{% if e\_stamp %}{{ e\_stamp }}

{% else %}

{% endif %}

**FACILITY AGREEMENT**

This Facility Agreement (“**Agreement**”) has been made on the date as mentioned in **Schedule-I** hereto, by and between:   
  
**{% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %}**, a **{{ company\_type\_of\_borrower }}**, duly registered under the Companies Act, 1956/2013 and having registered office at **{% if company\_type\_of\_borrower == ”Individual” %}{{ borrower.address }}{% else %}{{ borrower.reg\_address }}{% endif %},** hereinafter referred to as “**Supplier**” or “**Borrower**” (which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **First Part**;

**{% if is\_guarantor\_available %}{% if guarantor\_anchor %}**

**AND**

**{% if is\_guarantor\_available %}{% if guarantor\_anchor %}{% for i in guarantor %}{% if loop.index == 1 %}{% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.company }}{% endif %}{% endif %}{% endfor %}{% endif %}, {% endif %}**a **{% if is\_guarantor\_available %}{% if guarantor\_anchor %}{% for i in guarantor %}{% if loop.index == 1 %}{{ i.constitution }}{% endif %}{% endfor %}{% endif %}, {% endif %}**registered under the Companies Act, 1956/2013 and having registered office at **{% if is\_guarantor\_available %}{% if guarantor\_anchor %}{% for i in guarantor %} {% if loop.index == 1 %}{% if i.constitution == “Individual” %}{{ i.address }}{% else %}{{ i.reg\_address }}{% endif %}{% endif %}{% endfor %}{% endif %}, {% endif %}**hereinafter referred to as the “**Buyer**” or the “**Guarantor**” (which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and assigns) of the **Second Part;**

**{% endif %}{% endif %}**

**AND**

**RATNAAFIN CAPITAL PRIVATE LIMITED**, a private limited company, duly registered under the Companies Act, 2013, having its registered office at 201-205, Shilp Aperia, Near Ashok Vatika, Bopal-Ambli Road, Ahmedabad, Gujarat – 380054, hereinafter referred to as “**RCPL**” or “**Lender**” (which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and assigns) of the **Third Part**.

The Lender, the Borrower) and the Guarantor are hereinafter collectively referred to as the “**Parties**” and individually referred to as “**Party**”.

**WHEREAS:**

1. The Supplier who is engaged in the business of **{{ borrower\_business }}** has supplied the goods and products to the Buyer and the Buyer has issued an invoice(s) in favor of the Supplier [guaranteeing payment of the amounts underwritten];
2. Subsequently, the Supplier has approached the Lender for credit facility against the invoice issued by the Buyer and the Guarantor has agreed to provide necessary security/guarantee for the same;
3. Upon the request of the Borrower, and in furtherance of the Sanction Letter dated **{{ format\_date(loan\_date\_of\_sanction\_letter, format='dd/MM/yyyy') }}** the Lender has agreed to grant Credit Facility (as defined below) upon the mutually agreed terms and conditions herein appearing.

**THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

1. **DEFINITION**
2. **“Additional Interest Rate”** shall mean the additional interest rate as detailed in the Schedule of this Agreement.
3. **“Applicable Interest Rate”** shall mean the rate of interest as mentioned in the Schedule of this Agreement payable by the Borrower(s) to the Lender on the outstanding principal amount under the Credit Facility and serviced in a manner as specified in this Agreement, and shall mean to include such interest rate, as specified by the Lender at renewal of the Credit Facility.
4. **“Applicable Law”** shall mean any statute, national, state, provincial, local, municipal, or other law, treaty, code, regulation, ordinance, rule, judgment, order, decree, bye-law, any act or enactment including but not limited to the Insolvency and Bankruptcy Code, 2016 (“Code”), The Industrial Disputes Act, 1947, Environment Protection Act, 1986, approval of any Governmental Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or at any time thereafter.
5. **"Channel Partner”** shall mean Greenizon Agritech Consultancy Pvt Ltd. (JAI KISAN).
6. **“Charges”** shall mean the charges which may be charged by the Lender in relation to the Loan/ Facility, including the charges provided in the Sanction Letter. Any revision to the Charges in terms of this Agreement shall be the applicable Charges and shall be deemed to have been incorporated in the Sanction Letter, and the Sanction Letter to this effect be deemed to have been modified.
7. **“Companies Act”** shall mean individually and collectively, such relevant provisions of the Companies Act, 1956, which are still in force and effect and those provisions of the Companies Act, 2013, which have been notified and are in full force and effect, and all amendments, enactments, re-enactments or modifications thereof, from time to time, including the rules and regulations prescribed therein.
8. **“Conditions Precedent”** shall mean the conditions as specified in Clauses of this Agreement which are required to be satisfied (unless waived in writing by the Lender) by the Borrower(s) before submitting a Disbursement Request in relation to the Facility.
9. **“Credit Facility”** shall mean the revolving facility of invoice financing of the amount sanctioned by **RATNAAFIN CAPITAL PRIVATE LIMITED** on the request made by the Borrower/Guarantor as per the terms and conditions of this Agreement.
10. **"Credit Information Agency”** shall mean and include TransUnion CIBIL Limited, CRIF High Mark Credit Information Services Private Limited, Equifax India and Equifax Analytics Private Limited, Experian Credit Information Company of India Private Limited or such other company or any other agency as may be notified or recognized as such by the RBI or any other regulatory authority.
11. **“Designated Account”** shall mean a current bank account of the Lender for receipt of the Outstanding Amounts.
12. “**Due Date**” shall have the meaning as specified under the Schedule I of this Agreement.
13. **“Electronic Clearing Service” or “ECS” or “NACH”,** shall mean the electronic clearing services and electronic payment services, notified by RBI from time to time, being mode(s) of effecting payment transactions using the services of a clearing house or any other platform or mechanism duly authorized in this regard including without limitation the National Electronic Clearing Service.
14. “**EMI**” shall mean equated monthly installments.
15. “**Event of Default**” shall have the meaning as specified under the Clause 3 A of this Agreement.
16. **“Facility Receiver(s)”** shall refer to the person/ entity who shall (i) Apply for the Credit Facility and in his/her account, the facility shall be disbursed.
17. **“Guarantor(s)”** shall be signing this agreement, more specifically Deed of Guarantee as a guaranteeing party of performance under this agreement, and shall have the primary responsibility (not limited to) for repayments as enumerated in this agreement; under the terms and conditions of this Credit Facility Agreement.
18. “**Sanction Letter**” shall have the mean ascribed to the term under Recital B above.
19. “**Security**” shall mean the deed of guarantee that shall be entered into between the Lender and the Guarantor(s).
20. **“Tenor”** shall mean the period specified in the Schedule of this Agreement.
21. **CREDIT FACILITY, DISBURSEMENT, INTEREST, PROCESSING FEES & OTHER CHARGES AND REPAYMENTS**
22. Subject to the terms and condition contained herein, the Guarantor(s) agrees to guarantee the performance and repayment of the borrowed facility from RCPL against the Security, and the Lender agrees to lend the sum specified in this Agreement hereto in favor of the Borrower. The Credit Facility may be disbursed in full or in installment or in such other manner during the Credit Facility tenor as may be requested by the Guarantor(s), on behalf of Borrower(s) that includes the details of the accounts and manner of payment that shall be confirmed in writing by the Guarantor(s), and decided by RCPL. The Credit Facility may be disbursed to such other person/s as may be designated by the Guarantor(s); Provided however that disbursement if any made by RCPL to the aforesaid designated person/s shall not affect the obligations of the Guarantor(s) in relation to the Credit Facility and such disbursement of the Credit Facility to the designated person(s) shall be deemed to be the Credit Facility granted to and availed by the Guarantor(s) under this Agreement or arrangement. Further, such other person designated by the Guarantor(s) shall be subject to KYC verification by the Lender. The entire repayment responsibility of the Credit Facility amount, alongwith any interests, charges, taxes, etc. as per the terms and conditions of this Agreement shall be of the Guarantor(s) first. In the absence of repayment or non-fulfillment of any obligation under this Agreement by the Guarantor(s), the responsibilities to fulfill the obligations under this Agreement shall be that of the Borrower(s) under the terms and conditions of this Agreement, as otherwise would have been that of the Guarantor(s).
23. The said Credit Facility is a revolving facility and therefore the Lender may in its sole discretion and option, at the request of the Guarantor(s), agree to the Borrower re-borrowing any amount(s), repaid/prepaid by the Guarantor under the Credit Facility or any lesser amount and for such periods as the Lender may deem fit in its sole discretion having regard to applicable regulatory guidelines and also, subject to the Lender’s discretion in revising the interest for the Credit Facility and/or revising any of the conditions specified in this Agreement including, specifying additional conditions, which shall all be binding on the Borrower and the Guarantor. Notwithstanding this, upon any such request being made by the Guarantor, the Borrower and the Guarantor shall have deemed to have warranted and represented to the Lender that no Event of Default (as defined below) has occurred and/or is in existence or continuing.
24. The Guarantor(s) shall pay the applicable charges which includes but not limited to interest, processing fees and other charges as applicable at the rate specified and, on the repayment, frequency mentioned in the Schedule -1 appended to this Agreement. The interest on the Credit Facility shall be calculated on a daily basis with monthly rests on the outstanding principal amount. The interest on the Credit Facility shall begin to accrue from the date of acceptance of this agreement, irrespective of the time taken for issuance, transit, collection, realization of the cheque and/or any other reason whatsoever by the Guarantor(s) or his/its/their bank.
25. The Guarantor(s) shall repay/pay the Credit Facility along with Interest, processing fees and other charges as applicable, on the Due Date and in the manner specified in this Agreement.
26. The Guarantor(s) shall bear and pay to RCPL fees and charges as specified in the Agreement, charges sheet and the website of RCPL and/or Greenizon Agritech Consultancy Pvt. Ltd. (“**Jai Kisan**”), and which would include but shall not be limited to documentation and processing charges (non-refundable), pre-EMI interest (if applicable), and other charges such as cheque bounce charges, cheque/ECS swap charges, additional interest, prepayment charges/foreclosure charges and any fee or charges as applicable as per the internal policies of RCPL from time to time, statutory charges or otherwise, payable in respect of the Credit Facility. RCPL shall be entitled to revise the above fee/charges without any notice to the Guarantor(s). In addition to the above charges the Guarantor(s) shall also bear, pay and reimburse to RCPL, all charges relating to interest tax, service tax, duties (including stamp duty), and taxes (of any description as may be levied from time to time by the government or other authority) and all other cost and expenses whatsoever in connection with;

* Application form and the grant and repayment of Credit Facility;
* Recovery and realization of the Credit Facility together with interest;(c) enforcement proceedings, if any.

1. In the event the Guarantor(s) remits/pays any amounts in excess of the amounts due to RCPL under the Credit Facility, RCPL reserves the right to charge processing fee as may be decided by RCPL from time to time for refund of such excess amounts.
2. The pre-EMI interest, advance installment, insurance premium, documentation charges, transaction/processing charges and/or any other charges under or in connection with the Credit Facility will be deducted from the Credit Facility and only the net amount of the Credit Facility after the deduction of such fees and/or charges shall be disbursed to the Guarantor(s).
3. The Credit Facility shall be repayable forthwith on demand, and accordingly, notwithstanding a repayment schedule for the Credit Facility, RCPL shall have the right to be paid forthwith on demand the entire amount outstanding under the Credit Facility along with all other dues, including interest in respect of the Credit Facility. The declaration of the outstanding dues as non performing asset by the Lender shall for all practical purposes be recognized on the basis of the Due Date**.**
4. The Guarantor(s) and the Borrower confirm that it/they shall not use the Credit Facility (or any part thereof) for any purpose other than the purpose specified in the application form of the Borrower, or for any speculative, improper or illegal or unlawful purposes/activities. It is hereby agreed that in the event of two or more Guarantor(s), the liability of the Guarantor(s) to repay the Credit Facility and to fulfill the obligations under this Agreement shall be joint and several and co-extensive.
5. All payment to be made by the Guarantor(s) to RCPL under or pursuant to this Agreement shall be made free and clear of and without any deduction for or on account of any tax deduction, so that RCPL receives and retains (without any liability for such deduction) a sum equal to the sum which it would have received had such deduction not been made or required to be made. Goods and Service tax and all other applicable taxes or other statutory levies, if any, will be charged to and payable by the Guarantor(s).
6. In the event of the Guarantor(s) committing a default in the payment of the interest amounts due hereunder, the Guarantor(s) shall pay additional interest on the principal amounts outstanding under the Credit Facility on the date of such default, at the rate specified in the Sanction Letter, with monthly rests or at such periods of rest as RCPL may notify in writing from time to time, from the date of default till the date of payment of all overdue amounts. The payment of additional interest shall not absolve the Guarantor(s) of the obligations under the Agreement. Notwithstanding anything contained herein above, RCPL expressly reserves all the other rights and remedies for recovery of outstanding Credit Facility and charges that may accrue to it on any default by the Guarantor(s). The Additional Interest Rate shall be applicable in addition to any other charges, which Guarantor(s) is/are liable to pay to RCPL in terms of the Credit Facility.
7. The Guarantor(s) may prepay the entire Credit Facility/make part payment thereon at any time by during the Credit Facility tenor, before the Due Date. In the event the Guarantor(s) exercises its right to prepay, RCPL shall be entitled to charge prepayment fee/charges at the rate specified in the Sanction Letter.
8. The Guarantor(s) shall also be liable to pay the interest in advance; however, RCPL shall not be liable to pay any interest on the interest paid in advance.
9. The Guarantor(s) hereby acknowledges and confirms that he/she/it is aware and accepts that all fees, charges, etc. paid by the Guarantor(s) to the Lender at the time of application and/or documentation pertaining to the Credit Facility are towards the one-time costs and/or expenses incurred or to be incurred by the Lender including but not limited to sourcing, verification and legal expenses in connection with the Credit Facility.
10. Any charges payable under this Agreement may be waived by RCPL at its sole discretion and the decision of RCPL will be final and without any recourse by the Guarantor(s).
11. The Borrower and the Guarantor(s) agree that the Lender shall at all times, without reason, have the right to recall any part or entire amounts under the Credit Facility by giving a **7 days** notice to the Borrower and the Guarantor(s).
12. The Guarantor(s) hereby represent and warrant the genuineness of the signatures of the Guarantor(s) and/or the authorized signatories of the Guarantor(s), or each of the Guarantor(s) and/or the Guarantor in the event of there being more than one Guarantor(s) and/or the Borrower(s), as the case may be. The Guarantor(s) hereby confirms that this Agreement shall be signed by electronic and/or non-electronic means that shall constitute a valid acknowledgment of responsibilities, obligations and terms and conditions under this Agreement.
13. **EVENT OF DEFAULT AND CONSEQUENCES OF DEFAULT**
14. Occurrence of any of the following events would constitute as an event of default under this Agreement ("**Event of Default**”):

