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

**{% else %}**

**{% endif %}LOAN AGREEMENT**

This Loan Agreement (“**Agreement**”) has been made on the date (as mentioned in Annexure-I hereto), by and between:

**RATNAAFIN CAPITAL PRIVATE LIMITED,** bearing Corporate Identification Number (CIN) - U65929GJ2018PTC105279,a company registered under the Companies Act, 2013, having its Registered office at 201, 202 Shilp Aperia, Nr Hotel Landmark, Bopal Ambli Road, Bodakdev, Ahmedabad – 380052, hereinafter referred to as “**THE LENDER**” which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and assigns) of **One Part**;

**AND**

**The Borrower and Co-Borrower/s,** whose name/s and address are stated in the **Annexure-I**, (hereinafter called the **“Borrower(s)”**), which expression shall, unless the context otherwise requires, include his/her/its heirs, executors and administrators) of the **Other Part**.

The Borrower and THE LENDER shall hereinafter collectively be referred to as “**Parties**” and individually as “**Party**”.

**WHEREAS**:

1. THE LENDER is a non-banking finance company engaged primarily in the business of providing loans/credit facilities to various customers. The Borrower is engaged in the business of **{{ borrower\_business }}**, and relying upon the Loan Application (*as defined below*) and representations made and information provided by the Borrower, THE LENDER, has agreed to grant the Loan, in the nature of working capital demand loan, to the Borrower on the terms and conditions mutually agreed and contained in this Agreement and in other Documents, in its sole and absolute discretion.

**NOW, THEREFORE,** in consideration of the foregoing and other good and valid consideration, the receipt and adequacy of which is expressly acknowledged, the Parties hereby agree as follows:

# DEFINITIONS

In this document the following words and phrases shall have the meanings as set below unless the context indicates otherwise:

* + - 1. “**Applicable Laws**” shall mean and include 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, 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;
      2. **“Application”** or **“Loan Application”** shall mean the application form of the LENDER duly filled in by the borrower(s)/Co-borrower(s) for Credit facility received from an existing customer;
      3. “**Authorized Person**” shall have the meaning ascribed to the said term in Clause 2.b below;
      4. **“Credit Facility”** or “**Loan**” shall mean the revolving facility of working capital demand loan through invoice financing of the amount sanctioned by **RATNAAFIN CAPITAL PRIVATE LIMITED** on the request made by the Borrower as per the terms and conditions of this Agreement;
      5. **“Documents”** means the offer/sanction letter, this Agreement and/or all documents that are executed/may be executed by the Borrower(s)/Co-Borrower(s) for the financial facilities, the Securities or any one or more of them as the context may require;
      6. “**Due Date**” shall have the meaning ascribed to the said term in Annexure-I of this Agreement;
      7. “**Event of Default**” shall have the meaning ascribed to the said term in Clause 3.a below;
      8. “**Interest**” shall mean the rate of interest as mentioned in the Annexure-I of this Agreement, as amended from time to time payable by the Borrower(s) to the Lender 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 whole or part of the Credit Facility.
      9. **“Letter of Recommendation”** shall refer to the letter issued by the Borrower(s) and/or co-Borrower(s) in favor of such other person(s) seeking disbursal of the loan by the Lender/ RCPL under this Agreement and shall include complete details of such other person(s) as required for the disbursal of the loan under this Agreement;
      10. “**Person**” shall mean an individual, a corporation, a firm, a company, a joint venture, a trust, an association, an organization, a partnership or a proprietorship, including any governmental agency or a regulatory body, whether or not vested with all the characteristics of a legal entity;
      11. **“Sanction Letter”** shall mean the letter dated **{{ format\_date(loan\_date\_of\_sanction\_letter, format='dd/MM/yyyy') }}** issued by THE LENDER (which may be delivered to the Borrower by the Service Provider, if need be) sanctioning the total limit of the financial assistance to the Borrower, on the terms and conditions mentioned therein or as may be amended and informed by THE LENDER to the Borrower from time to time. Each of such amendment will form part and parcel of this Agreement and shall be binding on the Borrower(s);
      12. **“Service Provider”** shall mean **–**;
      13. **“Securities”** means the postdated cheques, As Mentioned in Schedule I and any other asset over which the security, is created or executed in favor of RCPL to secure the amounts outstanding under the Loan or any part or any party to the securities thereof;

# CREDIT FACILITY, DISBURSEMENT, INTEREST, PROCESSING FEES & OTHER CHARGES AND REPAYMENTS

* 1. Subject to the terms and condition contained herein, the Borrower(s) agrees to borrow from THE LENDER and lender agrees to lend to the Borrower(s) the sum specified in this Agreement hereto. **The Loan may be disbursed in full or in installment or in such other manner during the tenor of the Loan as may be requested by the Borrower(s) and decided by THE LENDER.**
  2. **In case the Borrower(s) requires to disburse the Loan to any other Person(s),** the Loan may be disbursed to such other Person(s) subject to the Letter of Recommendation so obtained by such Person(s) from the Borrower (“**Authorized Person**”); provided that disbursement if any made by THE LENDER to such Authorized Person(s) shall not affect the obligations of the Borrower(s) in relation to the Loan and such disbursement of the Loan to such other Authorized Person(s) shall be deemed to be the Loan granted to and availed by the Borrower(s) under this Agreement and any reference to the term ‘Borrower(s)’ shall mean to include such Authorized Person.
  3. The said Credit Facility is a revolving facility and therefore THE LENDER may in its sole discretion and option, at the request of the Borrower(s), agree to the Borrower re-borrowing any amount(s) repaid/prepaid 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(s). Notwithstanding this, upon any such request being made by the Borrower the Borrower(s) shall have deemed to have warranted and represented to THE LENDER that no Event of Default has occurred and/or is in existence or continuing.
  4. The Borrower(s) shall pay all 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 **Schedule I** appended to this Agreement. The interest on the Loan shall be calculated on a daily basis with monthly rests on the outstanding principal amount. The Interest on the Loan 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 for any other reason whatsoever by the Borrower(s) or his/its/their bank. The Borrower(s) shall repay/pay the Loan along with Interest, processing fees and other charges as applicable, on the Due Dates and in the manner specified in this Agreement.
  5. The Borrower(s) shall bear and pay to THE LENDER fees and charges as specified in the Agreement, charge sheet, the website of THE LENDER and/or **Schedule/Annexure**, 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/foreclosure charges and any fee or charges as applicable as per the internal policies of THE LENDER from time to time, statutory charges or otherwise, payable in respect of the Loan. THE LENDER shall be entitled to revise the above fee/charges without any notice to the Borrower(s).
  6. In addition to the above charges the Borrower(s) shall also bear, pay and reimburse to The Lender, 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 any other authority) and all other costs and expenses whatsoever in connection with (a) application for and the grant and repayment of Loan;(b) recovery and realization of the Loan together with Interest;(c) enforcement proceedings, if any.
  7. In the event the Borrower(s) remits/pays any amounts in excess of the amounts due to THE LENDER under the Loan, THE LENDER reserves the right to charge such processing fee as may be decided by THE LENDER from time to time for refund of such excess amounts.
  8. The pre-EMI Interest, advance installment, insurance premium, documentation charges, transaction/processing charges and/or any other charges under or in connection with the Loan will be deducted from the Loan and only the net amount of the Loan after the deduction of such fees and/or charges shall be disbursed to the Borrower(s).
  9. The Loan shall be repayable forthwith on demand, and accordingly, notwithstanding a repayment schedule for the Loan, THE LENDER shall have the right to be paid forthwith on demand the entire amount outstanding under the Loan along with all other dues, including Interest in respect of the Loan.
  10. The Borrower(s) confirms that it shall not use the Loan (or any part thereof) for any purpose other than the purpose specified in the Application Form, or for any speculative, improper or illegal or unlawful purposes/activities. It is hereby agreed that in the event of two or more Borrower(s), the liability of the Borrower(s) to repay the Loan and to fulfill the obligations under this Agreement shall be joint and several and co-extensive.
  11. All payments to be made by the Borrower(s) to THE LENDER 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 THE LENDER 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 Borrower(s).
  12. In the event of the Borrower(s) committing a default in the payment of the Interest amounts due hereunder, the Borrower(s) shall pay additional interest on the principal amounts outstanding under the Loan on the date of such default, at the rate specified in the Sanction Letter hereto, with monthly rests or at such periods of rest as THE LENDER 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 Borrower(s) of the obligations under this Agreement. Notwithstanding anything contained herein above, THE LENDER expressly reserves all the other rights and remedies for recovery of outstanding loan and charges that may accrue to it on any default by the Borrower(s). The additional interest shall be in addition to any other charges, which the Borrower(s) is/are liable to pay to THE LENDER in terms of this Agreement.
  13. The Borrower(s) may prepay the entire Loan/make part payment thereon at any time during the tenor of the Loan. In the event the Borrower(s) exercises its right to prepay, THE LENDER shall be entitled to charge prepayment fee/charges at the rate specified in the Sanction Letter.
  14. The Borrower(s) shall also be liable to pay the Interest in advance; however, THE LENDER shall not be liable to pay any interest on the Interest paid in advance.
  15. The Borrower(s) hereby acknowledges and confirms that he/she/it is aware and accepts that all fees, charges etc. paid by the Borrower(s) to THE LENDER at the time of Application and/or documentation pertaining to the Loan 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 Loan.
  16. Any charges payable under this clause or any other clause of this Agreement may be waived by THE LENDER at its sole discretion and the decision of THE LENDER will be final, without any recourse available to the Borrower(s).
  17. The Borrower(s) hereby represent and warrant the genuineness of the signatures of the Borrower(s) and/or the authorized signatories of the Borrower(s), or each of the Borrower(s) in the event of there being more than one Borrower, as the case may be. The Borrower(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.

