profession of the Borrower;
- (n) any withdrawal of any monies brought in by the promoters and directors or their Relatives;
- (o) any default by the Borrower in payment to any Person of an amount exceeding INR 1,00,000/- (Indian Rupees One Lakh Rupees only);
- (p) non-compliance by the Borrower of any provision of the Facility Documents;
- (q) occurrence or apprehension of occurrence of one or more events, conditions or circumstances whether related or not, (including any change in Applicable Law) which could have a Material Adverse Effect;

- (r) of any event or circumstance which constitutes a default under any other agreement binding upon the Borrower (and, in each case, the remedial steps undertaken, if any);
- (s) of any action, proceedings or steps (voluntary or otherwise) that have been taken with respect to winding up, reorganisation, compromise, arrangement, appointment of a liquidator or receiver, enforcement of any security or any other analogous proceedings in respect of the Borrower or any of its Assets;
- (t) its inability to pay its debts;
- (u) value of its Assets becoming less than its liabilities (after accounting for contingent and prospective liabilities);
- (v) its accumulated losses at the end of any financial year, become equal to or exceed the sum of its paid-up capital and free reserves;
- (w) commencement of negotiations with for rescheduling or restructuring of any of the Borrower's indebtedness;
- (x) if any Authority compulsorily acquires, expropriates or seizes any part of the business or Assets of the Borrower;
- (y) any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off, of the funds or revenues of the Borrower or any other act having a similar effect alleged to have been committed by the Borrower or any promoter/ director/ officer/ employee of the Borrower;
- (z) any loss or damage which may be suffered by it due to any act of God, such as earthquake, flood, tempest or typhoon, etc. against which it may not have adequate insurance; and
- (aa) promptly, upon any change in authorised signatory of the Borrower, along with specimen signatures of any new authorised signatories.

9. INDEMNITY

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

10. TAXATION

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

10.2 Tax Deduction

All payments by the Borrower under this Facility Agreement shall be made free and clear of and without any deduction, except to the extent that the Borrower is required by Applicable Law to make a Tax

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

10.3 Tax Indemnity

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

10.4 Indirect Tax

All amounts payable under this Facility Agreement by the Borrower to Bank shall be deemed to be exclusive of any indirect tax. If any indirect tax is chargeable on any supply made by Bank to the Borrower in connection with this Facility Agreement, the Borrower shall pay to Bank (in addition to and at the same time as paying the Facility Obligations) an amount equal to the amount of the indirect tax.

11. EVENT OF DEFAULT

- 11.1 In addition to Bank's rights under the Facility Documents including those enumerated in Clause 11.3, Bank may upon occurrence of any of the following events ("Event of Default") terminate this Facility Agreement forthwith without notice or with notice and/or enforce the Security towards the Facility Obligations:
- (a) If repayment of any Facility Obligations remains overdue;
 - (b) If the Borrower or the Security Provider commits a default of any terms and conditions of this Facility Agreement or any other credit facility granted by Bank or Bank's Affiliates;
 - (c) One or more events, conditions or circumstances has occurred which in the opinion of Bank has a Material Adverse Effect;
 - (d) Failure by the Borrower or the Security Provider to comply with or perform any obligation, undertaking, term, covenant or condition contained in the Facility Documents;
 - (e) If any winding-up/ liquidation/insolvency/ bankruptcy proceedings are commenced by or against the Borrower or a Security Provider or the Borrower or a Security Provider become subject to proceedings under Section 7, Section 9, Section 10 or Section 59 of the Insolvency and Bankruptcy Code, 2016 or any application or petition is filed by any party under the Insolvency and Bankruptcy Code, 2016 against the Borrower or a Service Provider;
 - (f) Any representation, warranty, declarations, information or statement confirmed or made or deemed to be made, by the Borrower or a Security Provider in connection with any Facility Document (including in connection with any Drawdown/ utilization) or in any notice, certificate or statement referred to herein or delivered hereunder is false, inaccurate or misleading in any respect when made or deemed