* The Guarantor(s) or the Borrower commit a breach of any of the terms and conditions contained in this Agreement; or
* The Guarantor(s) fails to pay/repay any installments or any other payment on or before the due dates; or
* Termination or occurrence of an event of default under memorandum of understanding or deed of authority or any other documents/agreement entered into between the Guarantor(s) and the Channel Partner;
* Any information provided by the Guarantor(s) or the Borrower to the Lender in the application for the Credit Facility or otherwise is found to be misleading or incorrect in any material respect or any representation or warranty under this Agreement is found to be incorrect; or
* The Guarantor(s) or the Borrower fail to furnish any information or documents required by the Lender within the time frame as may be stipulated by the Lender; or
* The Guarantor(s) commits any default under any other agreement with RCPL or other bank and financial institution; or
* It is found that Guarantor(s) or the Borrower have made any misrepresentation to RCPL; or
* The Guarantor(s) commits an act of insolvency or if the Guarantor(s) is declared insolvent or bankrupt or if a liquidator, receiver(s) or an officer is appointed in respect of any property or estate of the Guarantor(s) or if the Guarantor(s) makes any application for declaring himself to insolvent or if an application for declaring the Guarantor(s) to be insolvent is made or any order is passed by the competent court or authority for taking the Guarantor(s) into insolvency; or
* The Guarantor(s) or any partner or director of the Guarantor(s) ceases to carry on the declared profession/business; or
* There is any change in the status, management or constitution of the Guarantor(s) and such change is considered by RCPL to be a material change; or
* There exist any circumstances which in the opinion of RCPL prejudicially affect or may affect RCPL's interest or the Guarantor(s)'s ability to repay the Credit Facility.

1. On the question whether any of the above events has happened, the decision of RCPL shall be conclusive and binding on the Guarantor(s) and the Borrower(s). Upon occurrence of any of the events of default and at any time thereafter, RCPL shall be entitled to declare the outstanding Credit Facility amount as immediately due and payable and whereupon the Guarantor(s) shall pay all the amount due and payable under the Credit Facility and/or the Agreement in accordance with the terms of the notice without any further notice or other legal formalities of any kind. Upon the Guarantor(s) failing to make the said payments within the stipulated time, RCPL may, at its sole discretion exercise any right or remedy which may be available to it under the Applicable Laws.
2. **OTHER TERMS AND CONDITIONS**
3. Without prejudice to the Security, RCPL shall have a control and lien over all the assets of the Guarantor(s) and a right to set off against any monies due from the Guarantor(s) and to combine all accounts of the Guarantor(s) for recovery of RCPL’s dues under the Credit Facility.
4. RCPL shall be entitled at all times and without any notice to the Guarantor(s) to set off and apply other money or monies in the hands of RCPL standing to the credit of or belonging to the Guarantor(s) in or onwards payments of any amount at any time being payable to RCPL or towards the outstanding in the said Credit Facility or as otherwise aforesaid and to recover at any time from the Guarantor(s) by suit or otherwise the balance remaining payable to RCPL under the said Credit Facility account(s) or otherwise notwithstanding that all or any of the facilities may be outstanding and or may not have been realized.
5. The Guarantor(s) shall not directly or indirectly assign or transfer all or any of its rights, benefits or obligations under the Agreement and/or the Credit Facility. RCPL may, at any time, without any consent of or reference to the Guarantor(s) be entitled to sell, assign, securitize, novate or transfer all or any of its rights, benefits and obligations under this Agreement to any person or organization in whole or in parts and in such manner and on such terms and conditions as RCPL may decide and any such sale, assignment or transfer shall conclusively bind the Guarantor(s).
6. The Guarantor(s) expressly recognizes and accepts that RCPL shall have full power and authority to appoint one or more third parties of RCPL 's choice to verify any fact or information furnished by the Guarantor(s) and/or to transfer or delegate to such third parties the right and authority to take all acts/steps as are necessary for RCPL to take in order to recover /receive amounts due to RCPL or collect on behalf of RCPL all unpaid amounts under the Credit Facility, attend the office or residence of the Guarantor(s), receive the amounts due, and generally perform all lawful acts as the third party may consider appropriate for such purposes.
7. As a pre-condition to the Credit Facility given/granted / to be granted /given to the Borrower(s), the Borrower(s) and the Guarantor(s) consent, agree and authorize RCPL to exchange, share, disclose or part with all the information and details relating to the Guarantor(s), information and data of any credit facility availed by the Borrower(s) and the Guarantor(s) and /or information and data relating to any default, if any committed by the Guarantor(s) in discharge of Guarantor(s)(s) obligations and/or repayment history of the Credit Facility to any business entity with whom RCPL has or may have any business tie-up in future, banks, financial institutions, Credit Information Bureau (India) Limited and / or any other credit bureaus, agencies, statutory bodies etc. as may be required or as RCPL may deem fit. The Borrower(s) and the Guarantor(s) acknowledge that the Credit Bureaus and any other agency so authorized may use and process the said information and data disclosed by RCPL in the manner as deemed fit by it/them. Further, the Borrower(s) and the Guarantor(s) also confirm and permit Credit Bureaus to furnish for consideration the processed information and data or product thereof prepared by banks / financial institutions and / or any other credit grantors or registered users as may be specified by Reserve Bank of India in that behalf.
8. The Borrower(s) and the Guarantor(s) hereby consent to RCPL, its officers and agents, disclosing information relating to the Guarantor(s) and Guarantor(s) Credit Facility accounts and or dealing relationship(s) with RCPL including but not limited to details of any facilities, any security taken, transactions undertaken and balances positions with RCPL to:

* Professional advisors and service providers of RCPL.
* Any actual or potential assignee, novatee, transferee, participant or sub participant in relation to any of RCPL's right or obligation under any agreement.
* Any rating agency, insurer or direct or indirect provider of credit protection or financial support for purposes in connection with services provided to or be provided by RCPL.

1. The Borrower(s) and the Guarantor(s) hereby represent and warrant the genuineness of the signatures of the Borrower(s) and the Guarantor(s) and/or the authorized signatories of the Borrower(s) and the Guarantor(s), or each of the Guarantor(s) and/or the Guarantor in the event of there being more than one Guarantor(s) and/or the Borrower(s), as the case may be. The Borrower(s) and the Guarantor(s) hereby confirm that this Agreement shall be signed by electronic and/or non-electronic means that shall constitute a valid acknowledgment of responsibilities, obligations and terms and conditions under this Agreement. Lender’s signature in this Loan Agreement is not Mandatory.
2. **INDEMNITY**
3. The Borrower and the Guarantor(s) shall indemnify and hold the Lender harmless from and against any and all loss, damage or other consequences which may arise or result from giving the Credit Facility to the Borrower or performing any service to the Borrower thereunder and shall reimburse the Lender upon demand for any payment, loss and damage which the Lender may make, suffer or sustain by reason or on account thereof and shall upon request appear and defend at the Borrower’s and/or the Guarantor(s)’ own cost and expense any action which may be brought against the Lender in connection therewith.
4. The Borrower and the Guarantor(s) further agree to indemnify and hold the Lender harmless from and against any and all claims, losses, demands, actions, costs, expenses, and liabilities incurred or suffered by the Lender by reason of the defect in security or any of it not being free from any encumbrances or from all and any sort of acquisition, litigation, judicial/ non-judicial proceedings, lien, charges etc.
5. The Borrower and the Guarantor(s) confirm that in the event of any discrepancy/ defect/ claim found against the title or ownership pertaining to the Security at a later date, the Borrower confirms that the Lender shall be at liberty to prosecute the Guarantor(s) for swearing to a false representation and indemnity and for breach of trust.
6. **ARBITRATION:**

In the event of any dispute or difference arising between the Parties hereto concerning or relating to the interpretation or effect of any provisions thereof or relating to the liability or obligation on the part of any of the Parties hereto, the same shall be referred to a sole arbitrator, mutually appointed by the Parties, however if the Parties fail to appoint a sole arbitrator, the same shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The award passed by the arbitrator shall be binding on all the parties. The arbitration shall be in English. The seat and venue of the arbitration proceedings shall be Ahmedabad.

1. **JURISDICTION:**

This Agreement shall be governed by the laws of India, without regard to choose of law principles thereof, and any provision of this Agreement that may prove to be unenforceable shall not affect the validity of any other provision of this Agreement. Subject to the provisions of Clause 17 above, the Courts in Ahmedabad will have exclusive jurisdiction with regards to any dispute or difference arising between the parties hereto concerning or relating to this Agreement.

1. **AMENDMENT:**

This Agreement constitutes a complete agreement. Any changes, alterations, supplements, waivers, if any of its provisions, amendments, or interpretations of this Agreement shall be valid only if they are in writing and signed by authorized representative of all the Parties.

1. **NON - WAIVER:**

Failure to exercise part of any right by any Party under this Agreement in one or more instances shall not constitute a waiver of those rights in another instance, such waiver by such party of any of the rights established herein shall not be considered as a waiver of another right established herein.

1. **SEVERABILITY:**

It is expressly agreed and declared by the parties hereto that if for any reason whatsoever after execution hereof, a court of competent jurisdiction holds any provision hereof to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provisions of this Agreement.

1. **STATUTORY COMPLIANCES:**

The Parties agree that all services rendered and operations conducted pursuant to this Agreement shall be in compliance with all legislations, statutes, ordinances, regulations, administrative rulings or requirements of law.

1. **NOTICES:**

All notices, requests or other communication made or required to be given under this Agreement shall be in writing and signed by authorized persons and shall be delivered (acknowledgement taken) to the details as mentioned in the Schedule hereto by prepaid registered A.D. or certified mail or a reputed courier services to the addresses mentioned herein under or such address as one party may notify the other party in writing and shall be deemed to be duly served if it is personally delivered at the time of delivery or if it is delivered by prepaid registered mail A/D or certified mail or a reputed courier services three days after posting thereof.

1. **DISCLOSURES:**

RCPL may disclose any information received in connection with the transactions contemplated herein relating to the Borrower, the guarantors or the Customers or the Receivables:

1. Pursuant to any law, rule, regulation, direction, request or order of any judicial, administrative or regulatory authority or in connection with any legal proceedings;
2. To the Customers;
3. To the Reserve Bank of India (“RBI”) and/or to any credit bureau and/or to any other agency authorized in this behalf by RBI,
4. To any of RCPL’s or its affiliates’ service providers or professional advisers who is under a duty of confidentiality to keep that information confidential;
5. Any actual or prospective assignee, transferee or participant;
6. Any actual or prospective counterparty to any swap or derivative transaction relating to the Customers and its obligations, (iii) any securitization vehicle the Bank may use from time to time,
7. Any rating agency and;
8. To any director, employee, agent, representative, auditor or counsel of the RCPL or of any of the foregoing.
9. The Parties hereby agree that the Lender may any time after the execution of this Agreement, enter into co-lending arrangements with one or more bank(s)/financial institutions in agreed ratio which shall be as under such co-lending agreements.
10. **SANCTION LETTER**

The terms of the Sanction Letter shall form part of this Agreement and shall be in addition to and be read in conjunction with the terms of this Agreement. If there are any inconsistencies between the terms of the Sanction Letter and this Agreement then, the terms of this Agreement shall prevail.

1. **ENTIRE AGREEMENT**

This Agreement and other Financing Documents shall constitute the entire agreement between the Parties about the subject matter, comprised within the Financing Documents and shall replace all previous agreements between the Parties on that subject matter. The Borrower(s) has not relied on any oral or written representation or warranty made, or purportedly made, by or on the behalf of the Lender, except as set out in the Financing Documents.

The Borrower(s) and Guarantor(s) shall sign and execute this Agreement through electronic and/or non-electronic means that shall have the binding acknowledgment of a valid contract.

1. **SURVIVAL OF RIGHTS**

The provisions of this Agreement which by their nature are intended to survive including the provisions contained in s of “Indemnity”, “Notices”, “Arbitration Clause”, “Law” and this “Survival of Rights” shall survive termination of this Agreement.

1. **BENEFITS**

The terms and provisions of this Agreement shall be binding upon, and the benefits & obligations hereof shall inure or pass on to the Borrower(s)'s and/or guarantor(s), their successors and permitted assigns and the Lender's successors and assigns (if appointed after permission of Lender, and as the case maybe).

1. **ACCEPTANCE**

The Borrower(s) and/or Guarantor(s) agrees and acknowledges that they have read & understood the entire Agreement and the Sanction Letter, and the duly filled in letters/ undertakings / schedules/ annexures hereto. The Borrower(s) and/or Guarantor(s) declares that they shall be bound by all the conditions mentioned herein.