# EVENT OF DEFAULT AND CONSEQUENCES OF DEFAULT

* 1. Occurrence of any of the following events would constitute as an event of default under this Agreement ("**Event of Default**”):
* The Borrower(s) commits a breach of any of the terms and conditions contained in this Agreement or Documents executed in furtherance of this Agreement; or
* The Borrower(s) fails to pay/repay any installments or any other payment on or before the Due Dates; or The Borrower(s) commits any default under any other agreement with THE LENDER or other bank and financial institution; or
* It is found that the Borrower(s) has made any misrepresentation to THE LENDER; or
* The Borrower(s) is declared insolvent or bankrupt; or if a liquidator, receiver or an officer is appointed in respect of any property or estate of the Borrower(s); or if the Borrower(s) makes any application for declaring himself/itself to be insolvent; or if an application for declaring the Borrower(s) to be insolvent is made; or any order is passed by the competent court or authority declaring the Borrower(s) insolvent; or
* The Borrower(s) or any partner or director of the Borrower(s) ceases to carry on the declared profession/business; or
* There is any change in the status or constitution of the Borrower(s) and such change is considered by THE LENDER to be a material change; or
* The failure of Borrower(s) to meet scheduled payment/debt/installment under any other credit facility/ facility agreement or arrangement executed with the LENDER or any other loan advanced by the Lender, to the Borrower(s)
* There exist any circumstances which in the opinion of THE LENDER prejudicially affects or may affect THE LENDER‘s interest or the Borrower(s)’s ability to repay the Loan.
  1. On the question whether any of the Event of Default has happened, the decision of THE LENDER shall be conclusive and binding on the Borrower(s). Upon occurrence of any Event of Default and at any time thereafter, THE LENDER shall be entitled to declare the outstanding Loan amount as immediately due and payable and whereupon the Borrower(s) shall pay all the amount due and payable under the Loan and/or the Credit Facility so entered into under this Agreement, in accordance with the terms of the notice without any further notice or other legal formalities of any kind. Upon the Borrower(s) failing to make the said payments within the stipulated time, THE LENDER may, at its sole discretion exercise any right or remedy which may be available to it under the Applicable Laws.
  2. In case of the Credit Facility being an invoice finance facility, the Borrower(s) hereby confirm that the invoice submitted for discounting to THE LENDER, have not been discounted earlier by any other lender or shall be submitted to any other lender and if in case any such action is taken by the Borrower(s), it shall amount to fraud. In case of any fraudulent activity done in this context by the Borrower(s), he/she/it shall be responsible for the same.

# OTHER TERMS AND CONDITIONS

* 1. THE LENDER shall have a control and lien over all the assets of the Borrower(s) and a right to set off against any monies due from the Borrower(s) and to combine all accounts of the Borrower(s) for recovery of THE LENDER ’s dues.
  2. THE LENDER shall be entitled at all times and without any notice to the Borrower(s) to set off and apply other money or monies in the hands of THE LENDER outstanding to the credit of or belonging to the Borrower(s), in or onward payments of any amount at any time being payable to THE LENDER, or towards the outstanding in the said Loan or as otherwise aforesaid, and to recover at any time from the Borrower(s) by suit or otherwise the balance remaining payable to THE LENDER under the said Loan account(s), or otherwise notwithstanding that, all or any of the Securities may be outstanding and or may not have been realized.
  3. The Borrower(s) shall not directly or indirectly assign or transfer all or any of its rights, benefits or obligations under this Agreement. THE LENDER may, at any time, without any consent of or reference to the Borrower(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 in whole or in parts and in such manner and on such terms and conditions as THE LENDER may decide and any such sale, assignment or transfer shall conclusively bind the Borrower(s).
  4. The Borrower(s) expressly recognizes and accepts that THE LENDER shall have full power and authority to appoint one or more third parties of THE LENDER 's choice to verify any fact or information furnished by the Borrower(s) and/or to transfer or delegate to such third parties the right and authority to take all acts/steps as are necessary for THE LENDER to take in order to recover /receive amounts due to THE LENDER or collect on behalf of THE LENDER, all unpaid amounts under the Loan, attend the office or residence of the Borrower(s), receive the amounts due, and generally perform all lawful acts as the third party may consider appropriate for such purposes. As a pre-condition to the Loan given/granted / to be granted /given to the Borrower(s), the Borrower(s) consents, agrees and authorizes THE LENDER to exchange, share, disclose or part with all the information and details relating to the Borrower(s), information and data of any credit facility availed by the Borrower(s) and /or information and data relating to any default, if any committed by the Borrower(s) in discharge of Borrower(s)s obligations and/or repayment history of the loan to any business entity with whom THE LENDER has or may have any business tie-up in the 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 THE LENDER may deem fit.
  5. The Borrower(s) acknowledges that the credit bureaus and any other agency so authorized may use and process the said information and data disclosed by THE LENDER in the manner as deemed fit by it/them. Further, the Borrower(s) also confirms and permits credit bureaus to furnish for consideration the processed information and data or product thereof prepared by banks / financial institutions and / or any other credit granters or registered users as may be specified by Reserve Bank of India in that behalf.
  6. The Borrower(s) hereby consents to THE LENDER, its officers and agents, disclosing information relating to the Borrower(s) and Borrower(s)’s loan accounts and or dealing relationship(s) with THE LENDER including but not limited to details of any facilities, any security taken, transactions undertaken and balances positions with THE LENDER to:
* THE LENDER 's right or obligation under any agreement.
* Professional advisors and the Service Providers of THE LENDER
* any actual or potential assignee, novatee, transferee, participant or sub participant in relation to any of THE LENDER '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 THE LENDER.