- to be made;
- (g) there exists any circumstance which in the opinion of Bank jeopardizes or is likely to jeopardize the Security or the Guarantee or the Security depreciates in value to such an extent that in the opinion of Bank additional Security is required to be provided and the Borrower or the Security Provider fails to provide such additional Security;
 - (h) default by the Borrower in payment of amounts due to any other Bank(s), whether individually or in the aggregate, of an amount no less than INR 1,00,000 (Indian Rupees One Lakhs only);
 - (i) If the Borrower or the Security Provider ceases or threatens to cease or carry on its business or profession or employment;
 - (j) If the Borrower or the Security Provider suffers from Incapacity;
 - (k) If the liabilities of the Borrower exceed its Assets;
 - (l) Any action or event which triggers the initiation of moratorium of any nature, whether by statutory operation or otherwise under any Applicable Law, in relation to any of the Borrower or any of their assets;
 - (m) If the Borrower or the Security Provider fails to create Security as required by Bank;
 - (n) If the Security of the Facility becomes infructuous or is challenged by any Person;
 - (o) If the Borrower or the Security Provider acts fraudulently or dishonestly;
 - (p) If the Borrower fails to deliver NACH mandates / electronic transfer / standing instructions / post-dated cheques in accordance with the terms of the Facility Documents or as and when demanded by Bank;
 - (q) If the Borrower dies and the legal heirs, successors, assigns of the Borrower do not or otherwise for any reason whatsoever fail to execute a supplementary agreement, in the format acceptable to Bank, within the time as may be stipulated by Bank in its sole discretion, agreeing to substitute themselves in place of the deceased Borrower;
 - (r) If the Borrower or the Security Provider is convicted under any Applicable Law;
 - (s) If the Borrower or the Security Provider fails to furnish, any information/documents, as required by Bank;
 - (t) If the Security, 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;
 - (u) If the assets charged as in favour of the Bank as Security has/have not been kept insured by the Borrower or stipulated security cover depreciates or if the Security becomes invalid or unenforceable in any respect;
 - (v) if the Security is confiscated, attached or taken into custody by any authority or become the subject of any legal proceedings;
 - (w) 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;
 - (x) any commitment for any debt of any Obligor is cancelled or suspended by a creditor as a result of an event of default (however described in contract with such creditor);
 - (y) any creditor of any Obligor becomes entitled to declare any debt due and payable prior to its specified maturity as a result of an event of default (however described in contract with such creditor);
 - (z) if any consent, authorization, approval or license of or registration with or declaration to government or public bodies or authorities required to authorize or required by the Borrower/any other Obligors in connection with the execution, delivery, validity, enforceability or admissibility in evidence of this Master Facility Agreement or the performance by the Borrower/any other Obligor's of its obligations hereunder is modified in a manner unacceptable to the Bank or is not granted or revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect;
 - (aa) if the Bank is informed or in the event that information comes to the knowledge of the Bank that there is a change in the constitution of the Borrower/any other Obligor or that there is likely to be a change in the

- (bb) If the Borrower/ other Obligor's name is included in RBI defaulters list or list issued by any credit information company;
 - (cc) If change of Control occurs in respect of the Borrower and / or any other Obligor;
 - (dd) If an attachment or distraint has been levied on the assets of Borrower or any part thereof;
- Notwithstanding anything mentioned above, the Bank reserves the right to demand repayment of the outstanding amounts on occurrence of such event as deemed necessary by the Bank in its sole discretion. Bank's decision on occurrence of such event shall be final and binding on the Borrower/each of the other Obligors. The Borrower/each of the other Obligors shall forthwith repay all outstanding amounts to the Bank.
- 11.2 A Default under one facility by the Borrower shall tantamount to default under all facilities availed by the Borrower and shall consequently result into cancellation/termination of this Facility Agreement.
 - 11.3 Without prejudice to the rights available to Bank under Applicable Law or under Clause 11.1, on the occurrence of an Event of Default, Bank shall be entitled to exercise any or all of the following rights (whether simultaneously or otherwise), at its sole discretion:
 - (a) declare the Facility Obligations immediately due and payable;
 - (b) declare all undrawn amount of the Facility as cancelled forthwith;
 - (c) instruct any Person, who is liable to make any payment to the Borrower, to make such payment directly to Bank;
 - (d) enforce Bank's rights under the Facility Documents, including with respect to the Security Interest;
 - (e) Invoke the Guarantee;
 - (f) stipulate such other conditions or terms in relation to the Facility Documents as Bank considers necessary;
 - (g) 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");
 - (h) to appoint its nominee on the board of directors of the Borrower to look after the Bank's interests.

12. INCONSISTENCY

- 12.1 The terms of the Sanction Letter and the Facility Documents are in addition to those contained in this Facility Agreement. If there is an inconsistency between the terms of the: (a) Facility Agreement and the Sanction Letter, then the provision in this Facility Agreement shall prevail; and
- (b) Facility Agreement and the Security Documents, then the provision contained in the Security Documents shall prevail, in so far as it relates to the description and procedures for enforcement of such security.

13. DISCLOSURE

- 13.1 The Borrower agrees that Bank may at its sole discretion disclose information regarding the Facility or the Borrower, its Guarantors and their respective directors, partners, shareholders and promoters including accounts, business or transaction of the Borrower with Bank (including personal data/sensitive personal data) ("Customer Information") to: (a) any office, Affiliate or associate of Bank, and to their employees;
- (b) Bank's accountants, auditors, or professional advisors;
- (c) any actual or proposed assignee, transferee, participant or sub-participant of Bank;
- (d) RBI, Income Tax Authorities, Credit Bureau, third parties, Credit Rating

- Agencies, Databanks, corporates, other Banks, financial institutions or any other government or regulatory authorities, statutory authorities, quasi-judicial authorities;
- (e) any other Authority having jurisdiction over Bank and CIBIL; or
 - (f) any Person if required under any Applicable Law.

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

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

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

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

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

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

14. REPOSSESSION OF SECURED ASSETS

14.1 Bank shall have the right to take possession of the Secured Asset by giving 7 (seven) days written notice to the Borrower for repayment of the Facility Obligations and do such other acts as are specified in the Security Documents. However, no notice to the Borrower shall be provided by Bank in case of the following events: (a) occurrence of Event of Default;

- (b) when the Borrower agrees for waiver of the notice referred to in Clause 14.1;
- (c) when the Borrower has expressed his willingness to surrender or cause the Security Provider to surrender the possession of the Secured Asset voluntarily;
- (d) when there is reasonable apprehension to Bank or its officers/agents that such notice may defeat the taking of possession of the Secured Asset due to any foul play or forcible resistance from the part of the Borrower;
- (e) when the Secured Asset remains abandoned by the Borrower or the Security Provider for any reason;
- (f) Incapacity of the Borrower;
- (g) when the Borrower has absconded with a view to prevent repayment of the Facility Obligations;
- (h) for any other similar reasons so as to facilitate peaceful taking possession of the Secured Asset by Bank; and
- (i) on such other conditions as mentioned in this Facility Agreement.
- (j) The process of enforcement shall be done in accordance with the SARFASI or any other applicable law.

