

GENERAL TERMS AND CONDITIONS

The Facility / Facilities granted / to be granted by the Lender to the Borrower shall be subject the terms and conditions set out herein, in addition to the terms and conditions set out in the Loan Agreement (as defined below) and the other Facility Documents. The Borrower and the Security Provider agree to abide by all the terms and conditions set out herein, in the Loan Agreement and the other Facility Documents.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In addition to the terms defined elsewhere in these General Terms and Conditions, capitalised terms defined herein below shall, unless repugnant to the context or meaning thereof, have the following meaning:

"Affiliate" or **"Associate"** shall mean, in relation to any Person, any entity Controlled, directly or indirectly, by that Person, any entity that Controls, directly or indirectly, that Person, or any entity under common Control with that Person or, in the case of a natural Person, any Relative of such Person.

"Applicable Law" shall mean any statute, regulation, notification, circular, ordinance, requirement, direction, guideline, announcement or other binding action or any other requirement of an Authority, which has the force of law in India.

"Authorisations" shall mean all approvals, authorisations, concessions, consents, permits, licenses and all rights granted by, and all filings, registrations, stampings and agreements with, any Person (including any Authority).

"Business Day" shall mean a day (other than a Saturday or Sunday or a public holiday as defined under Section 25 of the Negotiable Instruments Act, 1881) on which banks are open for business in Mumbai or the place where the Loan Agreement is executed.

"Control" means, as applied to any Person, the power or right to, directly or indirectly (i) direct or cause the direction of the management of that Person, (ii) direct or cause the direction of the policy decisions exercisable by that Person, or (iii) nominate for appointment the majority of the directors on the board of directors of that Person, by virtue of ownership of voting securities or management rights or contract or in any other manner. The terms "Control", "Controlled" and "Controlling" are to be construed accordingly.

"Event of Default" shall mean each or any of the events as set out in Clause 23.1 below.

"Haircut" shall mean application of such percentage, as may be decided by the Lender in its sole and absolute discretion from time to time, to the Value of Security for the purpose of reducing its value.

"Indebtedness of the Borrower" shall mean any Financial Indebtedness of the Borrower or any Associate of the Borrower or any Person related to the Borrower, to the Lender and/or to any Associate of the Lender.

"Financial Indebtedness" shall mean any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) liabilities contracted including, but not limited to, any amount payable to any stock broker on account of margin requirement, delivery/settlement obligations, loss(es) incurred / suffered in respect of trades/transactions executed on the floor of any of the stock exchanges;
- (c) any amount availed of by acceptance of any credit facility;
- (d) any amount raised pursuant to the issuance of any notes, bonds, redeemable shares, debentures, loan stock or any other similar securities or instruments;
- (e) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (f) the amount of any liability under an advance or deferred purchase agreement if one of the primary reasons behind the entry into such agreement is to raise finance;
- (g) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (f) above.

"Interest" shall have the meaning ascribed to the term under Clause 10 below.

"Loan Account" shall have the meaning ascribed to the term under Clause 3 below.

“Loan Agreement” shall mean the master loan agreement / loan agreement entered into between the Borrower and the Lender pursuant to which the Borrower has been sanctioned the Facility / Facilities by the Lender together with the Schedule of Terms executed between the Borrower and the Lender, the annexures, exhibits and attachments thereto, as amended from time to time.

“Margin” shall mean the difference between the Value of Securities under each Facility and the Facility Balance (in absolute terms). In percentage terms, the Margin shall be calculated as follows:

Margin (as a percentage of the Value of the Securities) = $[(y-x)/y] \times 100$.

Where:

“x” = the Facility Balance

“y” = the Value of the Securities held by the Lender under such Facility

For purposes of the Loan Agreement and the Facility Documents, calculation of the Margin shall be made in percentage terms.

“Material Adverse Change” shall mean any set of circumstances or events, which in the sole opinion of the Lender, has, or may be expected to have, a Material Adverse Effect.