1. **INDEMNITY**
2. The Borrower(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 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)’ own cost and expense any action which may be brought against THE LENDER in connection therewith.
3. The Borrower(s) further agrees 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.
4. The Borrower(s) confirms 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 Borrower(s) for swearing to a false representation and indemnity and for breach of trust.
5. **CROSS COLLATERAL**

The securities given by the Borrower(s) towards the security of the loan/credit facility availed by them or their group entities through THE LENDER, including the Security, shall be interlocked with all the other loans, and such securities shall not be released till all the loans are fully repaid / prepaid. THE LENDER shall also have the right to set off against any monies due in any of the loan accounts of the Borrower(s)/Co-Borrower(s) and/or their group entities and to combine all accounts of the Borrower(s) for recovery of THE LENDER ’S dues.

# REPRESENTATIONS BY THE BORROWER

1. The Borrower(s) represents to THE LENDER:
2. That the Borrower is a resident of the Republic of India having full legal capacity to enter into a contract as specified in the Indian Contract Act, 1872 and;
3. If Borrower(s) is an adult individual, who has attained the age of 18 (eighteen) years.
4. The Borrower(s) represents and warrants to THE LENDER that Borrower(s) is not acting on behalf of, or for the benefit of, anyone else.
5. Borrower(s) further represents and confirms that the details provided by Borrower(s) to THE LENDER are the latest updated details and no incorrect or false information is provided by the Borrower(s). In this context, Borrower(s) authorizes THE LENDER to independently verify Borrower(s)’ credential by disclosing Borrower(s)’ information to third parties.

# DISPUTE RESOLUTION

# All disputes, differences and/or claims arising out of or in relation to this Agreement and/or any Documents shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof, and the same shall be referred to a sole arbitrator. The arbitrator shall be a retired supreme court/high court judge mutually appointed by the Parties. In the event that the Parties fail to mutually appoint an arbitrator, the same shall be appointed by the Hon’ble courts in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

# The award including the interim award(s) of the arbitrator shall be final and binding on all the Parties concerned.

# The language of the arbitration shall be English and the venue of the arbitration proceedings shall be Ahmedabad, Gujarat.

# Subject to the arbitration clause contained herein, the competent courts at Ahmedabad, Gujarat shall have exclusive jurisdiction over any matter or legal proceedings arising out of or in relation to this Agreement and/or any Documents.

# MISCELLANEOUS

# If any term or condition under this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and be in full force and effect.

# That the Borrower(s) have full power, capacity and authority to execute, deliver and perform the terms and conditions under this Agreement and have taken all necessary actions (corporate, statutory or otherwise) for the authorization, execution, delivery and performance of this Agreement.

# No delay or omission to exercise any right, power or remedy accruing to THE LENDER upon any breach or default of the Borrower(s) under this Agreement shall impair any such right, power or remedy of THE LENDER, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default. The rights and remedies provided to THE LENDER in this Agreement are cumulative and not exclusive of any rights or remedies provided under Applicable Law.

# Any notice/letter required to be served by THE LENDER upon the Borrower(s) in pursuance of this Agreement shall be served in writing upon the addresses mentioned in the Annexure-I. Any written notice to be sent to THE LENDER by the Borrower(s) shall be sent by registered/prepaid post to the branch address mentioned in the Annexure-I. The Borrower(s) shall notify THE LENDER in writing of any change in his address within a week of the change.

# 

# The Borrower(s) acknowledges that all details in these terms and conditions has been read and understood by him/her/it. The Borrower(s) also acknowledge that the aforesaid terms and conditions and other Documents have been explained to the Borrower(s) in the language understood by the Borrower(s) and the Borrower(s) has understood the entire meaning of these terms and conditions.

# Overriding Effect: The Sanction Letter shall form an integral part of this Agreement, as though the provisions thereof are set out herein. This Agreement and any other documents attached hereto or referred to herein, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings in respect of the subject matter hereof, except for those provisions of the Sanction Letter issued prior to this Agreement which are in addition to and complement, and are not the same or in conflict with this Agreement. In the event of any conflict between the terms and conditions of this Agreement and any other agreements or documents attached hereto, or referred to herein and the Sanction Letter, the terms and conditions of this Agreement shall prevail.

# The Borrower(s) agrees and undertakes to THE LENDER that he/she/it:

1. Will utilize the entire Loan for the required purpose, as detailed in the Annexure-I of this Agreement;
2. Will promptly notify any event or circumstances that might cause a delay in the completion of this Agreement;
3. Will provide accurate and true information;
4. Will repay the required funded amount without any failure
5. Will duly perform all the terms and conditions provided under this Loan Agreement
6. Has not provided any information which is incorrect or materially impairs the decision of THE LENDER to either register him/ her/it or permits to lend him / her/ it/ them through the website of THE LENDER.
7. Confirms that all types of communication and cash transactions with THE LENDER will be/have been done online via an online platform provided by THE LENDER.
8. Has read all the terms and conditions, privacy policy, and other material available on the website of THE LENDER and unconditionally agree to abide by the terms and conditions, privacy policy and other binding material contained on the website of THE LENDER.

**SCHEDULE - I**

**CREDIT FACILITY APPLICATION FORM**

**DETAILS OF THE LOAN**

|  |  |  |
| --- | --- | --- |
| **Agreement Details** | | |
|  | Date of the Agreement | {{ format\_date(agreement\_date, format='dd/MM/yyyy') }} |
|  | Place of Execution | {{ execution\_place }} |
| **Details of the Borrower** | | |
|  | Name of the Borrower(s) | {% if company\_type\_of\_borrower == ”Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %} |
| Constitution of the Borrower(s) | {{ company\_type\_of\_borrower }} |
| PAN/TAN/CIN of the Borrower(s) | {{ borrower\_pan\_or\_tan\_or\_cin }} |
| Address of the Borrower(s) | {{ borrower.address.on\_one\_line() }} |
| 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 %} |
| **{% if is\_co\_borrower\_available %}{% for i in co\_borrower %} Details of the Co-Borrower** | | |
|  | Name of the Co-Borrower(s) | {% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.company }}{% endif %} |
| Constitution of the Co-Borrower(s) | {{ i.constitution }} |
| PAN/TAN/CIN of the Co-Borrower(s) | {{ i.pan\_or\_tan\_or\_cin }} |
| Address of the Co-Borrower(s) | {{ i.address.on\_one\_line() }} |
| Email – address(es) | {{ i.email }} |
| Phone No. (s) | {{ i.phone }} |
| Attention: Mr./Ms. | {% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.mr\_ms }}{% endif %} |
| **{% endfor %} {% endif %} {% if is\_guarantor\_available %} {% for i in guarantor %} Details of the Guarantor** | | |
|  | Name of the Guarantor | {% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.company }}{% endif %} |
| Constitution of the Guarantor | {{ i.constitution }} |
| PAN/TAN/CIN of the Guarantor | {{ i.pan\_or\_tan\_or\_cin }} |
| Address of the Guarantor | {{ i.address.on\_one\_line() }} |
| Email – address(es) | {{ i.email }} |
| Phone No. (s) | {{ i.phone }} |
| Attention: Mr./Ms. | {% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}{% else %}{{ i.mr\_ms }}{% endif %} |
| **{% endfor %}{% endif %}** **Details of the Branch** | | |
|  | Place of the Branch | {{ branch\_place }} |
| Address of the Branch | {{ branch\_address }} |
| Email – address(es) | {{ branch\_mail }} |
| Phone No. (s) | {{ branch\_phone }} |
| Attention: Mr./Ms. | {{ branch\_mr\_ms }} |
| **Details of the Loan** | | |
|  | Sanction Letter No. | {{ loan\_sanction\_letter\_number }} |
|  | Date of Sanction Letter | {{ format\_date(loan\_date\_of\_sanction\_letter, format='dd/MM/yyyy') }} |
|  | Facility Type | {{ loan\_facility\_type }} |
|  | Specified Purpose | {{ loan\_specified\_purpose }} |
|  | Amount of Loan | Rs. {{ loan\_amount }}(Rupees {{ loan\_amount\_in\_words | title }} only) |
|  | Rate of Interest | {{ interest }} |
|  | Loan Processing fee(Non-Refundable) | {{ loan\_processing\_fee }}% + GST applicable |
|  | Tenure of Loan | {{ loan\_tenure }} Months |
|  | Cycle Duration (Usance Period) | {{ cycle\_duration }} or such other tenure as maybe mutually agreed |
|  | Additional/Penal Interest | {{ loan\_penal\_interest }}% P.M over and above normal Interest |
|  | Repayment Method | {{ loan\_repayment\_method }} |
|  | Prepayment / Foreclosure Charges | {{ loan\_foreclosure }} |
|  | Taxes | Goods and Services tax (GST) will be charged extra as per the applicable rates, on interest, charges and fees (wherever GST is applicable). |
|  | Security | * + - 1. Personal guarantee of {% if is\_guarantor\_available %}{% for i in guarantor %}{% if i.constitution == “Individual” %}{{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}, {% endif %}{% endfor %}{% else %} NA {% endif %}{%if not individual\_found and is\_guarantor\_available %}NA{% endif %}       2. Corporate guarantee of {% if is\_guarantor\_available %}{% for i in guarantor %}{% if i.constitution != “Individual” %}{{ i.company }}, {% endif %} {% endfor %}{% else %} NA {% endif %}{%if not corporate\_found and is\_guarantor\_available %}NA{% endif %}       3. Demand Promissory Notes       4. Cheques as per UDC Covering letter {% if deed\_of\_hypothecation %}       5. As per Hypothecation Deed {% endif %} |
|  | Security Deposit | {% if security\_deposit\_or\_dsra %}{{ security\_deposit\_or\_dsra\_des }}{% else %} NA {% endif %} |
|  | Lock – in Period | {{ loan\_lockin\_period }} |
|  | Minimum Utilization | {{ minimum\_utilization }} |
|  | Non Utilization Charges | {{ non\_utilization\_charges }}% P.A on non-utilization amount |
|  | Repayment Frequency | {{ repayment\_frequency }} |
|  | Renewal fees | {{ renewal\_fees }}% plus applicable GST |
|  | Documentation Charges | Rs. {{ documentation\_charges }} /- To be borne by Customer |