14.2 Bank may, in case of the Borrower's failure to voluntarily handover the

possession of the Secured Assets in manner set forth in this Facility Agreement and the Security Documents, approach any Authority for an order enabling it to take possession of the Secured Asset by suitable ways either by way of: (a) appointing a commissioner or receiver;

- (b) by requiring the Borrower or the Security Provider to personally to surrender the Secured Asset in favour of Bank;
- (c) by compelling the Borrower to hand over possession through the Authorities.

14.3 Prior to the sale / auction of the Secured Asset, Bank may at its sole discretion provide an opportunity to the Borrower to repay the Facility Obligations.

14.4 On taking possession of the Secured Asset as per the procedure mentioned above and in the Security Documents, it is discovered by Bank that the Secured Assets are not maintained in the form as required by Bank (except for wear and tear in ordinary course), Bank shall be at liberty to cause such repairs to be done to the said Secured Asset as may be necessary to restore it to proper order and condition, and the Borrower shall be liable to pay Bank the cost of such repairs. Notwithstanding the repossession of the Secured Asset, Bank shall be entitled to recover from the Borrower all Charges up to the date of possession of the Secured Asset and expenses incurred by Bank and/or its representatives in obtaining possession of the Secured Asset. Without prejudice to this right, Bank shall have the absolute right to dispose of the Secured Asset after possession, by sale or on hire, at any price or terms as it may think fit without any notice or obligation to the Borrower.

15. INSURANCE

15.1 The Borrower shall insure the Secured Assets against any loss or damage by theft, fire, lightning, earthquake, explosion, riot, strike, civil commotion, storm, tempest, flood, war risk, any other natural calamity and such other risks as may be determined by Bank including all marine, transit and other hazards incidental to the acquisition, transportation and delivery of the Secured Assets to the place of use or installation with an insurance company approved by Bank. The Borrower shall ensure that such insurance obtained for the Secured Assets have been endorsed/ assigned to Bank to the satisfaction of Bank such that Bank will be entitled claim under the policies. The Borrower shall maintain such insurance throughout the continuance of the Security and deliver to Bank copies of the renewal receipts and shall duly and punctually pay all premia and shall not do or suffer to be done or omit to do or be done any act which may invalidate or avoid such insurance.

15.2 In case of loss the amount of claim will be first applied towards the recovery of the Facility Obligations and the excess, if any, shall be paid to the Borrower. The Borrower shall be liable to pay the shortfall, if any forthwith. The Borrower agrees that the Borrower shall be bound by any settlements that Bank may make with the insurance company regarding any claim and that their discharge to the insurance company will be final and binding on him and Bank will in nowhere, be answerable to the Borrower in respect of the said settlement.

16. INSPECTION AND REMOVAL

The Borrower hereby grants Bank and/or shall cause the Security Provider to grant an irrevocable license to enter upon any premises for the purpose of inspecting, securing or repossessing the Secured Assets, any documents relating to the Secured Assets or any other Asset in which Bank possesses a Security Interest and the Borrower hereby agrees and undertakes to give such right of inspection and possession to Bank forthwith on demand (whether or not an Event of Default has occurred).

17. RECORDS AND INFORMATION

17.1 The Borrower shall maintain and keep up to date all books and records required under Applicable Law and all relevant accounting records in

- which Borrower relating to its commercial or trade or sale transactions.
- 17.2 The Borrower authorizes Bank or its authorized agents, to enter upon its premises to inspect, verify, take copies of or remove any of the accounting records or other documents relating to the Borrower's business or computer data on which accounting records are recorded.

18. TERMINATION

- 18.1 The Borrower agreed and acknowledges that any action/omission on the part of the Borrower under this Facility Agreement, which constitutes an Event of Default shall entitle Bank to terminate/cancel this Facility. In such a case, without prejudice to any other rights, Bank may, with or without notice, terminate this Facility Agreement and/or enforce any Security for the repayment of Facility Obligations and/or forthwith demand/ recall the Facility Obligations by the Borrower.
- 18.2 The Borrower does not have the right to terminate this Facility Agreement in any situation except with the written consent of Bank to the effect that the entire Facility Obligations due to Bank under this Facility Agreement have been paid in full.

19. GOVERNING LAW AND JURISDICTION

- 19.1 This Facility Agreement, Facility Documents and all obligations arising out of or in connection with them, shall be governed by the laws of India.
- 19.2 Subject to Clause 20, the Borrower agrees that all claims, differences and disputes arising out of or in relation to dealings/transactions made in pursuant to this Facility Agreement including any question of whether such dealings, transactions have been entered into or not, shall be subject to the non- exclusive jurisdiction of the court at Mumbai. Or any other court at the discretion of the Bank.
- 19.3 Notwithstanding the aforesaid, the Borrower acknowledges and agrees that Bank may, however, in its absolute discretion commence any legal action or proceedings arising out of this Facility Agreement against the Borrower in a court, tribunal or any other appropriate forum situated in any part of India.
- 19.4 The rights, powers and remedies available to Bank under this Facility Agreement shall be in addition to and without prejudice to all rights, powers and remedies available to Bank under Applicable Law and which may be given to Bank and may be exercised independently or collectively.