“Material Adverse Effect” shall mean any (a) event, occurrence, fact, condition, change, development or effect, pending or threatened litigation, investigation or proceeding, that is or may be materially adverse to the Securities, business, operations, prospects, results of operations, condition (financial or otherwise and including any material increase in provisions), properties (including intangible properties), assets (including intangible assets) or liabilities of the Borrower or any Security Provider, or (b) material impairment of the ability of the Borrower or to perform its obligations hereunder or under any Facility Document or (c) material adverse effect on the legality, validity, binding nature or enforceability of any of the Facility Documents.

Non-Performing Asset (NPA): Loan Account, in which loan amount and/ or interest has remained overdue for a period of three months or more

“Person related to the Borrower” shall mean the Relatives of the Borrower, any hindu undivided family (“HUF”) wherein the Borrower is either karta or a co-parcener and/or any Person acknowledged in writing by the Borrower as his / her / its related person.

“Pledge Creation Documents” shall mean (i) copies of the Pledge Form(s) filed / which shall be filed with the depository participant for the creation of the pledge over the Securities and confirming the availability of the Securities for pledge; (ii) the intimation received / to be received from the depository participant confirming the creation and the noting of the pledge over the Securities, in favour of the Lender and the transfer of the Securities from the “free balances” to the “pledged balances”; (iii) pass book, certified copy of the statement of accounts in respect of the Securities, issued / to be issued by the depository participant together with letters from the depository participant confirming the holding of the Securities; and (iv) power of attorney executed by the relevant pledgor as may be required by the Lender, to deal with the Securities, in a form and manner acceptable to the Lender.

“Pledge Form” shall mean the form(s) filed / to be filed with the depository participant for the creation of the pledge over the Securities, as per the Depositories Act, 1996 and the regulations and bye laws issued thereunder, which includes the form prescribed under Annexure W of the business rules of the relevant depository (or any form analogous to Annexure W as prescribed by the relevant depository) or such other form which substitutes / replaces the form prescribed under Annexure W for the purpose of creation and/or invocation of pledge over the Securities.

“Potential Event of Default” shall mean an event which, in the sole opinion of the Lender, with the giving of notice (whether or not notice is actually given), lapse of time, fulfillment or non-fulfillment of any condition or any combination of the conditions, would be likely to become an Event of Default.

“Relatives” shall mean (a) father, (b) mother (including step-mother), (c) son (including step-son), (d) son's wife, (e) daughter (including step-daughter), (f) father's father, (g) father's mother, (h) mother's mother, (i) mother's father, (j) son's son, (k) son's son's wife, (l) son's daughter, (m) son's daughter's husband, (n) daughter's husband, (o) daughter's son, (p) daughter's son's wife, (q) daughter's daughter, (r) daughter's daughter's husband, (s) brother (including step-brothers), (t) brother's wife, (u) sister (including step-sister) and/or (v) sister's husband.

Special Mention Account (SMA): When there is any overdue in the Loan Account, it is identified as SMA before the Loan Account turns into an NPA

“Stock Broker” shall mean any stock broker as may be mutually agreed upon by the Lender and the Borrower from time to time.

“Value of Security” shall mean:

- (a) where Securities are traded on BSE Limited (“BSE”) or the National Stock Exchange of India Ltd. (“NSE”), the closing price of the Security on last traded day on BSE or NSE, whichever is lower;
- (b) where Securities are units of mutual fund, the net asset value (“NAV”) declared by the mutual fund;

- (c) where Securities are bank fixed deposit receipt, the amount invested or deposited;
- (d) where Securities are bank guarantee, amount of guarantee given by the banker;
- (e) where Securities are securities applied for in public offering by body(ies) corporate, application/ subscription monies paid to the issuer / body(ies) corporate;
- (f) where Securities are units of real estate fund, venture capital fund, private equity fund, alternate investment fund, etc., the value of such Security shall be as determined by the Lender from time to time;
- (g) where Securities are not traded on the BSE and/or the NSE, the value determined by the Lender at its sole discretion from time to time;
- (h) where securities are not forming part of Securities approved by the Lender from time to time, the value of such security shall be nil;
- (i) where Securities exceed the limits determined as per Clause 29.1 to Clause 29.3, either in terms of quantity or otherwise, as decided by the Lender in its sole discretion from time to time, value of such excess Securities shall be nil or as may be decided by the Lender from time to time;
- (j) where Securities are derivatives instruments, value of such Securities shall be nil.