**SCHEDULE OF CHARGES**

|  |  |  |  |
| --- | --- | --- | --- |
| **Other Charges during the term of loan** | | | |
| **Sr. No.** | **Particulars of Charges** | **Charges (In Rs.)** | **Charge Details** |
| 1 | Repayment Instruction / Instrument Return Charges | **Rs. 750** | Per Instance of dishonour of cheque / ECS debit instruction + GST as Applicable |
| 2 | Repayment mode Swap Charges | **Rs. 750** | Per occasion of swapping of the PDCs / ECS mandate + GST as Applicable |
| 3 | Penal Interest Rate | **@ {{ loan\_penal\_interest\_per\_annum }} % P.A i.e. {{ loan\_penal\_interest }}% P.M on the overdue installment** | |
| 4 | Duplicate statement issuance charges | **Rs.250** | Per Instance per set + GST as Applicable |
| 5 | Cheque re-presentation charges | **Rs.250** | Per Instance per set + GST as Applicable |
| 6 | Duplicate Amortization schedule issuance charges | **Rs.250** | Per Instance per set + GST as Applicable |
| 7 | Document Retrieval Charges | **Rs.500** | Per Instance per set + GST as Applicable |
| 8 | Charges for subsequent set of Photocopy of loan agreement/documents were requested by Borrower | **Rs.250** | Per Instance per set + GST as Applicable |
| 9 | Stamp Duty Charges | **As applicable in the state stamp act** | |
| 10 | Prepayment/Pre-loan closure charges (including part payment) | **As per Sanction Terms and Conditions** | |
| 11 | Administrative Charges/Processing Fees & Other Charges | **As per Sanction Terms and Conditions** | |
| 12 | Charges for duplicate NOC / No due certificate | **Rs. 250** | Per Instance per set + GST as Applicable |
| 13 | Charges for revalidation NOC | **Rs. 250** | Per Instance per set + GST as Applicable |

**IN WITNESS WHEREOF the Parties have executed this Agreement on the day and the year as mentioned in the Schedule,**

SIGNED AND DELIVERED BY WITHIN NAMED BORROWER/ CO-BORROWER / GUARANTOR

If **Company/Trust/Society**, by its Authorized Signatory with its seal/stamp OR If **Limited Liability Partnership**, by its Designated Partner and Authorized Signatory seal/stamp OR If **Partnership Firm**, by its Designated Partner and Authorized Signatory seal/stamp OR If **HUF**, through its Karta or If **Individual**, by the individual Borrower; AND by the **Co-Borrower** (if applicable):

{% if is\_guarantor\_available %}

**SIGNED AND DELIVERED BY WITHIN NAMED GUARANTOR(s)**;

If **Company**, by its Authorized Signatory OR If **Limited Liability Partnership**, by its Designated Partner and Authorized Signatory OR If **Partnership Firm**, by its Designated Partner and Authorized Signatory OR If **HUF**, through its Karta Or If **Individual**, by the individual Borrower;

{% 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 %} |

AND SIGNED AND DELIVERED BY THE WITHIN NAMED LENDER,

Ratnaafin Capital Private Limited, by the hands of **{{ ratnaafin\_official\_name }}** its authorized official.

|  |  |
| --- | --- |
|  | Authorized official’s Name: {{ ratnaafin\_official\_name }}  Authorized official’s Signature: |

**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 %}** {{ borrower.address.on\_one\_line() }}.

**(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 }}**, a company/firm having its registered office at**{% endif %}** {{ borrower.address.on\_one\_line() }}.

(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 hereby 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 willful 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) | {{ i.address.on\_one\_line() }} | |
| 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 | {{ borrower.address.on\_one\_line() }} | |
| 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. |

**IN WITNESS WHEREOF,** this Guarantee has been signed and executed by the Guarantors and is intended to be and is hereby delivered by them as a deed on the date specified above.

**SIGNED AND DELIVERED BY**

**WITHINNAMED GUARANTOR(S)**

{% 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 %}{% endif %}

{% if security\_deposit\_or\_dsra %}

{% if e\_stamp\_MIRTSD %}

{{ e\_stamp\_MIRTSD }}

{% else %}

**{% endif %}**

**MEMORANDUM RELATING TO CHARGE OVER SECURITY DEPOSITS / CASH 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 **{{ borrower.address.on\_one\_line() }}** in favor of Ratnaafin Capital Pvt. Ltd (RCPL) having its Registered office at 201-205, Shilp Aperia, Near Ashok Vatika, Bopal-Ambli Road, Ahmedabad, Gujarat - 380054 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 / DSRA 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 }}** upto 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

1. 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

1. 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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 Ratnaafin Capital Private Limited 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 other documents mentioned below (“**Transaction Document**”):

|  |  |  |  |
| --- | --- | --- | --- |
| 1. | Loan application form | 7. | Guarantee Agreement |
| 2. | KYC form | 8. | Loan Facility Agreement |
| 3. | Sanction letter | 9. | Unconditional Cancellability we are not taking. |
| 4. | DP Note | 10. | Indenture of Mortgage |
| 5. | Declaration cum Undertaking Cum Authority by the  Borrower & Guarantor | 11. | Any other document related to loan |
| 6. | Deed of Hypothecation |  |  |

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 %} |

{% 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.on\_one\_line() }}** (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.address.on\_one\_line() }}** (“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.address.on\_one\_line() }}** {% 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.address.on\_one\_line() }}** 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.on\_one\_line() }}** 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.on\_one\_line() }}** 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 }}** Loan 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 granters 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 %}**