The Borrower(s) and/or Guarantor(s) further agrees and declares that this Agreement and other documents including but not limited to the Sanction Letter have been explained to them in the language understood by the Borrower(s) and/or the Guarantor(s) that they have understood the entire meaning of various clauses and schedules and annexure forming part & parcel of the Agreement as well as of the other documents signed/ executed by them.

1. **SIGNATURES**

The Borrower(s) and/or the Guarantor(s) hereby represent and warrant the genuineness of the signatures of the authorized signatories of the Borrower(s) and/or the Guarantor(s), or each of the Borrower(s) and/or the Guarantor(s) in the event of there being more than one Borrower(s) and/or guarantor(s), as the case may be.

The Borrower(s) and/or the Guarantor(s) hereby confirm that this Agreement shall be signed by electronic and/or non-electronic means that shall constitute a valid acknowledgment of responsibilities, obligations and terms and conditions under this Agreement.

**SCHEDULE – I**

**TERMS AND CONDITIONS OF SANCTION**

|  |  |
| --- | --- |
| Date of Execution of the Agreement: | {{ format\_date(agreement\_date, format='dd/MM/yyyy') }} |
| Place of Execution: | {{ execution\_place }} |

|  |  |
| --- | --- |
| **Details of Borrower(s)** | |
| Borrower’s Name **(Firm if trader, Individual only if farmer)** | {% if company\_type\_of\_borrower == ”Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %} |
| Constitution (Company / Firm / Proprietorship / FPO / NGO) | {{ company\_type\_of\_borrower }} |
| Marital Status | {% if company\_type\_of\_borrower == ”Individual” %}{{ marital\_status }}{% else %}NA{% endif %} |
| Nationality | {% if company\_type\_of\_borrower == ”Individual” %}{{ nationality }}{% else %}NA{% endif %} |
| Gender | {% if company\_type\_of\_borrower == ”Individual” %}{{ gender }}{% else %}NA{% endif %} |
| PAN / Udhyam Aadhar (Company / Firm / Proprietor) | {{ borrower\_pan\_or\_tan\_or\_cin }} |
| Date of issue of GST certificate (If GST Applicable) | {% if company\_type\_of\_borrower != ”Individual” %}{% if borrower\_date\_of\_gst\_issue %}{{ format\_date(borrower\_date\_of\_gst\_issue, format='dd/MM/yyyy') }}{% else %}-{% endif %}{% else %}-{% endif %} |
| Phone Number | {{ borrower.phone }} |
| Email Address | {{ borrower.email }}{% if company\_type\_of\_borrower != ”Individual” %} |
| Registered Office Address [As per KYC] | {{ borrower.reg\_address }} |
| Corporate Office Address [As per KYC] | {{ borrower.corp\_address }}{% endif %}{% if company\_type\_of\_borrower == ”Individual” %} |
| Address [As per KYC] | {{ borrower.address }}{% endif %} |
| **{% if is\_guarantor\_available %}{% for i in guarantor %}Details of Guarantor(s)** | |
| Guarantor(s)’s Name **(Firm if trader, Individual only if farmer)** | {% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.company }}{% endif %} |
| Constitution (Company / Firm / Proprietorship / FPO / NGO) | {{ i.constitution }} |
| Marital Status | {% if i.constitution == “Individual” %}{{ i.marital\_status }}{% else %}NA{% endif %} |
| Nationality | {% if i.constitution == “Individual” %}{{ i.nationality }}{% else %}NA{% endif %} |
| Gender | {% if i.constitution == “Individual” %}{{ i.gender }}{% else %}NA{% endif %} |
| PAN / Udhyam Aadhar (Company / Firm / Proprietor) | {{ i.pan\_or\_tan\_or\_cin }} |
| Date of issue of GST certificate (If GST Applicable) | {% if i.constitution != “Individual” %}{% if i.date\_of\_gst\_issue %}{{ format\_date(i.date\_of\_gst\_issue, format='dd/MM/yyyy') }}{% else %}-{% endif %}{% else %}-{% endif %} |
| Phone Number | {{ i.phone }} |
| Email Address | {{ i.email }}{% if i.constitution != “Individual” %} |
| Registered Office Address [As per KYC] | {{ i.reg\_address }} |
| Corporate Office Address [As per KYC] | {{ i.corp\_address }}{% endif %}{% if i.constitution == “Individual” %} |
| Address [As per KYC] | {{ i.address }}{% endif %} |
| **{% endfor %}{% endif %}{% if is\_co\_borrower\_available %}{% for i in co\_borrower %}Details of Co-borrower(s)** | |
| Co-borrower Name **(Firm if trader, Individual only if farmer)** | {% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.company }}{% endif %} |
| Constitution (Company / Firm / Proprietorship / FPO / NGO) | {{ i.constitution }} |
| Marital Status | {% if i.constitution == “Individual” %}{{ i.marital\_status }}{% else %}NA{% endif %} |
| Nationality | {% if i.constitution == “Individual” %}{{ i. nationality }}{% else %}NA{% endif %} |
| Gender | {% if i.constitution == “Individual” %}{{ i. gender }}{% else %}NA{% endif %} |
| PAN / Udhyam Aadhar (Company / Firm / Proprietor) | {{ i.pan\_or\_tan\_or\_cin }} |
| Date of issue of GST certificate (If GST Applicable) | {% if i.constitution != “Individual” %}{% if i.date\_of\_gst\_issue %}{{ format\_date(i.date\_of\_gst\_issue, format='dd/MM/yyyy') }}{% else %}-{% endif %}{% else %}-{% endif %} |
| Phone Number | {{ i.phone }} |
| Email Address | {{ i.email }}{% if i.constitution != “Individual” %} |
| Registered Office Address [As per KYC] | {{ i.reg\_address }} |
| Corporate Office Address [As per KYC] | {{ i.corp\_address }}{% endif %}{% if i.constitution == “Individual” %} |
| Address [As per KYC] | {{ i.address }}{% endif %} |
| **{% endfor %}{% endif %}Details of the Credit Facility** | |
| Loan Amount / Credit Limit [INR] | Rs. {{ loan\_amount }}(Rupees {{ loan\_amount\_in\_words | title }} only) |
| Processing Fee | {{ loan\_processing\_fee }}% plus applicable taxes |
| Tenure of the facility | {{ facility\_tenure }} Months |
| Loan tenure (In Days) | {{ loan\_tenure }} or such other tenure as may be mutually agreed |
| Loan Product Name | {{ loan\_facility\_type }} |
| Purpose of the Credit Facility | {{ loan\_specified\_purpose }} |
| Stamping Charges | As per stamp duty act |
| Remarks | {% if remarks %}{{ remarks }}{% else %}NA{% endif %} |
| Interest Rate | {{ interest }} |
| Interest Period | {{ loan\_tenure }} or such other tenure as may be mutually agreed |
| Mode of Disbursal | {{ mode\_of\_disbursal }} |
| Delay/ Overdue interest | {{ loan\_penal\_interest }}% P.M over and above normal Interest |
| Prepayment/Foreclosure Charges | {{ loan\_foreclosure }} |
| Repayment Frequency | {{ repayment\_frequency }} |
| Due Date | Upon demand by the Lender |
| Mode of Loan Repayment | {{ loan\_repayment\_method }} |
| Legal Expenses | Stamp duty and other legal charges, present and future to be borne solely by the Borrower(s) |
| Mode of Execution of this Agreement | Electronic or Non-Electronic mode (as case may be) |
| Usance Tenure of Loan | {{ loan\_tenure }} or such other tenure as may be mutually agreed |
| Security Deposit | {% if security\_deposit\_or\_dsra %}{{ security\_deposit\_or\_dsra\_des }}{% else %} NA {% endif %} |
| Renewal Fees | {{ renewal\_fees }}% plus applicable GST |
| Minimum Utilization | {{ minimum\_utilization }} |
| Non-Utilization | {{ non\_utilization\_charges }}% P.A on non-utilization amount |

**DISBURSEMENT DETAILS**

|  |  |
| --- | --- |
| **Details of Bank Account (For Disbursements)** | |
| Bank Name |  |
| IFSC Code / Branch Name |  |
| Account Number |  |

**DECLARATION**

I/We declare that,

1. All the particulars and information given in the application form are true, correct and complete and upto date in all respects and I/We have not withheld any information or provided otherwise whether in writing or orally for the Credit Facility applied for (the “**Facility**”);
2. I/We have no insolvency proceedings initiated against me/any of us, nor have I/We ever been adjudicated as insolvent except for the legal proceedings, the particulars whereof are given herein below;
3. I/We have read the application form and brochures and am/are aware of all the terms and conditions of availing finance from RCPL.
4. I/We authorize RCPL and its representatives to make references and enquiries related to the information given in this application or otherwise whether in writing or orally, which I/We believe necessary for RCPL and its representatives consider necessary for grant of the Credit Facility to me/us;
5. I/We undertake to inform RCPL and its representatives regarding change in my/our residence/employment and to provide any further information that RCPL and its representatives may require;
6. I/We hereby authorize and give consent to the Lender to disclose, without notice to me/ us, information furnished by me/ us in the application form(s)/ related documents executed/ to be executed in relation to the facilities to be availed by me/ us from the Lender, to the other branches/ subsidiaries/ affiliates/ Credit Bureaus/ Rating Agencies/ Service Providers, banks/ financial institutions, governmental/ regulatory authorities or third parties for information verification, third parties for E-KYC & C-KYC verification, third parties for office and residence verification, credit risk analysis, or for other related purposes that the LENDER may deem fit.
7. I/ We waive the privilege of privacy and privity of contract;
8. I/We authorize RCPL and their representatives to disclose, exchange, share or part with all the information relating to me/us provided to or received by RCPL or any other details regarding the Credit Facility including repayment history information to other group companies/Banks and their representatives for use by them;
9. I/We authorize RCPL to disclose the information provided by us with respect to the borrowings, facilities and outstanding amounts from time to time including the payment details in the form and structure necessary to Credit Information Bureau (India) Ltd (“**CIBIL**”) and / or any other bureau entity authorized by Reserve Bank of India from time to time;
10. I/We confirm that no Advance shall be used for anti-social purposes or for money laundering activities or for any purpose other than the purpose for which the Credit Facility is sanctioned and that RCPL has the right to recall the entire amount of the Credit Facility, if the Credit Facility is used for any purpose other than as declared by me/us;
11. I/We have read and understood the terms and conditions as stipulated by RCPL and agree to be bound by them;
12. I/We affirm that the contents of this form have been explained to me/us in English/ my/our mother tongue (as case may be) and I/We am/are signing this form out of our free will, only after understanding and accepting all terms and conditions. I/We hereby apply for a finance facility for the short-term personal Invoice Financing Credit Facility ("**Facility**") mentioned in this application.
13. I/We declare that all the particulars and information and details given/filled in this Application Form are true, correct, complete and up to date in all respects and no information has been held by me/us and I/we understand that the information given in this Application Form shall form the basis of any Credit Facility that RCPL may decide to grant to me/us and if at any stage of processing this Application Form, it comes to the knowledge of RCPL, that, I/we have provided any incorrect or incomplete information, fabricated documents, or fake documents, they will be treated by RCPL as having been manipulated by me/us and RCPL shall have the right to forthwith reject this Credit Facility application, cancel / revoke any sanction or further draw-downs or recall any Credit Facility granted at any stage of processing the application, without assigning any reason whatsoever and RCPL and its employees/ representatives/ agents / service providers shall not be responsible/liable in any manner whatsoever to me/us for such rejection or any delay in notifying me/us of such rejection (including for any payments which may have been made by me to any vendor/ service provider prior to cancellation). I/We understand that RCPL will also be procuring personal information from other sources/agents and I/ We have no objection for the same.
14. I/We further confirm that I/we am/are aware of all terms and conditions of availing the Facility from RCPL. I/We authorize RCPL to make reference and inquire relating to information in this Application Form which RCPL considers necessary, including from the banks where I/we hold bank accounts.
15. I/We authorize RCPL to procure my/our PAN/copy of my/our PAN Card, other identity proof and bank account details from time to time, exchange, part with/share all information relating to my/our Credit Facility details and repayment history with other banks/financial institutions/CIBIL etc. and periodically obtain / generate CIBIL, Experian, Hunter and such other reports as may be required and I/ we shall not hold RCPL liable for use of this information. I/We confirm that there are no criminal or insolvency proceedings against me/us.
16. I/ We declare that I/ We have not made any payment in cash, bearer’s cheques or by any other mode along with or in connection with this Application Form to the person collecting my/our Application Form. I/We shall not hold its employees/representatives/agents/service providers liable for any such payment made by us to the person collecting this Application Form.
17. I/We, would like to know through telephonic calls, or SMS or Whatsapp on my mobile number mentioned in the Application Form as well as in this undertaking, or through any other communication mode, transactional information, various Credit Facility offer schemes or Credit Facility promotional schemes or any other promotional schemes which may be provided by RCPL and/or Greenizon Agritech Consultancy Pvt. Ltd. (Jai Kisan) and hereby authorize RCPL and/or Greenizon Agritech Consultancy Pvt. Ltd. (Jai Kisan) and their employee, agent, associate to do so. I/We confirm that laws in relation to the unsolicited communication referred in "National Do Not Call Registry "(the "NDNC Registry") as laid down by TELECOM REGULATORY AUTHORITY OF INDIA will not be applicable for such communication/calls/SMSs received from RCPL and/or Greenizon Agritech Consultancy Pvt. Ltd. (Jai Kisan) or its employees, agents and associates. I/We acknowledge that Greenizon Agritech Consultancy Pvt Ltd. and RCPL are independent of each other and I/we will not have any claim against RCPL for any Credit Facility or other facility arranged by Greenizon Agritech Consultancy Pvt Ltd. which is not sanctioned/ disbursed by RCPL.
18. I/We acknowledge that RCPL does not in any manner make any representation, promise, statement or endorsement in respect of any other product of services which may be provided by RCPL or Greenizon Agritech Consultancy Pvt Ltd. and will not be responsible or liable in any manner whatsoever for the same. I understand that RCPL is a LENDER registered with RBI would be lending in the required Credit Facility.
19. I/We do hereby expressly and irrevocably authorize RCPL /Greenizon Agritech Consultancy Pvt. Ltd. (Jai Kisan) to collect, store, share, obtain any aspect of my personal information / KYC either directly or through any of the authorized agencies and disclose such information to its agents/contractors/service providers and to also use such information in the manner that may be required by RCPL/ Greenizon Agritech Consultancy Pvt. Ltd. (Jai Kisan) including for the purposes of this Facility and for purposes of its business and for such time period as they may deem fit. In this regard, I/we expressly and irrevocably authorize RCPL and Greenizon Agritech Consultancy Pvt Ltd. to collect, use, verify and authenticate my / our personal identity information / KYC in any manner without any notice to me /us.
20. I/We confirm that we have read/been explained and understood accepted the general terms and conditions in English/my/our mother tongue (as case may be) for the grant of the Facility. I/we also understand that the General Terms and Conditions shall be deemed to be applicable to any drawdown granted by RCPL pursuant to this Application Form.
21. I/We confirm that RCPL shall be entitled to take such legal action as it may deem fit, upon occurrence of any of the Events of Default as set out and agreed by me/us in the below mentioned General Terms and Conditions of Credit Facility
22. Capitalized terms used in this Application Form but not defined shall have the meaning ascribed to it in the General Terms and Conditions set out in Schedule - I above.