20. DISPUTE RESOLUTION

- 20.1 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.
- 20.2 Nothing contained herein shall be construed as extinguishing,

limiting or ousting Bank's rights under the DRT Act, Insolvency and Bankruptcy Code, 2016 and/or SARFAESI or under any applicable law, if any in connection with recovery of Facility Obligations due under this Facility Agreement and the Facility Documents

21. MISCELLANEOUS

21.1 Waiver

No forbearance, indulgence or relaxation by Bank at any time to require performance of any provision of this Facility Agreement shall in any way affect, diminish or prejudice the right of Bank to require performance of the same provision, and any waiver or acquiescence by Bank of any breach of any provision of this Facility Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions. The rights of Bank under this Facility Agreement may be waived only in writing and specifically. Delay in exercising or non-exercise of any such right is not a waiver of that right.

21.2 Cost and Expenses

- (a) The Borrower irrevocably undertakes to pay forthwith on demand to Bank all Taxes, expenses, duties, Charges including CERSAI charges etc. (including, interest tax, stamp duties, as set out in Schedule I hereto and any penalty relating thereto, legal cost) and any other charges whatsoever mentioned in the Facility Documents, payable on full indemnity basis.
- (b) The Borrower acknowledges that the processing fee as mentioned in Schedule I shall be payable by the Borrower.
- (c) Any and all stamp duties, legislation fees or other taxes/ levies, in respect of the Facility and/or in respect of the documents evidencing/ concerning the Facility and/or any penalties that may be imposed, shall be borne and paid by the Borrower alone. In the event the Borrower fails to make such payment, Bank may at its sole and absolute discretion make such payments, in which event all such amounts paid by Bank will form part of the Facility Obligations.
- (d) The Borrower shall bear, pay and reimburse to Bank all costs, Charges or expenses which Bank shall certify as having sustained or incurred by it as a consequence of occurrence of an Event of Default including all costs, charges and expenses of the legal advisors/attorneys of Bank.
- (e) Bank may at any time and from time to time without prior notice to the Borrower, add to, withdraw or otherwise vary the fees and charges payable in connection with the Facility.

21.3 Amendments

Bank reserves the right to alter, amend or revise any of these terms and conditions and may notify the Borrower of any changes to terms and conditions in any manner it considers appropriate.

21.4 Specific Performance

The Parties agree that damages may not be an adequate remedy and the Parties shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief to restrain the other Party from committing any violation or enforce the performance of the covenants, warranties or obligations contained in this Facility Agreement.

21.5 Assignment

- (a) Bank may assign, transfer or novate any of its rights and obligations under the Facility Documents to any Person and such Person may enforce the obligations of the Borrower under this Facility Agreement as if it had been named as 'Bank' in the Facility Documents. Notwithstanding any such assignment or transfer, the Borrower shall, unless otherwise notified by Bank, continue to make all payments towards the Facility Obligations to Bank.
- (b) The Borrower shall not be entitled to assign or transfer its rights or obligations under the Facility Documents without the prior written consent of Bank.

21.6 Notices

Except as otherwise expressly provided herein, all notices and other communications provided at various places in this Agreement and the Transaction Documents shall be (a) in writing and (b) faxed or sent by courier or by a registered post to the Bank or to the Obligors at the address and contact numbers set forth in Schedule herein or at such other address and contact number as is designated by such party in a written notice to the other parties hereto. All such notices and communications shall be effective (i) if sent by fax, when sent (on receipt of a confirmation to the correct fax number), (ii) if sent by courier, one day after deposit with the overnight courier, (iii) when sent by registered post, four (4) days after the notice or communication is put into transmission, and (iv) if sent by electronic mail then on the date it is validly sent in accordance with Applicable Laws, to e-mail id provided by the Obligor/Borrower.

21.7 Evidence of Debt

Unless otherwise proven by the Borrower, the accounts maintained by Bank with respect to any Facility shall be the final evidence of debt with respect to the Facility Obligations.

21.8 Survival

Clause 9 (Indemnity) Clause 19 (Governing Law and Jurisdiction), Clause 20 (Dispute Resolution) and Clause 21 (Miscellaneous) and provisions contained herein that by their nature survive, shall survive the termination of this Facility Agreement until the Facility Obligations have been repaid in full. The termination of this Facility Agreement shall not prejudice or otherwise affect any right or obligation arising out of or accruing under this Facility Agreement or attributable to events or circumstances occurring prior to such termination

21.9 Severability

Each provision of this Facility Agreement is severable. If any provision of this Facility Agreement (or part of a provision) is found by any court of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

21.10 Entire Agreement

The Facility Documents constitutes the entire agreement and understanding of the Parties with respect to its subject matter. Each of the Parties acknowledge that (a) it has not relied on any other oral representation or assurance to enter into this Facility Agreement, and (b) with respect to the transactions envisaged hereunder all other proposals, discussions, understandings, arrangements, and agreements prior to the date of this Facility Agreement are hereby superseded.

21.11 Bank's Remedy

- (a) Without prejudice to the aforesaid clause, Bank's remedies under this Facility Agreement or otherwise under Applicable Law including termination of this Facility Agreement shall be several and cumulative and not in the alternative.
- (b) The Borrower expressly agrees that nothing herein contained shall operate to prejudice the rights and remedies of Bank in respect of any other obligations of the Borrower to Bank or prejudice or effect any general or particular lien to which Bank is entitled to or operate to prejudice Bank's right to remedies in respect of any present or future Security(ies) or obligation given to Bank by any other person for any

indebtedness or liability of the Borrower.