**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** | **Upto 30 days** |
| **SMA – 1** | **More than 31 days and upto 60 days** |
| **SMA – 2** | **More than 61 days and upto 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 %}{% if deed\_of\_hypothecation %}

{% if e\_stamp\_DOH %}

{{ e\_stamp\_DOH }}

{% else %}

{% endif %}

**DEED OF HYPOTHECATION**

This **DEED OF HYPOTHECATION** (this “**Deed**”) is made at place and date as specified in the **Schedule** hereto by:

Such Person(s) whose name(s), address(es) are specified in the Schedule (hereinafter referred to as the “**Borrower**”, which expression unless repugnant to the context or meaning thereof be deemed to include (i) where the Borrower(s) is/are an individual, his/her heirs, executors, and administrators; (ii) where the Borrower(s) is/are a sole proprietorship concern, the person whose name appears as sole proprietor and shall include his/her heirs, executors, and administrators; (iii) where the Borrower(s) is/are a partnership firm under Indian Partnership Act, 1932, any and each of the partner, and their survivor(s) or the partner(s) from time to time and their respective heirs, legal representatives, executors and administrators; (iv) where the Borrower(s) is a Hindu Undivided Family (HUF), the Karta and any or each of the adult member of the HUF and their survivor(s) and his /her/ their respective heirs, executors and administrators;(v) where the Borrower(s) is/are a Company or Society or Limited Liability Partnership(LLP), its successors and permitted assigns; (vi) where the Borrower(s) is/are an unincorporated body, all members thereof and their respective successors; (vii) where the Borrower(s) is /are a Trust, the trustee/s for time being thereof and the successors of the trust / trustees) of the **ONE PART**;

**IN FAVOR OF:**

**RATNAAFIN CAPITAL PRIVATE LIMITED,** a company within the meaning of the Companies Act, 2013 with CIN U65929GJ2018PTC105279 and non-banking financial company registered under the Reserve Bank of India Act, 1934 and having its registered office address at 201, 202, Shilp Aperia, Nr. Landmark hotel Iscon- Ambali Road, Bodakdev Ahmedabad – 380052, Gujarat (hereinafter referred to as the “**Lender**”which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors-in-title and assigns) of the **Other Part**.

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

**WHEREAS**:

1. The Lender is a non- banking finance company engaged primarily in the business of providing loans/credit facilities to various customers. The Mortgagor is engaged in the business of **{{ borrower\_business }}** and has approached the Lender for availing the Loan (as defined below).
2. As per the provisions of the Loan Agreement (as defined below), the Outstanding Dues (as defined below) shall be secured, *inter alia,* by way of first ranking and exclusive charge over the Hypothecated Properties (as defined below) created by way of hypothecation in favor of the Lender.
3. To secure the Outstanding Dues as per the terms of the Loan Agreement, the Mortgagor herein has, *inter alia*, agreed to create an exclusive charge by way of hypothecation in favor of the Lender on all the Borrower’s rights, title and interest in the Hypothecated Properties under these presents; and
4. The Lender has now called upon the Borrower and has requested it to execute these presents and create hypothecation in favor of the Lender, which the Borrower has agreed to do in the manner hereinafter appearing.

NOW THIS DEED WITNESSETH AS FOLLOWS:

# DEFINITIONS AND INTERPRETATION

## Definitions

Except as otherwise defined herein, all capitalised terms in this Deed shall have the meaning ascribed to it in the Loan Agreement. In this Deed, the capitalised terms listed below shall have the following meanings given to them:

“Applicable Law” shall mean any applicable decree, judgment, legislation, constitution, order, ordinance, regulation, statute, treaty or other legislative measure in any jurisdiction or any present or future directive, regulation, circular, notification, clarification, guidelines, instruction or requirement having the force of law in any jurisdiction, and “lawful” and “unlawful” shall be construed accordingly;

“Business Day” shall mean a day (other than 2nd and 4th Saturday, Sunday or a Public Holiday) on which banks are open for general business including RTGS transaction in Ahmedabad;

“Claims” shall have the meaning ascribed to such term in Clause 9 of this Deed;

“Code” shall have the meaning ascribed to such term in Clause 5.2 of this Deed;

“Events of Default” shall have the meaning ascribed to such term in the Loan Agreement;

“Hypothecated Properties” shall have the meaning ascribed to such term in Clause 3.2 of this Deed;

“Indemnified Parties” shall have the meaning ascribed to such term in Clause 9 of this Deed;

“IU” shall have the meaning ascribed to such term in Clause 5.2 of this Deed;

“Loan” shall mean the **{{ loan\_facility\_type }}** of an amount of Rs. **{{ loan\_amount }}(Rupees {{ loan\_amount\_in\_words | title }}** only), as agreed under the Loan Agreement;

“Loan Agreement” shall have the meaning ascribed to such term in Recital 1 above;

“Outstanding Dues” means, at any time, all the amounts outstanding and payable or obligations to be performed by the Borrower to the Lender, pursuant to the terms of this Agreement and/or any other Transaction Documents, including but not limited to the present and future obligations and liabilities of the Borrower in relation to the following: (a) the principal amount(s) of the Loan; (b) the interest on the Loan including EMI, increased rate of interest, Broken Period Interest; (c) all other obligations and liabilities of the Borrower, indemnities, liquidated damages, costs, charges, expenses, Penal Interest, Bounce Charges, Pre-Payment Charges, and other fees and interest incurred or due under, arising out of or in connection with this Agreement and/or any other Transaction Documents (either severally or jointly); and (d) any and all expenses or sum incurred by the Lender for the enforcement of any Security and / or collection of any amounts due under this Agreement and/ or any other Transaction Documents, including expenses of enforcement and realization.

“Receiver” shall have the meaning ascribed to such term in Clause 6.1 of this Deed;

“Security” shall have the meaning ascribed to it in the Loan Agreement;

“Security Interest” shall mean any mortgage, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority or other security agreement of any kind or nature whatsoever including, without limitation, any conditional sale or other title retention agreements, any financing or similar statement or notice filed under any recording or notice statute, and any designation of loss payees or beneficiaries or any similar arrangement under any contract of insurance or any other similar security interest.

“Transaction Documents” shall have the meaning ascribed to such term in the Loan Agreement.

## In this Deed:

### the recitals shall be construed as part of this Deed;

### unless the context otherwise requires, the singular includes the plural and vice versa;

### a reference to a Clause, Section or Schedule is, unless indicated to the contrary, a reference to a clause, section or schedule to this Deed;

### the words “other”, “or otherwise” and “whatsoever” shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;

### references to the word “includes” or “including” are to be construed without limitation;

### all references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time;

### words importing a particular gender include all genders;

### reference to any law shall include references to such law as it may, after the date of this Deed, from time to time be amended, supplemented or re-enacted;

### the words “hereof”, “herein”, “hereto” and words of similar import when used with reference to a Clause, Sub-section or Schedule shall be construed as a reference to a Clause, Sub-section or Schedule of or to this Deed;

### all approvals, permissions, waivers, consents or confirmations required from the Lender shall be construed as prior written approval, permissions or consents;

### terms not defined herein shall have the meaning given to them under the Loan Agreement; and

### unless the Parties mutually agree to the contrary, in the event of there being any inconsistency between the provisions contained in the Loan Agreement and this Deed, the provisions contained in the Loan Agreement shall prevail and in case of inconsistency between this Deed and Transaction Documents (other than this Deed and the Loan Agreement), the provisions contained in this Deed shall prevail to the extent such inconsistency is in relation to the charge created over the Hypothecated Properties.

# COVENANT TO REPAY

# In pursuance of the Loan Agreement and the Transaction Documents and in consideration of the Lender having agreed to provide the Loan and subject to the terms and conditions set out in the Loan Agreement and the Transaction Documents, the Borrower do hereby covenant with the Lender that it shall repay/pay all Outstanding Dues to the Lender under the Transaction Documents and duly observe and perform all the terms and conditions of the Loan Agreement and the Transaction Documents.