**NOTES**

Charges & deductions applicable to this Credit Facility have been explained to me/us. I/we confirm the receipt of General Terms & Conditions governing this Credit Facility, which have been signed by me/us in acceptance and a copy of which has been provided to me/us and confirm that the Facility granted by on above terms will also be governed by aforesaid General Terms and Conditions and my Credit Facility Application:

|  |  |
| --- | --- |
| Borrower’s Name | {% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %}{% if is\_co\_borrower\_available %}{% for i in co\_borrower %} |
| Co-borrower’s Name | {% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.company }}{% endif %}{% endfor %}{% endif %}{% if is\_guarantor\_available %}{% for i in guarantor %} |
| Guarantor’s Name | {% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.company }}{% endif %}{% endfor %}{% endif %} |

{% if e\_stamp\_DCUCA %}

{{ e\_stamp\_DCUCA }}

{% else %}

{% endif %}

Place: {{ execution\_place }}

Date: {{ format\_date(agreement\_date, format='dd/MM/yyyy') }}

**DECLARATIONS CUM UNDERTAKINGS CUM AUTHORITY**

IN CONSIDERATION OF RATNAAFIN CAPITAL PRIVATE LIMITED, (the “**Lender**”) providing or agreeing to provide the **{{ loan\_facility\_type }}** to me/us on the terms and conditions contained in the Loan Agreement dated **{{ format\_date(agreement\_date, format='dd/MM/yyyy') }}** and other Loan Documents,

{%- if company\_type\_of\_borrower == ‘Individual’ %}

I/We, **{% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %}** residing at **{{ borrower.address }}** (hereinafter referred to as “the Borrower”,)

{%- elif company\_type\_of\_borrower == ‘Proprietorship Firm’ %}**{% if is\_co\_borrower\_available %}{% if co\_borrower\_as\_proprietor %}{% for i in co\_borrower %}{% if loop.index == 1 and i.constitution == “Individual” %}**

**{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}** carrying on business as sole proprietor / proprietress of **{% if company\_type\_of\_borrower == “Individual” %} {{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %}** (hereinafter referred to as “the Borrower”,)**{% endif %}{% endfor %}{% endif %}{% endif %}{% if is\_guarantor\_available %}{% if not is\_co\_borrower\_available or not co\_borrower\_as\_proprietor %}{% if guarantor\_as\_proprietor %}{% for i in guarantor %}{% if loop.index == 1 and i.constitution == “Individual” %}**

**{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}** carrying on business as sole proprietor / proprietress of **{% if company\_type\_of\_borrower == “Individual” %} {{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %}** (hereinafter referred to as “the Borrower”,)**{% endif %} {% endfor %}{% endif %}{% endif %}{% endif %}**

{%- elif company\_type\_of\_borrower == ‘Partnership Firm’ %}

**{% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %}** a partnership concern established under the Indian Partnership Act, 1932 and having its office at **{{ borrower.reg\_address }}** (“the Borrower”)by sanctioning **{{ loan\_facility\_type }}** to **{% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %}** on terms and conditions that may be settled between you and the said **{% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %}**, at any time or from time to time without reference to us we, **(1) {% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last** }}**{% else %}{{ borrower\_company }}{% endif %}, {{ all\_partners }}** hereby agree with and guarantee to you the due payment and discharge on demand of all amounts due and payable to you by **{% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %}** (hereinafter called The "Borrower")

{%- elif company\_type\_of\_borrower == ‘Limited Liability Partnership (LLP)’ %}

**{% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %},** a limited liability partnership firm registered under Limited Liability Partnership Act, 2008, having LLPIN **{{ llpin }}** and having its Registered Office at **{{ borrower.reg\_address }}** {% if all\_partners != ‘’ %}through its authorized/designated partners of {% endif %}**{{ all\_partners }}** hereinafter referred to as “the Borrower”

{%- elif company\_type\_of\_borrower == ‘Public Limited Company’ or company\_type\_of\_borrower == ‘Private Limited Company’ %}

**{% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %},** a Private/Public Limited Company incorporated under the Companies Act, 1956 (1 of 1956) and now governed by the Companies Act, 2013, having its CIN No. **{{ cin }}**, and having its registered office at **{{ borrower.reg\_address }}** hereinafter referred to as “the Borrower”.

{%- elif company\_type\_of\_borrower == “Hindu Undivided Family” %}**{% if is\_co\_borrower\_available %} {% if karta %}{% for i in co\_borrower %} {% if loop.index == 1 and i.constitution == “Individual” %}**

**{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}**, an adult Indian Citizen and Indian Resident, residing at **{{ i.address }}** in his capacity as Karta of **{% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last** }}**{% else %}{{ borrower\_company }}{% endif %}** and representing all the coparceners viz.**{{ copercener\_names }}**, all constituting a joint Hindu Undivided family (HUF) (hereinafter referred to as "Borrower", which expression shall, unless it be repugnant to or inconsistent with the subject or context, mean and include all persons being from time to time the coparceners of the HUF and their respective heirs, executors, administrators and permitted assigns.

**{% endif %} {% endfor %}{% endif %}{% endif %}{% if is\_guarantor\_available %} {% if not is\_co\_borrower\_available or not karta %} {% if guarantor\_karta %} {% for i in guarantor %} {% if loop.index == 1 and i.constitution == “Individual” %}**

**{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}**, an adult Indian Citizen and Indian Resident, residing at **{{ i.address }}** in his capacity as Karta of **{% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last** }}**{% else %}{{ borrower\_company }}{% endif %}** and representing all the coparceners viz.**{{ copercener\_names }}**, all constituting a joint Hindu Undivided family (HUF) (hereinafter referred to as "Borrower", which expression shall, unless it be repugnant to or inconsistent with the subject or context, mean and include all persons being from time to time the coparceners of the HUF and their respective heirs, executors, administrators and permitted assigns.

**{% endif %} {% endfor %}{% endif %}{% endif %}{% endif %}**

{%- endif %}

{% if is\_guarantor\_available or is\_co\_borrower\_available %}

**AND**

**{% if is\_guarantor\_available %}{% for i in guarantor %}**

* + 1. **{% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.company }}{% endif %}**

**{% endfor %}{% endif %}{% if is\_co\_borrower\_available %}{% for i in co\_borrower %}**

* + 1. **{% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.company }}{% endif %}**

**{% endfor %}{% endif %}**

**(**Hereinafter referred to as “the {% if is\_guarantor\_available %}**Guarantors**{% endif %}{% if is\_co\_borrower\_available %}{% if is\_guarantor\_available %}**/**{% endif %}**Co-borrowers”**{% endif %}**)**{% endif %} Hereby jointly and severally, agree, undertake, authorize, assure and affirm as follows:

1. I/We agree and undertake that for the credit facilities granted to the Borrowers and/or availed by the Borrowers, the Lender will be entitled/authorized/permitted to charge and/or deduct/debit/recover from my/our Accounts such sum or sums of money as the Lender may stipulate, incur or bear by way of guarantee fee, document verification fees, or any other levy or charge payable by the Borrower to the Lender for availing finance, including for verification of security documents by the Lender’s advocate/s and other such fees as payable by the Borrower to the Lender in respect of facilities extended to the Borrower.
2. I/We further agree, authorize, assure and confirm that in the event of any default committed by me/us in compliance of the terms and conditions or any of them stipulated by the Lender from time to time, the Lender shall be entitled, permitted and authorized to charge without any intimation to us additional or penal rate of interest or further interest at such rate and in accordance with such rules/regulation of the Lender and/or such rules or regulations or stipulations/directives/guidelines of the Reserve Bank of India on the amount due and payable by me/us to the Lender in respect of the credit facilities/financial accommodation extended to the Borrower by the Lender.
3. I/We further agree, authorize, assure and confirm that in the event of the Lender obtaining any insurance cover or cover for financial risk from an insurance company/ies or any other institution/firm/Body Corporate or otherwise in consideration of the dues payable by me/us for the facilities extended to my/our Account/s without any further formalities and intimation by the Lender of having obtained such insurance, or financial risk cover and such letter informing about the Lender having taken such insurance cover, etc, would be sufficient proof thereof enabling the Lender to recover and/or charge the same to my/our accounts/s.
4. I/We further agree, authorize, assure and confirm that the Lender shall be entitled to charge additional, penal or further interest at the rate as may be decided by the Lender for the adhoc facility/facilities agreed to be extended/may be extended by the Lender to me/us and such additional interest may be continued to be charged to me/us by the Lender as long as I/We avail such adhoc facility and/or earlier, as may be decided by the Lender from time to time.
5. I/We further agree, assure and undertake that in the event of Lender requiring any information for processing/review of my/our account including furnishing of statements of stocks/Balance Sheet (audited or otherwise) statement of other particulars may be required by the Lender within the stipulated period or at the time of processing/review of my/our account and if for any reason, whatsoever, I am/we are unable to furnish the same within a week or such other reasonable time as the Lender may, upon specific request by me/us, agree to, in writing, then the Lender shall be entitled to charge to my/our account and/or claim additional interest at the rate of **{{ loan\_penal\_interest\_per\_annum }}%** P.A notwithstanding technical review of my/our account as may be otherwise carried out by the Lender in the absence of such information, submission as required by the Lender.
6. In case if the information about legal heirs is incomplete/ inadequate / not provided, I/We, the undersigned, hereby irrevocably and unconditionally agree, declare, undertake, assure, and confirm that the legal heirs, as mandated under the relevant applicable laws of India, represent the comprehensive enumeration of all my/our legal heirs, both known and unknown, at the time of executing this agreement. I hereby provide my irrevocable and unconditional consent to the Lender, its successors, and assigns, to pursue any and all legal remedies for the recovery of any outstanding obligations, including but not limited to, the repayment of loans, accrued interest, fees, and charges, from any and all of my/our legal heirs, including those who may come into existence after the execution of this agreement, in the event of my/our demise or the demise of any and all of us during the existence or pendency of credit facilities extended by the Lender to the Borrower. Furthermore, I acknowledge that this consent shall remain in full force and effect throughout the entire term of any credit facility and beyond, until all outstanding obligations to the Lender have been fully discharged and satisfied. I also undertake to promptly notify the Lender of any changes in the composition of my/our legal heirs, including additions or alterations.
7. I/We further agree, undertake, and assure that I/We shall promptly inform you in writing of any change in the above particulars of my/our legal heirs that may be occasioned by birth, death, marriage, etc., and/or, on account of any amendment/change in the general statutes/laws of the country.
8. I/We hereby declare further that the particulars of legal heirs, assets, etc., furnished by me/us as above are correct and complete, and that we are fully aware that the Lender will be granting credit/other facility to the Borrowers *inter-alia* on the faith of this Undertaking-cum-Declaration-cum-authority.
9. I/We also agree, undertake and assure that charging or non-charging of additional/penal interest in terms aforesaid shall not in way be construed as waiver satisfaction of any of the terms and conditions stipulated by the Lender for compliance in terms of this undertaking or otherwise howsoever.
10. I/We (for Borrower/s) do hereby unconditionally and irrevocably agree as a condition of such loan/advances extended to the Borrower by the Lender that in case I/we commit default in the repayment of such loan/advances of in the repayment of interest thereon or any of the agreed installment of the loan on due date/the Lender and/or the Reserve Bank of India will have an unqualified right to disclose or publish my/our name or the name of the our company/firm/unit and/or its directors/partners/proprietors as defaulter/s in such manner and through such medium as the Lender or Reserve Bank of India in their absolute discretion may think fit.
11. I/We further understand that as a pre-condition, relating to grant of the loans/advances/ credit facilities to the Borrowers, the Lender, requires my/our consent for the disclosure by the Lender of, information and data relating to me/us, of the credit facility availed of/to be availed, obligations assumed/to be assumed, by me/us, in relation thereto and default, if any, committed by me/us, in discharge thereof.

Accordingly, I/We, hereby agree and give consent of the disclosure by the Lender of all or any such:

1. Information and data relating to me/us.
2. The information or data relating to any credit facility availed of/to be availed, by me/ us, and
3. Default, if any, committed by me/us, in discharge of my/our such obligation, as the Lender may deem appropriate and necessary to disclose and furnish to any agency authorized by RBI.

I/We declare that the information and data furnished by me/us to the Lender are true and correct.