21.12 Further Assurances

The Borrower shall execute and/or procure execution from such other Persons as may be necessary, in favour of Bank or any nominee of Bank, any further / additional / fresh deeds / documents etc. wherever required by Bank to do so in respect of the Facility and the Security as mentioned herein.

21.13 Counterparts

This Facility Agreement may be executed in any number of counterparts, each of which taken together shall constitute one and the same instrument.

21.14 Banker's Lien and Right of Set Off

In addition to all liens upon, and rights of set-off against the monies, securities or other property of the Borrower given to the Bank by law, the Bank shall have a lien upon and a right of set off against, all monies, securities and other property of the Borrower now or hereafter in the possession of or on deposit with the Bank whether held in a general or special account or deposit, or for safe keeping or otherwise; and every such lien and right of set-off may be exercised without demand upon or notice to the relevant Borrower. No lien or right of set-off shall be deemed to have been waived by any act or conduct on the part of the Bank, or by any neglect to exercise such right of set-off or to enforce such lien, or by any delay in so doing and every right of set-off and lien shall continue in full force and effect until such right of set-off or lien is specifically waived or released by an instrument in writing executed by Bank.

22 GENERAL CLAUSES

The Borrower agrees/confirms as follows:

- (a) That the Borrower accepts the rates of Interest, Default Interest and its calculation method, other fees, Charges and all other amounts payable as per the terms of this Facility Agreement as reasonable and the Borrower has understood the meaning of each terms and financial implications, amounts payable and liabilities and obligations created under this Facility Agreement.
- (b) That the Borrower has read and understood this Facility Agreement and in the event that the Borrower is illiterate and/or cannot read English language, the terms and conditions of this Facility Agreement have been read over, translated and explained in detail in the vernacular language to the Borrower.
- (c) The Borrower hereby consents to execute the Facility Agreement and any other related documents through OTP, as and when required. It shall be the sole responsibility of the Borrower to ensure that the OTP is not compromised or shared with any unauthorized users. All the records of Bank arising out of the use of the OTP shall be conclusive proof of the genuineness and accuracy of the transaction and shall be binding on the Borrower.
- (d) The Sanction Letter, Schedules hereto and any amendments thereof shall be deemed to be part of this Facility Agreement as if the provisions thereof were set out herein in extension.

The Borrower hereby confirms and acknowledges that the Borrower has read, understood, agrees and accept all the above terms and conditions mentioned in this Facility Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Facility Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

[To be used in case the Borrower/Co-Borrower(s) are Karta of HUF]:

SIGNED AND DELIVERED by the within named Borrower _____ in his capacity as karta of _____ HUF SIGNED AND DELIVERED by the within named Co-Borrower(s) _____ in his capacity as karta of _____ HUF

[To be used in case the Borrower/Co-Borrower(s) are Company]:

SIGNED AND DELIVERED by the within named Borrower through all its Director Mr _____ Mr. _____, Mr. _____ and Mr. _____ in pursuant to the resolution passed by the Board of Directors of the Borrower at its meeting held on _____

THE COMMON SEAL of the _____ above mentioned Borrower has been hereunto affixed pursuant to the Resolution of its Board of Directors passed in that behalf on the day of _____ In the presence of

1. _____ 2. _____
3. _____ 4. _____

Director(s), who have signed these presents and Authorized Person/ Secretary of the Borrower who has also signed/ countersigned these presents in token thereof.



SIGNED AND DELIVERED by the within named Co-Borrower(s) through all its Director Mr. _____ Mr. _____, Mr. _____ and Mr. _____ in pursuant to the resolution passed by the Board of Directors of the Co-Borrower at its meeting held on _____

THE COMMON SEAL of the _____ above mentioned Borrower has been hereunto affixed pursuant to the Resolution of its Board of Directors passed in that behalf on the day of _____ In the presence of

1. _____ 2. _____
3. _____ 4. _____

Director(s), who have signed these presents and Authorized Person/ Secretary of the Co-Borrower(s) who has also signed/ countersigned these presents in token thereof.



Note: In case the Company has resolved not to have the Common Seal, then a Certified True Copy of the resolution in this regard along with the modified version of the MOA and AOA is required to be submitted by the Borrower/Co-Borrower(s) and the requisite forms as well.

[To be used in case the Borrower/Co-Borrower(s) are Partnership Firm / LLP]:

SIGNED AND DELIVERED by the within named Borrower through all its partners

1. _____ 2. _____

3. _____ 4. _____

carrying on the business in the firm name and style of M/s. _____

_____)

SIGNED AND DELIVERED by the within named Co-Borrower through all its partners

1. _____ 2. _____

3. _____ 4. _____

carrying on the business in the firm name and style of M/s. _____

_____)

**SIGNED SEALED AND DELIVERED BY
For Unity Small Finance Bank Limited**

Authorized Signatory

Mr./Ms. Designation: _____

Date:

Place:

SIGNED AND DELIVERED

[To be used in case the Borrower/Co-Borrower(s) are Individuals]

SIGNED AND DELIVERED by the within named Borrower/Co-Borrower(s)

Borrower Name _____)