# HYPOTHECATION OF PROPERTIES

## In pursuant of and subject to, the Loan Agreement and for the consideration of the Lender providing/agreeing to provide the Loan to the Borrower on the terms and conditions as agreed between them, the Borrower, as the legal and/or beneficial owner(s) hereby hypothecates in favor of the Lender, as security for the Outstanding Dues by way of first ranking and exclusive charge over the following properties, to the extent permissible under the Applicable Laws:

### [All the present and future book debts, outstanding monies, receivables, claims, bills, investment, rights to or intangible assets and movable assets forming the part of current assets which are now due owing or payable or belonging to the Borrower in course of its business, together with all benefits, advantages and legal incident thereof;]

### [All the present and future cash flows of the Borrower, including the entire sale proceeds, consideration, fees, rent, lease rentals, license fees and/or any other receivables, received and/or to be received by the Borrower pursuant to, inter alia, any agreement(s), contract(s) for/of sale, transfer, lease and rent assignment;]

### [the proceeds of insurance with respect to that portion of the Mortgaged Properties (as defined in the Loan Agreement), Hypothecated Properties (or any part thereof) payable to or received by the Borrower under any claim arising out of any insurance policy in effect and held by or for the benefit of the Borrower along with all rights, title, interest, benefits, claims and demands whatsoever of the Borrower in, to and in respect of the insurance contracts/policies required to be taken out by the Borrower in connection with Mortgaged Properties and Hypothecated Properties pursuant to the Transaction Documents.]

## All the properties/assets hereinabove in Clauses 3.1.1 and more particularly specified in the Schedule below, are collectively referred to as the “Hypothecated Properties”.

# APPLICABILITY AND EFFECTIVENESS

## The Security Interest created under this Deed, shall become effective on and from the date of execution of this Deed and the Parties shall execute all such agreements (including execution of amendment and modification deeds), deeds, documents, and do all acts, deeds and things as may be necessary to give effect to the same.

# COVENANTS AND UNDERTAKINGS

## In furtherance of the Loan Agreement and for the consideration aforesaid, the Borrower hereby, further agrees, declares and covenants with the Lender as follows:

### The Borrower shall at its expense keep the Hypothecated Properties in a marketable and good condition and where applicable, insure the same, to the extent risk cover is available in the market and such insurance policies shall be duly endorsed in favor of the Lender as provided in the Loan Agreement against loss or damage by theft, fire, lightning, earthquake, explosion, riot, strike, civil commotion, storm, tempest, flood, marine risk, erection risk, war risk, terrorism and such other risks as the Lender shall from time to time require, with an insurance company or companies. The Borrower shall deliver to the Lender, the insurance policies with the Lender’s name duly endorsed thereon as loss payee and maintain such insurances throughout the continuance of the security of these presents and deliver to the Lender the renewal receipts thereof and shall duly and punctually pay all premium and shall not do or suffer to be done or omit to do or be done any act which may invalidate or avoid such insurances.

### The Lender or the nominees of the Lender shall upon giving a prior notice, at the expense of the Borrower, be entitled at all times to enter any place, on any Business Day during the normal working hours, where the Hypothecated Properties may be kept and inspect, value, insure, superintend the disposal of and take particulars of all or any part of the Hypothecated Properties and check any statement, accounts, reports and information provided that the Lender shall use reasonable efforts to ensure that such inspection, valuation etc. does not hinder the normal business of the Borrower. The Borrower unconditionally undertakes to take all steps to ensure that such inspections as stated above shall not be disturbed or for any reason stopped and that the Borrower shall co-operate with such inspections without demur or protest, including making available such staff as the Lender or its respective agents may require in connection with such inspection(s);

### In the event of any Event of Default, the Lender or its nominees shall, without any notice and without assigning any reason and at the risk and expense of the Borrower and if necessary as attorney for and in the name of the Borrower, be entitled to take charge and/or possession of, seize, recover, receive and remove the Hypothecated Properties and/or sell by public auction or tender or private contract, dispatch or consign for realization or otherwise dispose of or deal with all or any part of the Hypothecated Properties (including by way or through the exercise of its powers and rights specified in Clause 6.1 of this Deed) and to enforce, realize, settle, compromise and deal with any rights or claims relating thereto, without being bound to exercise any of these powers or be liable for any losses in the exercise or non-exercise thereof and without prejudice to the Lender’s rights and remedies of suit or otherwise. Notwithstanding any pending suit or other proceeding, the Borrower undertake to give immediate possession to the Lender/nominees of the Lender on demand of the Hypothecated Properties and to transfer and deliver to the Lender all related contracts, securities and documents and the Borrower hereby agree to accept the Lender’s account of sales and realizations (based on satisfactory documentary evidence) as sufficient proof of amounts realized and relative expenses and to pay on demand by the Lender any shortfall or deficiency thereby shown. The Lender will also pay on demand to the Borrower any amounts received in excess of the Outstanding Dues. Provided, however, that the Lender shall not in any way be liable or responsible for any loss, damage or depreciation that the Hypothecated Properties may suffer or sustain on any account whatsoever whilst the same are in the possession of the Lender or by reason of exercise or non-exercise of rights and remedies available to the Lender as aforesaid and that the Borrower shall be liable for such loss, damage or depreciation, howsoever the same may have been caused;

### The Borrower shall execute all such deeds, documents and assurances and do all such acts and things as the Lender may require for exercising the rights, powers and authorities hereby conferred on the Lender for effectuating and completing the Security Interest hereby created and shall from time to time and at all times after the Security Interest hereby constituted shall become enforceable, execute and do all such deeds, documents, acts and things as are necessary for realization of the Hypothecated Properties and, in particular, the Borrower shall execute all transfers, assignments and assurances of the Hypothecated Properties, whether to the Lender or its nominees or assigns;

### The security created hereunder in favor of the Lender shall become enforceable by the Lender upon the occurrence of any Event of Default in accordance with the Loan Agreement and other Transaction Documents;

### The Borrower shall at all times during the continuance of these presents and the Security Interest hereby created, except as otherwise expressly permitted by the Loan Agreement, duly and punctually pay any imposts, costs, duties, taxes, premium and outgoings which become lawfully payable by the Borrower in respect of the Hypothecated Properties or any part thereof or the carrying out by the Borrower or maintenance of any business or operations thereon and shall prevent any part of such Hypothecated Properties from becoming charged with the payment of any imposts, duties and taxes lawfully payable by the Borrower.

## Notwithstanding the aforesaid, the Borrower hereby give specific consent to the Lender for disclosing/submitting the ‘financial information’ as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 (“Code”) read with the relevant regulations/rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the securities created by the Borrower for securing the Loan, from time to time, to any ‘Information Utility’ (“IU”) as defined in Section 3 (21) of the Code, in accordance with the relevant regulations framed under the Code, and directions issued by Reserve Bank of India to the banks/financial institutions from time to time and hereby specifically agree to promptly authenticate the ‘financial information submitted by the Lender, as and when requested by the concerned IU.