1. Further, in consideration of the Lender agreeing to grant the **{{ loan\_facility\_type }}** and in consideration of the Lender at our request continuing and having continued the above-mentioned facilities, I/we, agree, confirm and undertake:
2. Not to allow promoters to disinvest / transfer their share holding without the consent of the Lender.
3. To execute proper documents for each type of facility as detailed in the sanction and registration of charges with the Registrar of Companies, wherever necessary, within the stipulated time, before disbursement / release of the sanctioned facilities.
4. To allow Lender to charge penal interest **{{ loan\_penal\_interest }}**% P.M above the rate applicable to loan Account on the entire outstanding in **{{ loan\_facility\_type }}** facilities under the following circumstances:

* Default in repayment of loan installments
* Default in borrowing covenants.

1. That all the moneys advanced or to be advanced by the Lender under the facilities mentioned herein above shall be utilized exclusively for the purpose set-forth in our proposal and for no other purpose and if the said loan/advance is utilized or attempted to be utilized for any other purpose or if the Lender apprehends or has reasons to believe that the said loan/advance is being utilized for any other purpose, the Lender shall have the right to forthwith recall the entire or any part of the loan/advance without assigning any reason thereof.
2. That notwithstanding anything to the contrary contained in any of the documents/ agreements executed/to be executed by us as also in the Letter of Sanction by the Lender, the Lender shall be entitled to charge the contractual rate of interest at its own discretion without any intimation to us to bring it in conformity with the rate of interest prescribed by the Reserve Bank of India or any other eventuality such as reintroduction of Interest Tax, etc. from time to time and the same shall be binding on us as if such change were already incorporated in the documents executed by us.
3. That in the event of any irregularity, the Lender at its discretion shall be entitled to charge on the entire outstanding or any portion thereof interest at such enhanced rates as it may fix during the continuance of such irregularity. We understand that it is on the faith of the aforesaid representations and express undertakings that the Lender has consented to entertain our proposal for the said facilities.
4. I/we undertake that:
5. The Credit Information Bureau (India) Ltd. and any other agency so authorized may use, process the said information and data disclosed by the Lender in the manner as deemed fit by them and;
6. The Credit Information Bureau (India) Ltd. and other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to Lenders/Financial Institutions and other credit grantors or registered users, as may be specified by the Reserve Bank of India in this behalf.
7. I/We certify that (i) all information furnished by me/us is true, (ii) except as indicated in this application that there is no over dues/statutory dues against me/us, (iii) except as indicated in this application that no legal action has been/is being taken against me/us and (iv) I/We shall furnish the details of legal action/s or recovery process, if any, initiated against me/us in future by any person/body/authority/together with the details of the liability/claim therein and the action/s taken by me/us to defend/counter the same forthwith on my/our coming to know of such litigations (v) I/We shall furnish all other information that may be required by you in connection with the credit facilities (vi) my information may also be exchanged by you with any agency you may deem fit and you, your representatives, representatives of the Reserve Bank of India or any other agency.
8. I/We, the Borrower/s, hereby declare, state and confirm as under:-
9. There is no litigation, suit, recovery proceedings/execution application or any other coercive action or process issued, undertaken or adjudication or pending against us in any judicial forum/court of law/DRT/any tribunal/Revenue or other Recovery Authorities in respect of any loan, borrowing or advance availed by me/us from any Lender/FI/Co-operative Society/NBFC or any other private/government/semi government or public sector undertaking or institution. In case any such litigation/action or process is issued/field of undertaken against us in future we shall immediately arrange to intimate/furnish (i) details /particulars thereof in writing to the Lender/Branch and (ii) the details of action/s initiated/taken by me/us to counter/defend the same appropriately.
10. There is litigation /insolvency proceedings/dispute/claim/coercive process /execution petition, presently pending/adjudicated though not finally, earlier against me/us the details whereof are as under:
11. We further agree that it is on the faith of the above declaration/ undertaking that the Lender has granted/ sanctioned or proposes to sanction to the Borrower the proposed/ present/reviewed loan/ advance facility(ies) and in case the above is found incomplete, in correct or false, then the Lender shall have the right to recall the advance /loan account and take/initiate any or all actions against me/us including civil or criminal action or proceedings and to enforce its rights in court of competent jurisdiction under any rules /regulations, act/s or law/s in force.

IN WITNESS WHEREOF the Borrower & Guarantors set and subscribed their respective hands to these presents on the day and year first hereinabove written.

SIGNED & DELIVERED BY THE WITHIN NAMED

**[1] {% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %}**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**{% if is\_co\_borrower\_available %}{% for i in co\_borrower %}**

**[{{ 1+** loop.index }}**] {% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.company }}{% endif %}**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_{% endfor %}{% endif %}{% if is\_guarantor\_available and is\_co\_borrower\_available %}**{% for i in guarantor %}**

**[{{ 1 + co\_borrower.target\_number + loop.index }}] {% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.company }}{% endif %}**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ {% endfor %}{% elif is\_guarantor\_available and **not is\_co\_borrower\_available** %}**{% for i in guarantor %}**

**[{{ 1 + loop.index }}] {% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.company }}{% endif %}**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_{% endfor %}{% endif %}**

**DEMAND PROMISSORY NOTE**

Place: {{ execution\_place }}

Date: {{ format\_date(agreement\_date, format='dd/MM/yyyy') }}

ON DEMAND, I/We **(1) {% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %}**, **{% if is\_co\_borrower\_available %}{% for i in co\_borrower %}({{loop.index+1}}) {% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}, {% else %}{{ i.company }}, {% endif %} {% endfor %}{% endif %}{% if is\_guarantor\_available and is\_co\_borrower\_available %}{% for i in guarantor %}({{co\_borrower.target\_number + loop.index+1}}){% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}, {% else %}{{ i.company }}, {% endif %} {% endfor %}{% elif is\_guarantor\_available and not is\_co\_borrower\_available %}{% for i in guarantor %}({{ loop.index+1}}){% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}, {% else %}{{ i.company }}, {% endif %} {% endfor %} {% endif %}**.

**{% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}**, residing at**{% else %}{{ borrower\_company }}**, a company/firm having its registered office at{% endif %} {% if company\_type\_of\_borrower == “Individual” %}**{{ borrower.address }}**{% else %}**{{ borrower.reg\_address }}**{% endif %}.

**(Hereinafter referred to as “Borrowers”{% if is\_co\_borrower\_available %}/”Co-Borrowers”{% endif %}{% if is\_guarantor\_available %}/”Guarantors”{% endif %}** which term shall, unless repugnant to the context be deemed to include in case of (a) an individual, my/ our heirs, legal representatives, executors, administrators and permitted assigns, (b) a proprietorship firm, the proprietor(ess) (both in my/our personal capacity and as proprietor(ess) of the concern) and my/our heirs, legal representatives, executors, administrators, permitted assigns and successors of the concern, (c) a company, its successors and permitted assigns, (d) a limited liability partnership, its successors and permitted assigns, (e) a partnership firm, any or each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives , executors, administrators, permitted assigns and successors of the firm) *jointly and severally* promise to pay to **RATNAAFIN CAPITAL PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 2013, having its registered office at 201-205, Shilp Aperia, Near Ashok Vatika, Bopal -Ambli Road, Ahmedabad, Gujarat - 380054 (hereinafter referred to as the **“Lender”**, which expression shall, unless repugnant to the context, include its successors and assigns) the sum of **Rs. {{ loan\_amount }}(Rupees {{ loan\_amount\_in\_words | title }} only)** and with rate of interest at **{{ loan\_interest\_rate }}%** P.A. and/or such other rate as RCPL may fix from time to time for value received (to be paid monthly and to be calculated on the basis of 365 (three hundred and sixty five days)) and other amounts payable to the Lender in terms of the loan agreement dated **{{ format\_date(agreement\_date, format='dd/MM/yyyy') }}**, executed by and amongst the Borrowers and the Lender.

Presentment for payment, notice of non-payment and noting and protest of the note are hereby unconditionally and irrevocably waived.

|  |  |  |
| --- | --- | --- |
|  | Borrower’s Name: {% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %}   |  | | --- | | Rs.1 Revenue Stamp to be affixed |   Borrower’s Signature:{% if is\_co\_borrower\_available %}{% for i in co\_borrower %} |
|  | Co-borrower’s Name: {% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.company }}{% endif %}   |  | | --- | | Rs.1 Revenue Stamp to be affixed |   Co-borrower’s Signature:{% endfor %}{% endif %}{% if is\_guarantor\_available %}{% for i in guarantor %} |
|  | Guarantor’s Name: {% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.company }}{% endif %}   |  | | --- | | Rs.1 Revenue Stamp to be affixed |   Guarantor’s Signature:{% endfor %}{% endif %} |

**LETTER OF CONTINUITY FOR DEMAND PROMISSORY NOTE**

Place: {{ execution\_place }}

Date: {{ format\_date(agreement\_date, format='dd/MM/yyyy') }}

To,

**Ratnaafin Capital Private Limited**

201-205, Shilp Aperia,

Near Ashok Vatika,

Bopal-Ambli Road,

Ahmedabad, Gujarat – 380054

Dear Sirs,

I/ We **(1) {% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %}**;

**{% if is\_co\_borrower\_available %}{% for i in co\_borrower %}({{loop.index+1}}) {% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}, {% else %}{{ i.company }}, {% endif %} {% endfor %}{% endif %}{% if is\_guarantor\_available and is\_co\_borrower\_available %}{% for i in guarantor %}({{co\_borrower.target\_number + loop.index+1}}){% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}, {% else %}{{ i.company }}, {% endif %} {% endfor %}{% elif is\_guarantor\_available and not is\_co\_borrower\_available %}{% for i in guarantor %}({{ loop.index+1}}){% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}, {% else %}{{ i.company }}, {% endif %} {% endfor %} {% endif %}**

**{% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}**, residing at**{% else %}{{ borrower\_company }}{% endif %}**, a company/firm having its registered office at {% if company\_type\_of\_borrower == “Individual” %}**{{ borrower.address }}**{% else %}**{{ borrower.reg\_address }}**{% endif %}.

(Hereinafter referred to as “**Borrowers**”**{% if is\_co\_borrower\_available %}/”Co-Borrowers”{% endif %}{% if is\_guarantor\_available %}/”Guarantors”{% endif %}** which term shall, unless repugnant to the context be deemed to include in case (a) an individual, his/her heirs, legal representatives, executors, administrators and permitted assigns, (b) a proprietorship firm, the proprietor(ess) (both in my/our personal capacity and as proprietor(ess) of the concern) and his/her heirs, legal representatives, executors, administrators, permitted assigns and successors of the concern, (c) a company, its successors and permitted assigns, (d) a limited liability partnership, its successors and permitted assigns, (e) a partnership firm, any or each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors, administrators, permitted assigns and successors of the firm) have executed a Demand Promissory Note for **Rs. {{ loan\_amount }}/- (Rupees {{ loan\_amount\_in\_words | title }} only)** and with rate of interest at **{{ loan\_interest\_rate }}%** P.A. and/or such other rate as RCPL may fix from time to time for value received, dated **{{ format\_date(agreement\_date, format='dd/MM/yyyy') }}** duly signed and delivered by me/us to you, as security for the repayment of all amounts due and/or payable by us under the loan agreement dated **{{ format\_date(agreement\_date, format='dd/MM/yyyy') }}**, and/or any amendment(s)/addendum(s) thereto (“**Loan Agreement**”).

We hereby irrevocably and unconditionally, agree, confirm and undertake that the said Demand Promissory Note shall operate as a continuing security to you to be enforceable for the repayment of the ultimate balance and/or all sums remaining unpaid under the Loan Agreement now or hereafter, including all interest to become payable under the Loan Agreement, and also all monies lent, advanced, paid or incurred in respect of/under the Loan Agreement or which may in future be advanced or incurred together with interest, discount, commission and other charges and all other costs, charges and expenses which may be or become payable in connection therewith.

Thanking you,

|  |  |
| --- | --- |
|  | Borrower’s Name: {% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %}  Borrower’s Signature:{% if is\_co\_borrower\_available %}{% for i in co\_borrower %} |
|  | Co-borrower’s Name: {% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.company }}{% endif %}  Co-borrower’s Signature:{% endfor %}{% endif %}{% if is\_guarantor\_available %}{% for i in guarantor %} |
|  | Guarantor’s Name: {% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.company }}{% endif %}  Guarantor’s Signature:{% endfor %}{% endif %} |

{% if is\_guarantor\_available %}{% if e\_stamp\_DOG %}

{{ e\_stamp\_DOG }}

{% else %}

**{% endif %}**

**DEED OF GUARANTEE**

This Deed of Guarantee (“**Deed**” or “**Guarantee**”) is executed is made at the place and on the date as set out in the Schedule.

**BY**

Guarantor(s), whose name(s), address(es) and other details are mentioned in Schedule (hereinafter referred to as the “**Guarantor**”)

The expression **“Guarantor”**  unless it be repugnant to the context or meaning thereof, shall mean and include, if the Guarantor is a: (a) company within the meaning of the Companies Act, 1956 / Companies Act, 2013 or an LLP incorporated under the Limited Liability Partnership Act, 2008, its successors and permitted assigns; (b) a partnership firm for the purposes of the Indian Partnership Act, 1932, the partners for the time being and from time to time and their respective legal heirs, executors and administrators; (c) a sole proprietorship, the sole proprietor and his / her legal heirs, administrators and executors; and (d) an individual, his / her legal heirs, administrators and executors.

**IN favor OF**

**RATNAAFIN CAPITAL PRIVATE LIMITED** a company incorporated under the Companies Act, 2013, having its CIN No. U65929GJ2018PTC105279, and having its Registered Office at 201, 202, Shilp Aperia, Near Landmark Hotel, Iscon Ambli Road, Ahmedabad – 380052 (hereinafter called the “**Lender**” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its executors, successors and assigns).

(The Guarantor and the Lender are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”).