Co-Borrower No. 1 Name Mr. / Mrs.) _____)

Co-Borrower No. 2 Name Mr. / Mrs.) _____)

To be used in case the Borrower/Co-Borrower(s) are Proprietorship Concern]

SIGNED AND DELIVERED by the within named Borrower

Mr./ Mrs. _____ as Sole Proprietor/ Proprietress of
M/s. _____)

SIGNED AND DELIVERED by the within named Co-Borrower(s)

Mr./ Ms. as Sole Proprietor/ Proprietress of M/s)

Mr./ Mrs. _____ as Sole Proprietor/ Proprietress of
M/s. _____)

To be used in case the Borrower/Co-Borrower(s) are Society/Trust]:

SIGNED, SEALED AND DELIVERED by the within named Borrower

M/s. _____ through its Trustee/Members of Governing Body/Authorized
signatory _____ pursuant to the Resolution passed at its _____

Meeting held on _____

In the presence of Mr./ Ms.

1. _____ 2. _____

3. _____ 4. _____

who have executed THESE PRESENTS

SIGNED, SEALED AND DELIVERED by the within named Co-Borrower(s)

M/s. _____ through its Trustee/Members of Governing Body/Authorized
signatory _____ Mr./Ms. _____

pursuant to the Resolution passed at its _____ Meeting held on _____

1. _____ 2. _____

3. _____ 4. _____

who have executed THESE PRESENTS

SCHEDULE I

1. Date of Agreement	
2. Place of Agreement	
3. Branch Address of Bank And jurisdiction of Courts & Tribunal	<p>Bank Branch Office –</p> <p>Bank Registered Address: 40, Basant Lok, Vasant Vihar New Delhi-110057 &.</p> <p>Bank Corporate Address: Unit no. 101, Level 2, Centrum House, CST Road, Vidyanagari Marg, Kalina, Santacruz (E) Mumbai 400098</p> <p>Jurisdiction: Mumbai/ _____ or any other court at the sole discretion of the Bank</p>
4. Details of the Borrower:	
<p>Constitution (Tick as applicable): Individual/Partnership/Company/Proprietorship Concern/Hindu Undivided Family/ Trust/ Society/Association of Persons/Limited Liability Partnership</p> <p>Name: M/s. _____ Authorised signatory: Mr./ Mrs. _____</p> <p>Address: _____</p> <p>PAN: _____ Contact No. _____</p> <p>E-mail Id: _____</p>	
5. Details of the Co-Borrower:	
<p>Constitution (Tick as applicable): Individual/Partnership/Company/Proprietorship Concern/Hindu Undivided Family/Trust/ Society/Association of Persons/Limited Liability Partnership</p> <p>Name: M/s. _____ (Co-Borrower 1)</p> <p>Address: _____</p> <p>PAN: _____ Contact No. _____</p> <p>E-mail Id: _____</p>	
<p>Constitution (Tick as applicable): Individual/Partnership/Company/Proprietorship Concern/Hindu Undivided Family/Trust/ Society/Association of Persons/Limited Liability Partnership</p> <p>Name: M/s. _____ (Co-Borrower 2)</p> <p>Address: _____</p> <p>PAN: _____ Contact No. _____</p> <p>E-mail Id: _____</p>	

Constitution (Tick as applicable): Individual/Partnership/Company/Proprietorship Concern/Hindu Undivided Family/Trust/Society/Association of Persons/Limited Liability Partnership

Name: **M/s.** _____ **(Co-Borrower 3)**

Address: _____

PAN: _____ Contact No. _____

E-mail Id: _____

Constitution (Tick as applicable): Individual/Partnership/Company/Proprietorship Concern/Hindu Undivided Family/Trust/Society/Association of Persons/Limited Liability Partnership

Name: **M/s.** _____ **(Co-Borrower 4)**

Address: _____

PAN: _____ Contact No. _____

E-mail Id: _____

6. Details of the Guarantor/s:

Constitution (Tick as applicable): Individual/Partnership/Company/Proprietorship Concern/Hindu Undivided Family/ Trust/Society/Association of Persons/Limited Liability Partnership

Name: _____

Address: _____

PAN: _____ Contact No. _____

E-mail Id: _____

7. Loan/Facility Details

S.No.	Particulars	Details
i.	Loan Application Date & No	
ii.	Sanction Letter date with reference No.	Sanction Date : _____ Sanction Letter Reference No. _____
iii.	Facility Name	
iv.	Facility/Sanctioned Amount	INR _____/- (Rupees _____)
v.	Tranches (Tick)	Single Multiple
vi.	Tranche Amount	
vii.	Availability Period	_____ Months
viii.	Purpose of Loan / Facility	
ix.	Moratorium Period	Not applicable
x.	Disbursement Date	
xi.	Interest Rate	
a.	Type (Tick)	Floating Fixed
b.	Interest Rate	_____ % per annum
c.	BANK PLR (For Floating Rate of Interest)	_____ % per annum
d.	Spread (For Floating Rate of Interest)	_____ % per annum