# ENFORCEMENT OF SECURITY

## At any time after the occurrence of an Event of Default (which is continuing), the Lender may, in addition to the powers hereinbefore conferred upon the Lender, have a receiver or receiver and manager or administrative receiver appointed for the Hypothecated Properties or any part thereof (hereinafter the “Receiver”), and:

### Unless otherwise directed by the Lender, such Receiver may exercise all the rights, powers, authorities and discretions herein or by law vested in the Lender;

### Such Receiver shall, in the exercise of his powers, authorities and discretions, conform to the regulations, instructions and directions from time to time made and given by the Lender and in accordance with the Applicable Law;

### The Lender may from time to time fix the remuneration of such Receiver (based on the directions of the competent court as applicable), and shall direct payment thereof out of the proceeds from the Hypothecated Properties, but the Borrower shall be liable for the payment of such remuneration;

### Every such Receiver shall be the agent of the Borrower for all purposes, and the Borrower shall be responsible for his acts and defaults, loss or misconduct and liable on any contract or engagement made or entered into by him and for his remuneration so long as the Receiver has acted in a manner consistent with the provisions of this Deed and the powers conferred hereunder;

### In the event the Receiver acts on the written instructions of the Lender, the Lender shall be in no way be responsible for any misconduct, misfeasance, malfeasance or negligence on the part of any such Receiver and shall in no way be liable for or in respect of any debts or other liabilities incurred by any such Receiver, irrespective of whether the Borrower are in liquidation or not.

## The Hypothecated Properties and all sale realizations and loss proceeds thereof and all documents forming part of the Security Interest created under this Deed, shall always be kept distinguishable and held by the Borrower as the property of the Lender specifically appropriated towards the Security Interest created under this Deed and be dealt with only under the directions of the Lender and the Borrower shall not do or allow any thing that may prejudice the Security Interest and the Lender shall be at liberty to incur all costs and expenses as may be necessary to preserve this security and to maintain the same undiminished and claim reimbursement thereof from the Borrower, as mentioned in Clause 5.1.1 of this Deed.

## The Borrower shall, whenever required by the Lender procure and give full particulars of the Hypothecated Properties to the Lender and shall furnish & verify all statements, reports, returns, certificates and information, from time to time as required by the Lender and furnish & execute all necessary documents to give effect to the Security Interest created in terms of this Deed.

## The Hypothecated Properties shall be specifically appropriated to the charge created under this Deed and the Borrower shall not sell, transfer, lease out, assign, dispose of or otherwise part with the Hypothecated Properties or any part thereof, or deal with the same or create or suffer any mortgage, charge, lien, hypothecation or other encumbrance on the Hypothecated Properties, without the prior written consent of the Lender. Any charge created by the Borrower on the Hypothecated Properties, in contravention of this Deed, shall be subject to the present charge created in favor of the Lender under this Deed, which shall in all circumstances rank superior to the new charge created by the Borrower on the Hypothecated Properties, in contravention of this Deed.

# FURTHER ASSURANCES

## The Security Interest created herein is in addition to, and independent of, any Security Interest or any other security/ right/ remedy now or at any time hereafter held by or available to the Lender.

## If any amount paid by the Borrower in respect of the hypothecation and charge over the Hypothecated Properties hereby created is held to be void or set aside on the liquidation, winding up, bankruptcy or insolvency of the Borrower, as the case may be or otherwise, then for the purposes of this Deed, such amount shall not be considered to have been paid and the Security Interest created in terms of this Deed shall continue to apply.

## The rights and benefits of the Lender hereunder shall be in addition to and not in derogation of any of its other rights, benefits and privileges under Applicable Law.

## The Borrower hereby declares that the Hypothecated Properties are and will at all times be the absolute property of the Borrower and no Security Interest shall be created except for the charges created and/or to be created hereunder and under other Transaction Documents (as the case may be) and other security permitted to be created in accordance with the terms of the Loan Agreement, with the specific permission of the Lender, be free from any prior Security Interest and as to future goods the same shall likewise be the unencumbered, absolute and disposable property of the Borrower with full power of disposition over the same.

## The Borrower further agrees to (a) make available, on the date hereof, a certified true copy of the board resolution/ authority letter approving the creation of charge over the Hypothecated Properties in favor of the Lender, appointing the authorized signatory(ies) representing the Borrower on its behalf; and (b) register the Security Interest as per the Applicable Law, within such time-period as specified in the Loan Agreement and in case not specifically provided in the Loan Agreement, as per the time-period prescribed under Applicable Law.

## The Borrower irrevocably appoint the Lender and each Receiver to be its attorney with full power of substitution and in their names or otherwise on their behalf to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be desirable or necessary or which the Lender or the Receiver shall think proper or expedient for carrying out any obligations imposed on the Borrower hereunder or for exercising any of the powers hereby conferred in connection with any sale or disposition of any part of the Hypothecated Properties or the exercise of any rights in respect thereof or for giving to the Lender the full benefit of the Security Interest created herein and so that the appointment hereby made shall operate to confer on the Lender and the Receiver authority to do on behalf of the Borrower anything which they can lawfully do as their attorney and without prejudice to the generality of the foregoing, the Borrower have appointed the Lender, inter alia, to:

### execute and do all acts, deeds and things which the Borrower(s) are authorized to execute and do the same under the covenants and provisions herein contained;

### generally, use the name of the Borrower in the exercise of all or any of the powers by these presents or by law conferred on the Lender or any Receiver appointed by the Lender; and

### execute on behalf of the Borrower such documents and deeds as may be necessary to give effect to the provisions of this Deed and for the preservation, enforcement and realization of the Security Interest created hereby.

The Borrower hereby ratifies, confirms and agrees to ratify and confirm any deed, instrument, act or thing which such attorney or substitute may execute or do.

## The Lender and the Receiver shall have full power to delegate any or all of the powers, discretions and authorities conferred on them by this Deed to any person or persons in such manner and subject to such terms and conditions as they deem necessary for the due exercise of their powers hereunder and to revoke or modify the said powers, discretions and authorities granted or to substitute any other person or persons in their place. The Borrower hereby agrees and acknowledges that the powers, discretions and authorities conferred on the Lender and the Receiver shall, without any further act, deed or instrument on the part of the Borrower or the Lender or Receiver, be available and exercisable by such person or persons.

## Nothing herein shall prejudice the rights or remedies of the Lender in respect of any present or future security, guarantee, obligation or decree for any indebtedness or liability of the Borrower towards the Lender.

# Continuing Security

## The Security Interest created hereunder shall be a continuing security and shall remain in full force and effect until all the Outstanding Dues have been paid in full to the satisfaction of the Lender, and confirmed as such by the Lender in writing, notwithstanding any intermediate payment, sharing with any other person, clawback of monies paid, or other matter or thing whatsoever and in particular the intermediate satisfaction by the Borrower of the whole or any part of the Outstanding Dues in accordance with the Loan Agreement and the other Transaction Documents.

## The obligations of the Borrower under this Deed shall not be discharged or impaired by and shall not be affected by any act, omission or circumstances which, but for this provision, might operate to release or otherwise exonerate the Borrower from its obligations under this Deed or affect such obligations, including (but without limitation) and whether or not known to the Borrower and the Lender:

### any forbearance, concession, waiver, release of or granting of any time or any other indulgence to the Borrower or any other person;

### any assertion of, or failure to assert, or delay in asserting, any right, power or remedy against the Borrower or any other person;

### any taking, holding, reviewing, exchanging, varying, releasing, waiving or omitting to take, perfecting or enforcing any rights, remedies or security against or granted by the Borrower or any other person;

### any irregularity, invalidity or unenforceability of any obligation of the Borrower under any Transaction Documents or any Applicable Law (in effect from any date after the date of this Deed) purporting to reduce or otherwise affect any of such obligations;

### any amendment or other modification to any Transaction Document, so that references to any Transaction Document shall include each such amendment or modification;

### any assignment by the Lender to any person of any of its rights under and in accordance with the Transaction Documents;

### any bankruptcy proceeding, winding up, reconstruction of the Borrower or by the takeover of management or nationalisation of the Borrower or other incapacity or lack of power or authority or other circumstance of, or any change in the constitution or identity or loss of identity by the Borrower; and

### any other act, event, neglect, omission or circumstance whatsoever (however caused or arising and whether or not similar to any of the foregoing) which would or might, but for this Clause, operate to impair or discharge the Borrower’s obligation hereunder or otherwise affect the powers or rights of the Lender.