WHEREAS:

1. Pursuant to the loan agreement executed between the Borrower(s) (more particularly mentioned in Schedule hereunder) and the Lender for the Loan more particularly mentioned in Schedule and/or any amendment(s)/ addendum(s) thereto (“**Loan Agreement**”) and at the request of the Guarantor, the Lender has agreed to lend and advance / lent and advanced the Loan to the Borrower(s) and the Borrower(s) has/have agreed to borrow / have borrowed the Loan from the Lender on the terms and conditions contained in the Loan Agreement and other Loan Documents.
2. One of the conditions of the Lender having agreed to grant/ granted the said Loan to the Borrower(s), was that the Guarantor shall execute, in favor of the Lender, an unconditional and irrevocable continuing guarantee to secure the repayment of the Outstanding Dues and the performance by the Borrower(s) of all other present and future obligations and liabilities in relation to the Loan.
3. The Guarantor, in consideration of the Lender extending the Loan to the Borrower(s) pursuant to the Loan Agreement, have agreed to give this unconditional and irrevocable Guarantee in favor of the Lender as appearing hereinafter.

**IT IS THEREFORE AGREED AS FOLLOWS:**

1. Terms defined in the Loan Agreement shall, unless otherwise defined in this Deed, bear the same meaning when used in this Guarantee. The rules of interpretation contained in the Loan Agreement shall apply to the construction of this Guarantee, unless the context requires otherwise.

1. For good and valuable consideration being the Lender providing the Loan to the Borrower(s) under the terms of the Loan Agreement, the receipt and sufficiency of which is hereby acknowledged, the We hereby irrevocably and unconditionally:
   * 1. Guarantees to the Lender punctual performance by the Borrower(s) of all the Borrower’s obligations under the Loan Documents including due and punctual repayment by the Borrower(s) of all the Outstanding Dues;
     2. Undertakes that in the event of the Borrower(s) fails to perform any of its obligations under the Loan Documents, the Guarantor(s) shall, on first demand by the Lender (such notice to be conclusive proof of the default) and without any demur, contest or delay, shall pay to the Lender the Guarantee Amount as stipulated in Schedule of this Deed (the “**Guarantee Amount**”) and in addition thereto shall also pay all interest, additional/penal interest(s), delayed payment charges, costs, charges, expenses payable by the Borrower(s) to the Lender under the Loan Documents or any part thereof.
     3. undertakes with the Lender that whenever the Borrower(s) do/does not pay any amount when due and/or payable under or in connection with the Loan Documents and/or does not comply with the terms and conditions of the Loan Documents, the Guarantor, without making any delay or demur, shall, within three (3) days of demand by the Lender, pay that amount to the Lender as if it were the principal obligor;
     4. as a primary obligation, indemnifies the Lender immediately on demand against any cost, loss or liability suffered by the Lender if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which the Lender would otherwise have been entitled to recover; and
     5. accepts and acknowledges that the obligations hereunder are joint and several and independent of the obligations of the Borrower(s) and a separate action or actions may be brought against the Guarantor alone or jointly with the Borrower(s) and other guarantors.
2. The Guarantors herby agrees and acknowledges that this guarantee shall be unconditional and irrevocable and shall extend/ cover/ secure the due observance and performance of the Loan Documents. The Guarantor(s) hereby irrevocably and unconditionally agree that this guarantee shall extend to the ultimate balance of sums payable by the Borrower(s) under the Loan Documents.
3. This Deed shall be enforceable against the Guarantor(s) notwithstanding that any security created in favor of the Lender shall, at the time when the proceedings are taken against the Guarantor on this Guarantee, be outstanding or unrealized or lost. This Deed is in addition to and without prejudice to any other guarantee or security now or subsequently held by the Lender.
4. The Lenders shall have the sole discretion to make disbursement(s) and/or interim disbursement(s) to the Borrower from out of the total sanctioned Loan amount, at such time, on such conditions and in such manner as the Lenders may decide.
5. The Guarantor shall indemnify and keep the Lenders indemnified against all losses, damages, costs, claims and expenses whatsoever which the Lenders may suffer, pay or incur by reason of or in connection with any such default on the part of the Borrower including legal proceedings taken against the Borrower and/or the Guarantor for recovery of the entire Guarantee Amounts referred to in the Schedule of this Deed.
6. The Guarantors agree and understand that the Guarantors shall not be entitled to delay the payment of the Guarantee Amount for any reason whatsoever or raise any controversy, question or dispute which may arise between the Lender and Borrower(s) as regard to the terms and conditions of the Loan Agreement or the liability and/or payment of the amounts due thereunder.
7. The Guarantor(s) hereby agree that, without the concurrence of the Guarantor(s), the Lender shall be at liberty to vary, alter or modify the terms and conditions of the Loan Agreement and/or the other Loan Documents and in particular to defer, postpone or revise the repayment of the Loan and/or payment of interest and other moneys payable by the Borrower(s) to the Lender on such terms and conditions as may be considered necessary by the Lender including any increase in the rate of interest. The Lender shall also be at liberty to absolutely dispense with or release all or any of the security/ securities furnished or required to be furnished by the Borrower(s) to the Lender to secure the Loan. The Guarantor agrees that the liability under this Deed shall, in no manner be affected by any such variations, alterations, modifications, waiver, dispensation with or release of security, and that no further consent of the Guarantor(s) is required for giving effect to such variation alteration, modification, waiver, dispensation with, or release of security.
8. The Guarantor expressly waives all their rights including but not limited to any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Guarantor under this Deed. This waiver applies irrespective of any law or any provision of a Loan Documents to the contrary.
9. The rights and remedies of the Lender under this Deed shall be cumulative, in addition to and independent of every other guarantee or security which the Lender may at any time hold for the obligations of the Borrower(s) under the Loan Documents or any rights, powers and remedies provided by law. To give effect to this Guarantee, the Lender may act as though the Guarantor were the principal debtors to the Lender.
10. This Deed shall remain in full force and effect as a continuing guarantee unless and until such time as all amounts due to the Lender by the Borrower(s) and all amounts due hereunder have been completely and duly paid to the Lender to the complete and absolute satisfaction of the Lender and the Lender has in writing discharged the Borrower(s); however, if the obligations of the Guarantor under this Deed cease to be continuing for any reason, the liability of the Guarantor at the date of such cessation shall remain, regardless of any subsequent increase or reduction in the obligations of the Borrower(s) under the Loan Documents. The Guarantors hereby agree and undertake that this guarantee is irrevocable and cannot be revoked by them under any circumstance.
11. If the Guarantors have or shall hereafter take any security from the Borrower(s) in respect of their liability under this Deed, the Guarantors shall not enforce the same in the bankruptcy or insolvency of the Borrower(s) in respect thereof to the prejudice of the Lender and such security shall stand as a security for the Lender and shall forthwith be deposited with the Lender, in case of liability of the Borrower(s) to the Lender remaining unpaid.
12. Without prejudice to any other right or remedy to the Lender, so long as any money remains owing hereunder, the Lender shall have a first and paramount lien and the right of set-off on all the Guarantors moneys standing to their credit in any account whatsoever with the Lender and/or any of its group companies and/or subsidiaries and/or affiliates and/or holding company/s etc. or to proceed against and recover from any of Guarantor’s property or security lying with the Lender and/or any of its group companies and/or subsidiaries and/or affiliates and/or holding company/s etc. in relation hereto or any other transaction notwithstanding any restrictive provision thereunder with respect to right of enforcement, any amounts due and payable by the Guarantors to the Lender pursuant hereto. In case of default in payment by the Guarantor, on first demand by the Lender, of the sum due and payable hereunder, the Lender shall be entitled and have the authority, without any further notice to the Guarantors, to adjust and/or appropriate the credit balance in such account or any other monies coming to the hands of the Lender and/or any of its group companies and/or subsidiaries and/or affiliates and/or holding company/s etc. towards liquidation of the sum due and payable by the Guarantors hereunder.
13. The Guarantors further undertake that this Deed shall be binding upon the Guarantors executors, administrators and assigns and shall not be affected by any change in constitution of the Guarantors or the Lenders or the Borrower(s) constitution or by reason of the winding up, merger or amalgamation of the Borrower(s) or the Lender or the Guarantors with any other company, firm, corporation or concern.
14. The rights of the Lender against each of the Guarantor shall remain in full force and effect notwithstanding any arrangement which may be reached between the Lender and the other guarantor(s), if any, or notwithstanding the release of that other or others from liability and notwithstanding that any time hereafter the other guarantor(s) may cease for any reason whatsoever to be liable to the Lender, the Lender shall be at liberty to require performance by the Guarantor of their obligations hereunder to the same extent in all respects as if the Guarantor had at all times been solely liable to perform the said obligations.
15. The Lenders shall have full liberty, without notice to the Guarantor and without in any way affecting this Guarantee, to exercise at any time and in any manner any power or powers reserved to the Lenders under the Loan Agreement, to enforce or forbear to enforce payment of the Loan or any part thereof or interest or other moneys due to the Lenders from the Borrower or any of the remedies or securities available to the Lenders, to enter into any composition or compound with or to grant time or any other indulgence or Loan to the Borrower and the Guarantor shall not be released by act of Lenders exercising their liberty in regard to the matters referred to above or by any act or omission on the part of the Lenders or by any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Guarantor. The Guarantor hereby waive in favor of the Lender so far as may be necessary to give effect to any of the provisions of this Guarantee, all the suretyship and other rights which the Guarantor might otherwise be entitled to enforce.
16. This Deed shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Lenders by the Borrower and shall be valid and binding on the Guarantor and operative until repayment in full of all moneys due to the Lenders under the Loan Agreement.
17. This Deed shall be irrevocable and the obligations of the Guarantor hereunder shall not be conditional on the receipt of any prior notice by the Guarantor or by the Borrower and the demand or notice by the Lenders shall be sufficient notice to or demand on the Guarantor.
18. The Guarantor agrees, at the request of the Lender, to sign, seal, execute and deliver any deed or other documents that may be necessary or required by the Lender, in connection with the Guarantors liability hereunder or the enforcement thereof.
19. The absence or infirmity of borrowing powers on the part of the Borrower(s) or any irregularity in the exercise thereof shall not affect the Guarantor’s liability and any moneys advanced/lent to the Borrower(s) by the Lender shall be deemed to be due and owing notwithstanding such absence, infirmity or irregularity. The liability of the Guarantor, under this Deed, shall not be affected by the absence or deficiency of powers on the part of the Guarantor to give guarantees and/or indemnities or any irregularity in the exercise of such powers.
20. The Guarantors hereby declare that the entries in the Lender’s books and other records maintained by the Lender shall be conclusive and evidence of the transactions and their correctness and matters therein appearing and any certificate, statement of account or determination signed by an Officer of the Lender stating the sum due from the Borrower(s) or the Guarantors, in the absence of any manifest clerical or arithmetical error, be conclusive and binding on the Guarantors.
21. Any demand for payment or notice under this Guarantee shall be sufficiently given in writing if sent by registered post, courier, speed post, mail, email to the address provided by the Guarantor in the Schedule of this Deed. Such demand or notice is deemed to be made or given and shall be assumed to have reached the addressee in the course of registered post or any other aforesaid mode, if given by registered post or such other aforesaid mode and no period of limitation shall commence to run in favor of the Guarantor until after demand for payment in writing shall have been made or given as aforesaid. A certificate by any of the responsible officers of the Lenders that to the best of its knowledge and belief, the envelope containing the said notice was so posted shall be conclusive as against the Guarantor, even though it was returned unserved on account of refusal of the Guarantor or otherwise. In case of change in address of Guarantor, the Guarantor shall duly intimate the new address to the Lender in writing within seven days of such change.
22. In the event the Borrower(s) becomes insolvent or the Borrower(s) makes any arrangement or composition with its creditors, the Lender may (notwithstanding any payment made to the Lender by the Guarantor or any other person of the whole or any part of the amount due to the Lender) rank as creditor and prove against the assets of the Borrower(s) for the full amount of Lender’s claims against the Borrower(s) and the Lender may receive and retain the whole of the payments to the exclusion of all the Guarantors rights in competition with Lender until Lender’s claims are fully satisfied. Until all amounts which may be or become payable by the Borrower(s) under or in connection with the Loan Documents have been irrevocably paid in full or unless the Lender otherwise directs, the Guarantor will not exercise any rights which it may have by reason of performance by it of its obligations under the Loan Documents:
    * 1. to be indemnified by, or to receive any collateral from the Borrower(s);
      2. to claim any contribution from any other guarantor of the Borrower(s) obligation under the Loan Documents; and/or
      3. to take benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Loan Documents or of any other guarantee or security taken pursuant to, or in connection with, the Loan Documents by the Lender.
23. The Guarantor hereby severally represents and warrants to the Lender on a continuing basis, and undertakes during the subsistence of this Guarantee that:
    * 1. the Guarantor has the competence, necessary power and authority to execute this Guarantee and perform its obligations as Guarantor under this Guarantee;
      2. the execution, delivery and performance of this Guarantee do not and will not conflict with (a) any agreement binding on him or any of its assets; or (b) any applicable laws, rules, regulations or any official or judicial order applicable to him;
      3. this Guarantee will be legal, valid and binding obligations of the Guarantor and enforceable in accordance with the terms hereof;
      4. neither the Guarantor nor any of its assets enjoy any right of immunity from set-off, suit or execution in respect of its obligations under this Guarantee;
      5. there are no actions, suits, proceedings or investigations pending, or to the knowledge of the Guarantor threatened by or against the Guarantor or the properties of the Guarantor before any court of law or government authority or any other competent authority which might have a material effect on the validity, enforceability or performance of this Guarantee by the Guarantor;
      6. any financial projections provided by the Guarantor have been prepared on the basis of recent information and on the basis of reasonable assumptions;
      7. nothing has occurred or been omitted from any information provided to the Lender and no information has been given or withheld that results in such information being untrue or misleading in any material respect;
      8. all information supplied by the Guarantor under this Guarantee is true, complete and accurate in all material respects as at the date on which it was given and is not misleading in any respect;
      9. the Guarantor has not defaulted in fulfillment of its obligations towards other lenders;
      10. the Guarantor has filed all the tax returns as required by the Applicable Laws to be filed by him and has paid all taxes payable by him;
      11. the Guarantor is not in a breach of any material agreement to which it is a party;
      12. the Guarantor is not in violation of the Prevention of Money Laundering Act, 2002 or any other applicable money laundering laws; and
      13. the Guarantor has not been declared as a wilful defaulter by the RBI.
24. The Guarantor hereby agree and hereby authorize the Lender that
    * 1. the Lender shall be entitled to disclose the credit information and other related/ relevant information of the Guarantor to the Reserve Bank of India, credit information company (e.g. CIBIL and/or other similar entities) credit rating agencies, statutory/ regulatory/ judicial/quasi-judicial authorities/bodies, statutory auditors and other persons pursuant to/in connection with/ under, *inter alia*, any law, regulations, guidelines and/or circulars, legal proceedings, audit, credit rating / gradings, the provisions of the Loan Documents and/or in the ordinary course of the Lender’s business; and
      2. in case the Guarantor commit(s) default in the payment/repayment of the Guarantee Amount (or part thereof) and/or upon occurrence of an Event of Default under the Loan Documents, the Lender, the Reserve Bank of India and/or credit information company will have an unqualified right to disclose or publish the name(s) of the Guarantor and its/their partners or directors as defaulter(s) in such manner and through such medium as the Lender, the Reserve Bank of India and/or the credit information company in their absolute discretion may think fit
25. The Guarantor and Lender agree that if any dispute/ disagreement/ differences (“**Dispute**”) arises between the Guarantor and the Lender during the subsistence of the Loan Documents (including this Deed) in connection with any nature whatsoever, then, the Dispute shall be referred to a sole arbitrator who shall be nominated/ appointed by the Lender only. The place of the arbitration shall be Ahmedabad and the arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 (or any statutory re-enactment thereof, for the time being in force) and shall be in the English language.
26. The validity, interpretation, implementation and resolution of disputes arising out of or in connection with Agreement shall be governed by Applicable law. The Parties agree that all matters arising out of/in relation to Agreement shall be subject to the exclusive jurisdiction of the courts or tribunals (as the case may be) at Ahmedabad, India.