xii.	Rest	
xiii.	Default Interest	As Described in Sanction Letter dated _____ and Sanction Letter Reference No : _____
xiv.	Interest Frequency (Tick)	Monthly / Quarterly / Half Yearly
xv.	Repayment of Loan/Facility	
a.	Mode of Repayment (Tick)	NACH / ECS / PDC As per Sanction Terms
b.	Term of Facility	
c.	Repayment Structure	Payable in _____ Equated Monthly Instalments (EMI) of Rs. _____/- per month due at the 4th of every month.
d.	Repayment cycle date	
e.	Date of commencement of instalment/ Repayment	
8. Security Interest		
a.	Mode of Repayment (Tick)	First and Exclusive Charge on commercial property by way of Registered / Equitable mortgage of _____ _____ _____
b.	Other Security	6 PDCs (includes 4 EMI Cheque of Rs. _____/-, 1 Security UDC not over Rs. _____ and 1 Pre EMI cheque) Bank Approved ECS / NACH mandate to be provided towards servicing of monthly EMIs
c.	Pari Passu Security, if any	Not applicable
9. Details of the Security Provider		Mr./ Mrs.
10. Charges/Fees		
a.	Penal Charges	3.00% p.m. will be payable by the Borrower on the overdue amount for the default period.
b.	Processing Fee	As Described in Sanction Letter
c.	Cheque Bounce Charges	Rs. 500/- + Applicable Tax
d.	Cheque Swap Charges	Rs. 1,500/- + Applicable Tax
e.	Statement of Accounts	Once in a year will not be chargeable. Rs. 500 + Applicable Tax in case if an extra copy required
f.	List of Documents	One Time Free Rs. 1,500 + Applicable Tax in case if duplicate copy required
g.	Property Swap Charges	Rs. 15,000/- + Applicable Tax (Other ancillary expenses as per actuals)
h.	Escrow Account Opening	As Per Actual To Be Borne By Borrower
i.	Part Prepayment and Foreclosure Charges	As Described Sanction Letter dated _____ and Sanction Letter Reference No : _____
j.	a) Legal, Repossession & Incidental Charges. b) Legal Documentation charges	As Per Actual Rs. 15,000/- + Applicable Tax
k.	ROC Charges	Rs. _____/-
l.	CERSAI Charges	Rs. 500/- + Applicable Tax
m.	Repossession and storage charges of assets financed	As Per Actual (If any)
n.	Other Undertakings/Declarations	As Described Sanction Letter dated __/__/____ and Sanction Letter Reference No : USFBL/MSME/CCU/2021-22/ _____

	Special Covenants (if Any)	As Described Sanction Letter dated __/__/____ and Sanction Letter Reference No : USFBL/MSME/CCU/2021-22/____
	Note:-	“Ultimate Beneficial Ownership (UBO) Declaration” or any other undertakings or declaration as per applicability needs to be given by the Borrower/Co-Borrower as per the format given/suggested by the Bank.

GST, other government taxes and Levies as applicable will be levied on all fees and charges.

PDC/UDC(s) Covering Letter

Date:

To,
Mr. _____

The Unity Small Finance Bank Limited ("Bank")

Location: _____

Re: Sanction Letter no.....dated

Subject: PDC/UDC(s) Covering Letter

Dear Sirs/Madam,

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

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

I / We:

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

Thanking you,

Yours truly,

For M/s. _____

Mr / Mrs. _____

(Borrower Sign)

DRAWDOWN REQUEST LETTER

Date: _____

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

Ref: Drawdown Request for with reference to Sanction Letter no. _____ **dated** _____.
Sub: Drawdown under Term Loan for Rs. _____ **Lakhs**

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

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

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

Following Fees & Pre-EMI Amount to Debited from current disbursement / bank account maintained with the Bank

Sr. No.	Details of Deduction	Amount (in Rs.)
1	Processing Fees plus applicable Tax's	
2	Pre-EMI Interest Amount	
3	Insurance Prudential Premium	
Total Deduction Amount		

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

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

Yours faithfully,

M/s _____

Authorised Signatory (Borrower Sign)

LETTER OF CONTINUITY FOR DEMAND PROMISSORY NOTE

Date: _____

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

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

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

_____ and
Mr/Mrs. _____ (**"Co-Borrower 1 / Obligor"**), **Mr/Mrs.** _____ (**"Co-Borrower 2 / Obligor"**),
Mr/Mrs. _____ (**"Co-Borrower 3 / Obligor"**), **Mr/Mrs.** _____ (**"Co-Borrower 4 / Obligor"**),
Mr/Mrs. _____ (**"Co-Borrower 5 / Obligor"**), which expression shall, unless it be repugnant to the subject or context thereof, mean and include his successors and permitted assigns; have executed a Promissory Note of **Rs.** _____ /- (**Rupees** _____) **dated** _____ together with applicable interest thereon at the rate of _____ %

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

Signatures:

For M/s. _____ ("Borrower")

Authorised signatory (Sign)

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

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

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

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

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

Standard Declaration from Co-Borrower

Date: _____

To
Mr. _____
Unity Small Finance Bank Limited
Mumbai.

Ref: Your Sanction Letter no. _____ Term Loan _____ of **INR.** _____ /-
(Rupees _____ **).**

Sub: Declarations

Dear Sir,

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

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

With regards,

Signature:

For, _____

Authorised Signatory

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

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

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

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

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

Standard Declaration from Borrower

Date: _____

To

Mr. _____

Unity Small Finance Bank Limited ("Bank")

Mumbai.

Ref: Your Sanction Letter no. _____ dated _____ for **Term Loan** of **Rs.** _____
(Rupees) _____).