## Nothing herein contained shall be deemed to operate so as to negate, qualify, merge or otherwise prejudice, affect or exclude the Lender’s rights or remedies in respect of any present or future security, guarantee, obligation or decree for the Borrower’s indebtedness or liability to the Lender nor shall it preclude the Lender from enforcing the security created hereunder without enforcing in the first instance any other security furnished by the Borrower to the Lender or to recover the balance at any time remaining due and owing to the Lender under the Transaction Documents or hereunder notwithstanding that the Hypothecated Properties may not have been sold or realized.

## No course of dealing and no failure or delay by the Lender in exercising, in whole or in part, any power, remedy, discretion, authority or other right under this Deed or any other agreement shall waive or impair, or be construed to be a waiver of or an acquiescence in, such or any other power, remedy, discretion, authority or right under this Deed or in any manner preclude its additional or future exercise, nor shall the action of the Lender with respect to any default, or any acquiescence by it therein, affect or impair any right, power or remedy of the Lender with respect to any other default.

# Indemnity

The Borrower hereby agrees to indemnify the Lender and the Receiver, attorney, manager, agent or other person appointed by the Lender (collectively the “Indemnified Parties”) from and against all claims, demands, actions and proceedings, losses, damages, costs, charges and expenses (collectively “the Claims”) that are actually suffered, sustained or incurred by any Indemnified Party in connection with execution of the powers in respect to the protection, defense, perfection and enforcement of the Security Interest hereby created or recovery of any monies hereby secured, and for all suits and proceedings of whatever nature in relation to any of the aforesaid purposes or in which any Indemnified Party may be joined as a party or otherwise involved by reason of existence of the Security Interest in the Hypothecated Property in its favor.

# Costs

## The Borrower shall, upon notice from the Lender pay or reimburse to the Lender all fees for the negotiation, preparation, execution, modification or amendment of or the preservation, protection or release of its rights under these presents and/or any documents or instruments contemplated or in connection with or relating to these presents including, without limitation, travelling expenses and legal fees for drafting and stamping of this Deed or any other document executed pursuant thereto.

## The Borrower shall pay all legal fees, costs, charges and expenses of the external legal counsel of the Lender and all such sums incurred or paid by the Lender in connection with and incidental to or in connection with these presents and incurred in connection with the enforcement of any rights hereunder and/or under any other Transaction Document including any cost incurred in the assertion or defense of the rights of the Lender hereunder and/or any Transaction Documents and/or any cost incurred for the protection and preservation of whole or any part of the Hypothecated Properties and/or any Security Interest created pursuant to the Transaction Documents (as the case may be).

# MISCELLANEOUS:

## Discharges and Releases:

Notwithstanding any discharge, release or settlement from time to time between the Lender and the Borrower, if any discharge or payment in respect of the Outstanding Dues and any amounts paid in relation to the same by the Borrower or any other person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision, law or enactment relating to bankruptcy, insolvency, liquidation, winding up, composition or arrangement for the time being in force or for any other reason, the Lender shall be entitled hereafter to enforce this Deed as if no such discharge, release or settlement had occurred.

## Amendment:

### Subject always to the provisions of the Loan Agreement and other Transaction Documents, the Borrower and the Lender may amend or supplement the terms of this Deed by mutual agreement in writing and duly signed.

## Limitation on Rights of Others:

Nothing in this Deed, whether express or implied, shall be construed to give to any person other than the Lender any legal or equitable right, remedy or claim under or in respect of this Deed, except as expressly provided in this Deed, any covenants, conditions or provisions contained herein or in the Hypothecated Properties, all of which are, and shall be construed to be, for the sole and exclusive benefit of the Lender.

## Severability:

Every provision contained in this Deed shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable in any respect under any law or in any jurisdiction, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby. If there is any inconsistency between (a) the rights and the obligations of the Borrower in relation to the Security Interest created under these presents and (b) the rights and the obligations of the Borrower in relation to Loan Agreement, the provisions of these presents shall be deemed to be modified so that the rights and obligations of the Borrower under these presents are consistent with the rights and obligations of the Borrower under the Loan Agreement. The Borrower doth hereby confirm the provisions of this Clause and undertake that during the subsistence of the security created hereunder by the Borrower in favor of the Lender, the Borrower shall not do or suffer to be done or be party or privy to any act, deed, matter or thing which may, in any manner prejudicially affect the securities and the rights created in favor of the Lender in relation to the Hypothecated Properties.

## Notices:

### All notices or other communications under this Deed or the Transaction Documents shall be given by the Borrower to the Lender in writing at the addresses specified in the Schedule hereto. Such notice, demand, request or other communication shall be deemed to have been duly given or made when it shall be (a) delivered personally; or (b) sent by facsimile; or (c) sent by registered mail with acknowledgment due, postage prepaid or courier; or (d) sent by email.

### Any communication or document made or delivered by one person to another under or in connection with this Deed or the Transaction Documents will be effective: (a) if delivered personally, on delivery; or (b) if by way of facsimile, when received in legible form; or (c) if by way of registered mail/courier, the date of receipt of such registered mail/courier (as demonstrated by the acknowledgment); or (d) if by way of email, as soon as the email leaves the system of the sender to be transmitted to the addressee.

### Any notice given or communication made under this Deed must be in English Language.

## Governing Law:

This Deed and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with the laws of India.

## Jurisdiction:

### The courts of Ahmedabad shall have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including any dispute relating to any non-contractual obligation arising from or in connection with this Deed and any dispute regarding the existence, validity or termination of this Deed) (a “Dispute”).

### Parties agree that the courts of Ahmedabad are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

### Clause 11.7 of this Deed is for the benefit of the Lender only. As a result, the Borrower shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

**SCHEDULE**

|  |  |  |
| --- | --- | --- |
| S. No. | Details | Particulars |
| Agreement Details | | |
|  | Date of Deed of Hypothecation | {{ format\_date(agreement\_date, format='dd/MM/yyyy') }} |
|  | Place of Execution | {{ execution\_place }} |
| Details of Borrower | | |
|  | Name of the Borrower(s) | {% if company\_type\_of\_borrower == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %} |
|  | Constitution of the Borrower(s) | {{ company\_type\_of\_borrower }} |
|  | PAN/TAN/CIN/LLPIN of the Borrower(s) | {{ borrower\_pan\_or\_tan\_or\_cin }} |
|  | Address of the Borrower(s) | {{ borrower.address.on\_one\_line() }} |
|  | 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 %} |
| Details of Loan Agreement/Sanction Letter | | |
|  | Date of Loan Agreement | {{ format\_date(agreement\_date, format='dd/MM/yyyy') }} |
|  | Date of Sanction Letter | {{ format\_date(loan\_date\_of\_sanction\_letter, format='dd/MM/yyyy') }} |
|  | Amount of Loan | Rs. {{ loan\_amount }}(Rupees {{ loan\_amount\_in\_words | title }} only) |
| Description of Hypothecated Properties | | |
|  | {{ des\_of\_hypthecated\_properties }} | |

In WITNESS WHEREOF, the Parties hereto have caused this Deed to be executed on the day, month and year as mentioned in the Schedule.

**SIGNED AND DELIVERED BY WITHIN NAMED BORROWER/ CO-BORROWER / GUARANTOR**

If **Company**, by its Authorized Signatory OR If **Limited Liability Partnership**, by its Designated Partner and Authorized Signatory OR If **Partnership Firm**, by its Designated Partner and Authorized Signatory OR If **HUF**, through its Karta Or If **Individual**, by the individual Borrower; AND by the **Co-Borrower** (if applicable):

|  |  |
| --- | --- |
|  | 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 %} |

**AND SIGNED AND DELIVERED BY THE WITHIN NAMED LENDER**,

|  |  |
| --- | --- |
|  | Authorised official’s Name: {{ ratnaafin\_official\_name }}  Authorised official’s Signature: |

{% endif %}