**SCHEDULE REFERRED HEREINABOVE**

|  |  |  |
| --- | --- | --- |
| Date of the Execution | {{ format\_date(agreement\_date, format='dd/MM/yyyy') }} | |
| Place of Execution | {{ execution\_place }} | |
| **{% if is\_guarantor\_available %}{% for i in guarantor %}Details of the Guarantor** | | |
| Name of Guarantor(s) | {% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.company }}{% endif %} | |
| Constitution of the Guarantor(s) | {{ i.constitution }} | |
| Address of Guarantor(s) | {% if i.constitution == “Individual” %}{{ i.address }}{% else %}{{ i.reg\_address }}{% endif %} | |
| PAN of the Guarantor(s) | {{ i.pan\_or\_tan\_or\_cin }} | |
| Email – address(es) | {{ i.email }} | |
| Phone No. (s) | {{ i.phone }} | |
| **{% endfor %}{% endif %}Details of the Borrower(s)** | | |
| Name of Borrower(s) | {% if company\_type\_of\_borrower == ”Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %} | |
| Address of Borrower | {% if company\_type\_of\_borrower == ”Individual” %}{{ borrower.address }}{% else %}{{ borrower.reg\_address }}{% endif %} | |
| Constitution of the Borrower(s) | {{ company\_type\_of\_borrower }} | |
| PAN/TAN/CIN of the Borrower(s) | {{ borrower\_pan\_or\_tan\_or\_cin }} | |
| Email – address(es) | {{ borrower.email }} | |
| Phone No. (s) | {{ borrower.phone }} | |
| Attention: Mr./Ms. | {% if company\_type\_of\_borrower == ”Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrwer\_attention\_mr\_ms }}{% endif %} | |
| **Loan Details** | | |
| Loan Agreement | | Loan Agreement dated {{ format\_date(agreement\_date, format='dd/MM/yyyy') }} relating to the Loan executed between (a) the Lenders (b) the Borrower(s) and/or any amendment(s) /addendum(s) thereof |
| Loan Amount | | Rs. {{ loan\_amount }}(Rupees {{ loan\_amount\_in\_words | title }} only) |
| Guarantee Amount | | Rs. {{ loan\_amount }}(Rupees {{ loan\_amount\_in\_words | title }} only) granted or to be granted to the Borrower(s) under the Loan. together with all interest, additional interest(s), delayed payment charges, costs, charges, expenses payable by the Borrower(s) to the Lender under Loan Documents or any part thereof. |

{% if is\_guarantor\_available %}

|  |  |  |
| --- | --- | --- |
| **Name of the Guarantor** | **PAN** | **Additional Details (If any)** |
| {% for i in guarantor %}{% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.company }}{% endif %} | {{ borrower\_pan\_or\_tan\_or\_cin }} |  |
| {% endfor %} |  |  |

{% endif %}{% endif %}{% if security\_deposit\_or\_dsra %}{% if e\_stamp\_MIRTSD %}

{{ e\_stamp\_MIRTSD }}

{% else %}

**{% endif %}**

**MEMORANDUM RELATING TO CHARGE OVER FIXED DEPOSITS / SECURITY DEPOSITS**

This Memorandum is executed by I/We **{% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %}** (hereinafter (together) **called "the Depositor**") of having present address at **{% if company\_type\_of\_borrower == ”Individual” %}{{ borrower.address }}{% else %}{{ borrower.reg\_address }}{% endif %}** in favor of Ratnaafin Capital Pvt. Ltd (RCPL) having its Registered office at **{% if company\_type\_of\_borrower == ”Individual” %}{{ borrower.address }}{% else %}{{ borrower.reg\_address }}{% endif %}** and a Branch Office inter-alia at **{{ branch\_place }}**(hereinafter referred to as the **"Lender"**) on **{{** format\_date(agreement\_date, format='dd/MM/yyyy') }}at **{{ branch\_place }}.**

WHEREAS the Depositor has deposited / has agreed to deposit with the Lender at its Branch office at **{{ branch\_place }}** the sum(s) of **Rs. {{ security\_deposit\_amount }}/-(Rupees {{ sd\_amount\_in\_words | title }} only)** (hereinafter referred to as **"the Deposit"** which expression shall mean and include all such sums standing to the credit of the Depositor in Fixed Deposit / Security Deposit Account with the Lender at its above Branch, whether such sums are additional to or by way of renewal of or replacement for any sums deposited / to be deposited with the Lender or otherwise, together with in each case all and any interest from time to time accruing in respect thereof).

In consideration of the Lender having at the request of the Depositor agreed to grant/granted/extended/ continuing to make available or extend to the Depositor credit facilities by way of **{{ loan\_facility\_type }}** up to a maximum principal amount of **Rs. {{ loan\_amount }}/ - (Rupees {{ loan\_amount\_in\_words | title }} only)** (hereinafter referred to as **"the facility")** at the above said branch of the Lender, the Depositor hereby irrevocably and unconditionally undertake, agree and confirm to the Lender as follows to the intent that the following provisions shall apply on a continuing basis:

1. The Lender shall have first charge on the Deposit as a continuing security for the due repayment by the Depositor to the Lender on demand at its above said Branch office of all the sums which are now or may at any time or times hereafter become due and owing by the Depositor to the Lender under the said facility and all interest, fees, commissions, (at the rates decided by the Lender from time to time) charges, expenses and all other cost whatsoever due or which may become due and payable under the said facility or which the Lender may be entitled to add thereto (hereinafter for brevity sake collectively referred to as "**the said dues**")

2. The Lender shall be entitled to discontinue / terminate the said facility at any time without any notice to the Depositor.

3. The Depositor shall not, at any time, be entitled to withdraw the Deposit unless and until the said dues hereunder have been completely and unconditionally repaid, satisfied by the Depositor to the Lender and the Depositor is/are finally discharged in full by the Lender in respect of the same.

4. If default is made by the Depositor in payment of the said dues hereunder on the due date therefor or on demand (the demand of the Lender being conclusive as to the Depositor’s liability for repayment of the said dues to the Lender), as the case may be, the Lender is hereby irrevocably authorized, without prior notice to or the consent of the Depositor, at any time or times without restriction or prejudice to its other right or remedy in law or hereunder or otherwise howsoever -

a) To terminate all or any part of the Deposit at or any time before the maturity date thereof (whether the original maturity date or the maturity date upon renewals/subsequent renewals thereof and even if such termination involves loss of interest) and to appropriate and apply and/or set off the whole or any part or parts of the Deposit in or towards the payment, satisfaction of the said dues or discharge of all or any of the liabilities of the Depositor hereunder.

b) Such termination of the Deposit and application / appropriation set off by the Lender or the Deposit or any part thereof towards payment of the said dues or discharge of all or any of the liabilities of the Depositor hereunder shall constitute a full and complete discharge in favor of the Lender of the monies so applied/appropriated.

5. The Depositor warrants that, save to the extent of the rights hereby conferred on the Lender, the Depositor is the sole, absolute and beneficial owner of the Deposit free from any mortgage, pledge, charge (whether fixed or floating), lien or any other form of encumbrance or security interest of any kind whatsoever and howsoever arising (all of which collectively called as the "Encumbrances") on or over the Deposit.

6. The Depositor shall not any time assign or transfer or deal with or create or permit to be created any assignment or transfer of the Deposit, save as provided herein, or create or attempt to create any Encumbrance over the Deposit.

7. The Depositor understands that as a pre-condition, relating to grant of the facility to him/her/it, RCPL, requires consent of the Depositor for the disclosure by the Lender of, information and data relating to his/her/it, of the credit facility availed of / to be availed, by his/her/it, obligations assumed / to be assumed, by him/her/it, in relation thereto and default, if any, committed by him/her/it, in discharge thereof.

8. Accordingly, the Depositor hereby agree and give consent for the disclosure by RCPL of all or any such;

a. Information and data relating to him/her/it;

b. The information or data relating to any credit facility availed of / to be availed, by him/her/it and

c. Default, if any, committed by him/her/it, in discharge of his/her/its such obligation, as RCPL may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Limited and any other agency authorized in this behalf by RBI.

9. The Depositor declares that the information and data furnished by him/her/it to RCPL are true and correct.

10. The Depositor undertake that

a. the Credit Information Bureau (India) Limited and any other agency so authorized may use, process the said information and data disclosed by RCPL in the manner as deemed fit by them; and

b. the Credit Information Bureau (India) Limited and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to lenders / financial institutions and other credit granters or registered users, as may be specified by the Reserve Bank in this behalf.

11. Nothing in this Memorandum shall be construed as limiting, restricting, making void, negating any right of set off in favor of the Lender existing or arising at common law, by statute or otherwise howsoever.

12. The Depositor shall maintain such margin of security over the aggregate amount of the liabilities as the Lender shall from time to time stipulate, and on demand by the Lender shall deposit such additional sums which shall form part of the deposit for the purpose of this Memorandum and shall be held by the Lender on and subject to the terms hereof.

13. The Depositor shall execute and do such deeds, acts and things and other instruments and bear all types of cost and expenses for the same as the Lender may require from time to time to further secure the said facilities or for perfecting the security created hereunder.

14. The Depositor hereby agrees as a pre-condition of the facility granted to the Depositor by the Lender that in case the Depositor commits default in the repayment of the facility or in the repayment of interest thereon or any of the agreed installment of the facility on due date/s, the Lender and/or Reserve Bank of India will have an unqualified right to disclose or publish the name of the Depositor and its directors/partners/proprietors as defaulter in such manner and through such medium as the Lender or Reserve Bank of India in their absolute discretion may think fit.

15. The continuing security created hereunder in favor of the lender shall be in addition and without prejudice, to any other security which the Lender may now or hereafter hold in respect of the liabilities and shall not be affected by any extension of time or any other indulgence shown by the Lender to the Depositor nor any delay on the part of the Lender in applying/appropriating the Deposit or any part thereof towards payment or discharge of the Liability or any part thereof and also shall not cease by reasons of the said facility account may at any time having a credit balance or be reduced or extinguished or by reason that the Depositor has been discharged for the time being in respect of any credit facilities.

16. The security created hereunder shall not be determined, affected or prejudiced by any change in the constitution of the Depositor or in any partnership constituting the Depositor or by the death, bankruptcy, insanity, liquidation, winding up, insolvency, administration or any other disability or incapacity whatsoever and howsoever arising of, or any circumstance and event whatsoever arising as aforesaid in relation to, the Depositor or any one or more of the persons comprising the Depositor.

17. This Memorandum shall continue to bind the Depositor notwithstanding any amalgamation or reconstruction of the Lender with any other Lender or Company and the security created hereunder shall be available and enure for the benefit of the successors and assigns of the Lender and shall be binding, where the Depositor is a Company on its successors or assigns, where the Depositor - is a Partnership firm on the Partners for the time being in the said firm, their respective heirs, executors, administrations and assigns, where - the Depositor - being an Individual on his/her heirs, legal representatives, administrators and assigns.

18. In this Memorandum, where the context permits, the singular includes the plural and vice versa and references to persons includes references to Companies and vice versa.

19. For all purposes, including any legal proceedings, a certificate by any of the Lender’s Officers as to the Liabilities for the time being due to the Lender by the Depositor shall be conclusive evidence thereof against the Depositor.

20. In the event that any of the terms or provisions of this Memorandum are or shall become invalid, illegal or unenforceable, the remaining terms and provisions hereof shall survive unaffected.