Sub: Standard Declarations

Dear Sir,

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

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

With regards,

Signature:

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

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

Authorised Signatory (Borrower Sign)

Ultimate Beneficial Ownership (UBO) Declaration

Date:

To,
Mr. _____

The UNITY SMALL FINANCE BANK LIMITED ("Bank")

Subject: Ultimate Beneficial Ownership (UBO) Declaration

Reference: Borrower Name- _____

We hereby declare that following persons owns 15% / 25% (Refer note below) or more interest in _____ (Entity Name).

Sr. No.	Name and Address of UBO	UBO Type (Individual/ Partnership firm/ Company/ LLP/ Trust/ HUF etc.)	Date of Birth/ Date of Incorporation	Unique No. of Identification document (PAN / Voter ID/ Aadhaar card/ Passport etc.)	Nationality*	% of interest / ownership in the entity

*In case the person is a US person or resident of a country other than India, please also provide following details:

Country of Tax Residency	Tax identification number or equivalent & Tax identification/ functional equivalent document	City and Country of Birth	UBO Code (Kindly refer the UBO list attached herewith)

As persons possessing 15% / 25% or more interest in the entity are not identified / the UBO identified above is a non-individual entity, we hereby declare that no natural person is identified as beneficial owner, the details of senior managing official is/are as follows:

Sr. No.	Name and Address of UBO/ Promoter/ Directors	Date of Birth	Unique No. of Identification document (PAN / Voter ID/ Aadhaar card etc.)	Nationality*

*In case the person is a US person or resident of a country other than India, please also provide following details:

Country of Tax Residency	Tax identification number or equivalent & Tax identification/ functional equivalent document	City and Country of Birth	UBO Code (Kindly refer the UBO list attached herewith)

I/We have read and understood the information requirements and the Terms and Conditions mentioned in this Form (read alongwith the FATCA & CRS Instructions) and hereby confirm that the information provided by me/us on this Form is true, correct, complete and accurate.

Thanking you,

Yours faithfully,

For and on behalf of (Name of the Borrowing entity)

Authorised Signatory

Name:

Designation:

Place:

Open NACH undertaking

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

Subject: Declaration towards NACH mandate

In order to ensure timely repayment of the Loan/ loan(s) monthly instalment, penalties, costs and/or any other outstanding amount(s) due in respect of the Loan/ loan(s), obtained/availed from Unity Small Finance Bank Limited ("Bank") from time to time, I hereby authorize Bank to submit the mandate duly signed by me, to/ before the bank with whom I have the bank account, details of which are mentioned in the mandate, for the purpose of debiting my said bank account for/with the amount(s) and the frequency as specified in the Mandate form bearing _____ No. _____ dated _____.

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

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

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

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

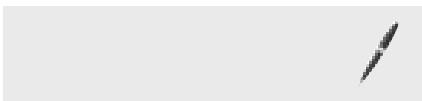
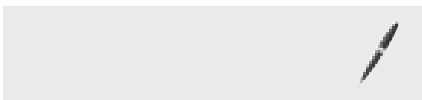
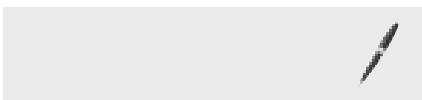
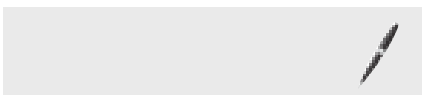
Name & Signature of the Borrower _____

Partnership Firm Authorization Letter

- a) We the undersigned partners of M/s _____ a partnership firm incorporated within the meaning of the Indian Partnership Act, 1932 having its registered office at _____ India ("Firm"), do hereby authorize and jointly undertake the following acts/deeds on behalf of the Firm:
- b) That the Firm is hereby undertake we, avail a facility to the maximum extent of up to INR _____ (Indian Rupees _____ Only) from Unity Small Finance Bank Limited("Bank") by M/s _____ Borrower") as mentioned in the Bank sanction letter dated _____ bearing reference number _____ (the "Sanction letter") and as may be stipulated by the Bank from time to time.
- c) That the Firm is hereby undertake and confirm that the following authorised representatives viz. Mr. _____, Mr. _____ and Mr. _____ (the "Authorised Officers") be and are hereby authorised severally to convey to the Bank acceptance on behalf of the Firm of the terms and conditions of the Facilities as contained in the Sanction Letter Ref No. _____ dated _____ and agree to such changes and modifications in the said terms and conditions as may be suggested by the Bank from time to time, and to execute such Facility cum Loan Agreements, Security Documents, deeds, documents, undertakings, Declarations and other loan documents ("Finance and Security Documents") as may be necessary or required for this purpose. Also annexed are the specimen signatures of the authorised signatories.
- d) That the Firm is hereby authorised to make any amendments to the partnership deed only with the prior written consent of the Bank.
- e) To do all other acts, deeds and things as may be deemed necessary to give effect to the foregoing

For **Partnership Firm Name**

(Authorised partner Sign)

1.  Partner **Mr. / Mrs.** _____
2.  Partner **Mr. / Mrs.** _____
3.  Partner **Mr. / Mrs.** _____
4.  Partner **Mr. / Mrs.** _____

End Use Declaration

Date:

Place:

Sub: **End Use Declaration**

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

_____ hereby declare that loan disbursed to us vide Ref. Sanction Letter No. _____

Date: _____ has been used for _____ as mentioned in loan Agreement submitted to Unity Small Finance
Bank Limited at the time of availing the loan.

Thanking you,

For,

Proprietor/Partner/Individual/Managing Director