21. If the Depositor has paid off the liabilities to the Lender in full under the facility but is indebted to the Lender for any sum either as principal debtor and/or as guarantor and/or otherwise howsoever to the Lender, the Lender shall be entitled to hold and continue to have first charge on the deposit for the said indebtedness and all the powers vested in the Lender hereunder shall be available to the Lender for the said indebtedness.

22. This Memorandum and the security created hereunder and all matters arising out of and relating thereto shall be construed and governed in all respects by the Laws in India and shall be subject to the exclusive jurisdiction of the courts at Ahmedabad.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**({% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %})**

**Place: {{ execution\_place }}**

**Date: {{ format\_date(agreement\_date, format='dd/MM/yyyy') }}**

{% endif %}{% if e\_stamp\_VDAC %}

{{ e\_stamp\_VDAC }}

{% else %}

**{% endif %}**

**VERNACULAR CONFIRMATION LETTER**

Date: {{ format\_date(agreement\_date, format='dd/MM/yyyy') }}

To,

**Ratnaafin Capital Private Limited**

201-205, ShilpAperia,

Near Ashok Vatika,

Bopal-Ambli Road,

Ahmedabad, Gujarat – 380054

I/We hereby acknowledge and confirm that I/we have received the copy of the loan Agreement dated **{{ format\_date(agreement\_date, format='dd/MM/yyyy') }}** executed between RCPL/ Lender and me/us ('Loan Agreement') and the contents of the loan Agreement have been fully explained to and understood by me/us at the time of availing the loan in the language understood by me/us.

I/We further confirm that am/are fully aware of and completely understand the rights and obligations contained in the loan documents mentioned below:

1. Loan application form 6. Guarantee Agreement
2. KYC form 7. Loan Facility Agreement
3. Sanction letter 8. Unconditional Cancellability
4. DP Note 9. Any other document related to loan
5. Declaration cum Undertaking

Cum Authority by the

Borrower & Guarantor

Name of the Borrower**: {% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %}**

|  |  |
| --- | --- |
|  | Borrower’s Name: {% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %}  Borrower’s Signature:{% if is\_co\_borrower\_available %}{% for i in co\_borrower %} |
|  | Co-borrower’s Name: {% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.company }}{% endif %}  Co-borrower’s Signature:{% endfor %}{% endif %}{% if is\_guarantor\_available %}{% for i in guarantor %} |
|  | Guarantor’s Name: {% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.company }}{% endif %}  Guarantor’s Signature:{% endfor %}{% endif %} |

**VERNACULAR DECLARATION FORM**

|  |  |  |
| --- | --- | --- |
| English |  | The content of this Application/ Agreement/letter/Terms and Conditions has been read out, explained and interpreted to the applicant(s)/Borrower and to the Co-Borrower(s) in English and understood by the applicant(s)/Borrower and Co-Borrower(s). |
| Hindi |  | इसआवेदन / समझौते / पत्र / नियमों और शर्तों की सामग्री को आवेदक (ओं) / उधारकर्ता और अंग्रेजी में सह-उधारकर्ता (ओं) को समझा और समझाया गया है और आवेदक (ओं) या उधारकर्ता द्वारा समझा गया है। |
| Bengali |  | এই অ্যাপ্লিকেশন / চুক্তি / চিঠি / শর্তাদি এবং শর্তাদি লিখিত বিষয়বস্তু আবেদক /rণ গ্রহীতা এবং ইংরেজীতে সহ-rণ গ্রহী (দের) কে ইংরেজীতে পাঠানো, ব্যাখ্যা করা এবং ব্যাখ্যা করা হয়েছে এবং আবেদনকারী (গুলি) /rণ গ্রহীতা দ্বারা বুঝেছেন সহ-rণ গ্রহীতা (গুলি)। |
| Gujarati |  | આએપ્લિકેશન/કરાર/પત્ર/નિયમો અને શરતોની સામગ્રીને અરજદાર/ઉધારલેનાર અને અંગ્રેજી માં સહ-લેનારા(ઓ) નેવાંચી, સમજાવી અને અર્થઘટન કરવામાં આવ્યું છે અને અરજદાર(ઓ)/લેનારા દ્વારા સમજાય છે અને સહ-લેનારા (ઓ) |
| Kannada |  | ಈ ಅಪ್ಲಿಕೇಶನ್/ಒಪ್ಪಂದ/ಪತ್ರ / ನಿಯಮಗಳು ಮತ್ತುಷರತ್ತುಗಳ ವಿಷಯವನ್ನು ಅರ್ಜಿದಾರ (ರು)/ ಸಾಲಗಾರ ಮತ್ತು ಇಂಗ್ಲಿಷ್‌ನಲ್ಲಿ ಸಹ-ಸಾಲಗಾರ(ಗಳು)ಗೆಓದಿ, ವಿವರಿಸಲಾಗಿದೆ ಮತ್ತು ವ್ಯಾಖ್ಯಾನಿಸಲಾಗಿದೆ ಮತ್ತು ಅರ್ಜಿದಾರರು(ಗಳು) /ಸಾಲಗಾರರಿಂದ ಅರ್ಥಮಾಡಿಕೊಳ್ಳಲಾಗಿದೆ ಮತ್ತು ಸಹ-ಸಾಲಗಾರ (ಗಳು). |
| Malayalam |  | ഈ ആപ്ലിക്കേഷന്റെ ഉള്ളടക്കം / കരാർ / കത്ത് / നിബന്ധനകളും വ്യവസ്ഥകളും അപേക്ഷകന് / കടം വാങ്ങുന്നയാൾക്കും ഇംഗ്ലീഷിൽ സഹ-കടം വാങ്ങുന്നയാൾക്കും വായിക്കുകയും വിശദീകരിക്കുകയും വ്യാഖ്യാനിക്കുകയും ചെയ്തുകൂടാതെ അപേക്ഷകൻ (ങ്ങൾ) / കടം വാങ്ങുന്നയാൾ മനസ്സിലാക്കുകയും ചെയ്യുന്നു. ഒപ്പം സഹ-കടം വാങ്ങുന്നവരും. |
| Marathi |  | याअर्जाची / कराराची / पत्राची / अटी व शर्तीं ची माहिती वाचून काढली गेली आहे, अर्जदाराला /कर्जदाराला आणि इंग्रजीमध्ये सह-कर्जदाराला /केली आहे व अर्जदाराने /कर्जदाराने समजून घेतली आहे. आणि सह-कर्जदार |
| Oriya |  | ଏହି ଆବେଦନ / ଚୁକ୍ତିନାମା / ଚିଠି / ସର୍ତ୍ତାବଳୀ ଏବଂ ଚୁକ୍ତିନାମା ଗୁଡିକ ଆବେଦନକାରୀ (()) / orrଣ ଗ୍ରହୀତା ଏବଂ ସହ-orrଣ ଗ୍ରହୀତାଙ୍କୁ ଇଂରାଜୀରେ ପ read ାଯାଇଛି, ବ୍ୟାଖ୍ୟା କରାଯାଇଛି ଏବଂ ଆବେଦନକାରୀ (ମାନେ) / orrଣ ଦାତାଦ୍ୱାରା ବୁଝିଛନ୍ତି ଏବଂ ସହ-orrଣ ଦାତା (ଗୁଡିକ) | |
| Punjabi |  | ਇਸ ਬਿਨੈ-ਪੱਤਰ / ਸਮਝੌਤੇ / ਪੱਤਰ / ਨਿਯਮਾਂ ਅਤੇ ਸ਼ਰਤਾਂ ਦੀ ਸਮੱਗਰੀ ਨੂੰ ਬਿਨੈਕਾਰ / ਉਧਾਰ ਲੈਣ ਵਾਲੇ ਅਤੇ ਅੰਗ੍ਰੇਜ਼ੀ ਵਿਚ ਸਹਿ-ਉਧਾਰ ਲੈਣ ਵਾਲੇ ਨੂੰ ਸਮਝਾ ਕੇ ਸਮਝਾਇਆ ਗਿਆ ਹੈ ਅਤੇ ਬਿਨੈਕਾਰ ਦੁਆਰਾ ਸਮਝੇ ਗਏ ਅਤੇ ਸਹਿ-ਉਧਾਰ ਲੈਣ ਵਾਲੇ। |
| Tamil |  | இந்த விண்ணப்பம் / ஒப்பந்தம் / கடிதம் விதிமுறைகள் மற்றும் நிபந்தனைகளின் உள்ளடக்கம் விண்ணப்பதாரர்(கள்)/கடன் வாங்குபவர் மற்றும் இணைக் கடன் வாங்குபவர்(கள்) ஆகியோருக்கு ஆங்கிலத்தில் படித்து விளக்கப்பட்டு விளக்கம் அளிக்கப்பட்டுள்ளது மற்றும் விண்ணப்பதாரர்(கள்)/கடன் வாங்குபவர் புர |
| Telugu |  | ఈ అప్లికేషన్ / ఒప్పందం / లేఖ / నిబంధనలు మరియు షరతుల యొక్క కంటెంట్దరఖాస్తుదారు(లు) / రుణ గ్రహీత మరియు ఆంగ్లంలో సహ-రుణగ్రహీత (ల)కు చదవ బడింది, వివరించ బడింది మరియు వివరించ బడింది మరియు దరఖాస్తుదారు(లు) / రుణగ్రహీత అర్థం చేసుకున్నారు మరియు సహ-రుణగ్రహీత (లు). |
| Urdu |  | اس درخواست / معاہدے / خط / شرائط و ضوابط کے مندرجات کو پڑھ کر سنادیا گیا ہے ، درخواست دہندگان / قرض دہندگان اور شریک قرض دہندگان کو انگریزی میں سمجھا گیا ہے اور درخواست دہندگان / قرض دہندگان کے ذریعہ سمجھا گیا ہے اور شریک قرض دہندگان۔ |

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Lender (Authorized Signatory)**

|  |  |
| --- | --- |
|  | Borrower’s Name: {% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %}  Borrower’s Signature:{% if is\_co\_borrower\_available %}{% for i in co\_borrower %} |
|  | Co-borrower’s Name: {% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.company }}{% endif %}  Co-borrower’s Signature:{% endfor %}{% endif %}{% if is\_guarantor\_available %}{% for i in guarantor %} |
|  | Guarantor’s Name: {% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.company }}{% endif %}  Guarantor’s Signature:{% endfor %}{% endif %} |

**RBI Annexure**

**The Borrower and Co-Borrower(s) (“Borrowers”) hereby accept and acknowledge that they have been made aware of the terms set out in this Schedule below in accordance with applicable provisions under Reserve Bank of India (RBI) notification and that the terms set out in this Schedule shall from an integral part of this Loan Agreement (“Agreement”) executed between Borrowers and Ratnaafin Capital Private Limited (“the Company”/ “Ratnaafin Capital Pvt Ltd”/ “Lender”) on {{ format\_date(agreement\_date, format='dd/MM/yyyy') }}.**

**Please note that Clause 1 and 2 of this Schedule may be amended in the Welcome Letter or Disbursement letter and/or by such additional amendments from time to time.**

**1.** **Due Dates of Repayment**

**The Due Date of Repayment, Frequency of Repayment, Principal and Interest Amount\* shall be as per the Annexure-1 attached hereof.**

***\*The principal and Interest amount indicated under Annexure-1 attached here to may change depending on the actual disbursement terms and conditions*.**

**2.** **Repayment Due Dates, in case, payment moratorium on principle and/or interest, if any, may be changed *depending on the actual disbursement terms and conditions*. \***

***\*In case of Interest Moratorium Period, the principal amount will continue to be paid.***

|  |
| --- |
| **Interest Moratorium Start Date** |
|  |
| **Repayment Start Date** |
|  |

**3.** **Consequences of delayed Repayment- Classification as Special Mention Account (SMA) and Non-Performing Asset (NPA):**

**In addition to the consequences of delayed or defaulted repayments under the Agreement, the Borrower’s account immediately on default shall be classified as Special Mention Accounts (“SMA”) or a Non-Performing Asset (“NPA”) on the following basis in accordance with RBI notifications and regulations:**

***Classification of Special Mention Accounts and NPAs***

|  |  |
| --- | --- |
| **Loans other than revolving facilities** | |
| **SMA Sub-categories** | **Basis for classification – Principal or interest payment or any other amount wholly or partly overdue** |
| **SMA - 0** | **Up to 30 days** |
| **SMA – 1** | **More than 31 days and up to 60 days** |
| **SMA – 2** | **More than 61 days and up to 90 days** |
| **NPA** | **More than 90 days** |

**The aforesaid categorization will apply only when the time intervals are continuous.**

**Further, the classifications shall be triggered/flagged by the Lender as part of its day- end processes irrespective of the time of running such processes. Similarly, classification of Borrower accounts as SMA as well as NPA shall be done as part of the day-end process for the relevant date and the SMA or NPA classification date shall be the calendar date for which the day-end process is run. In other words, the date of SMA/NPA shall reflect the asset classification status of an account at the day-end of that calendar date.**

***Example: If the due date of a loan account is March 31, 2021, and full dues are not received before the lending institution runs the day-end process for this date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running the day-end process on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021.***

***Similarly, if the account continues to remain overdue, it shall get tagged as SMA- 2 upon running day-end process on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on*** ***June 30,2021.***

**Further, loan accounts classified as NPAs may be upgraded as ‘standard’ assets only if entire arrears of interest and principal are paid by the Borrowers.**

**Acknowledged & Signed**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**{% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %}**

{% if is\_co\_borrower\_available %}

|  |  |
| --- | --- |
| {% for i in co\_borrower %}  \_\_\_\_\_\_\_\_\_\_\_\_\_  {% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.company }}{% endif %} | {% endfor %} |

{% endif %}{% if is\_guarantor\_available %}

|  |  |
| --- | --- |
| {% for i in guarantor %}  \_\_\_\_\_\_\_\_\_\_\_\_\_  {% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.company }}{% endif %} | {% endfor %} |

{% endif %}