Further, the value of Securities as determined above shall be further reduced by applying such Haircut {as specified under Clause 29.5} by the Lender from time to time in its sole and absolute discretion for the purpose of determining the level of Margin or otherwise and the expression **Value of Securities** shall mean collectively the aggregate of the Value of Security in respect of each Facility.

1.2 Interpretation

In these General Terms and Conditions, unless the context otherwise requires:

- (a) capitalized terms used but not defined herein shall have the same meaning as set out in the Loan Agreement or other Facility Documents, as applicable;
- (b) words denoting the singular number shall include the plural and vice versa;
- (c) the pronouns "he", "she", "it" and "their" cognate variations are used as inter changeable and should be interpreted in accordance with the context;
- (d) references to male gender shall include reference to the female gender and vice versa;
- (e) a reference to agreement / document / undertaking / deed / instrument / indenture / writing includes all amendments made thereto from time to time as also all schedules, annexures and appendices thereto; an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly;
- (f) words denoting a Person shall include an individual, corporation, company, partnership, trust or other entity; provided however that Clauses specifically applicable to a company or body corporate shall not apply to any other entity;
- (g) heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (h) references to the word "include" or "including" shall be construed without limitation;
- (i) recitals and Schedules to the Loan Agreement shall form an integral part thereof;
- (j) unless the context otherwise requires, those provisions contained in these General Terms and Conditions which relate to any subject matter of which there are more than one shall apply severally to each;
- (k) unless the context otherwise requires, where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;
- (l) references to any statute or statutory provision or order or regulation made herein shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof;
- (m) when there is more than one Borrower or Security Provider, the term "Borrower" and "Security Provider" shall be construed as "Borrowers" and "Security Providers", or any one of them, as the context may require, and the grammar and construction of every concerned sentence shall be deemed to be appropriately amended so as to indicate more than one Borrower / Security Provider or any one of them.

2. FACILITY

- 2.1 The Lender agrees to lend and the Borrower agrees to borrow the amounts comprised in a Facility and specified in the Schedule of Terms executed between the Borrower and Lender from time to time.
- 2.2 The Borrower agrees that the Facility shall be in such form and nature and for such purposes as more particularly set out in the relevant Schedule of Terms.
- 2.3 Upon execution of a Schedule of Terms, the terms and conditions of the Loan Agreement together with the Facility Documents shall govern the terms and conditions of the respective Facility sanctioned to the Borrower.
- 2.4 The Borrower shall also execute a Power of Attorney(s) in favor of the Lender in the form and substance acceptable to the Lender, as a pre-condition for the grant of any Facility by the Lender.

3. LOAN ACCOUNT

- 3.1 The Lender shall, at its discretion, maintain one or more loan account(s) in the name of the Borrower showing, inter-alia, the Facility / Facilities disbursed, the Margin paid by the Borrower from time to time and the Interest and the other amounts chargeable to the Borrower on the outstanding Facility Balance ("**Loan Account**").
- 3.2 The Borrower agrees and acknowledges that all the amounts previously drawn and outstanding together with amounts proposed to be drawn shall not exceed the Facility limit sanctioned by the Lender. Within the said limits, whenever any amount is disbursed by the Lender to fund the transactions of the Borrower based on the details of trades or contract notes or the statement of account received by it, the Lender shall construe this as loan requested by the Borrower and the Borrower shall accept the same. However, the Lender shall not be obliged to disburse the Facility unless the Borrower shall have deposited the Securities, created and perfected the Collateral, executed all the Facility Documents and have fulfilled all other conditions as may be prescribed by the Lender.
4. It is also agreed by the Borrower that in the event the Lender decides not to make the Disbursement to the Borrower or reduce the amount of Facility, the Lender shall not be required to provide any reasons therefore nor shall the Lender be liable for any damages to the Borrower by reason of the Lender's refusal to make the Disbursement to the Borrower or its decision to reduce the amount of Facility.
5. Any Disbursement of any Facility shall be subject to compliance with the following requirements by the Borrower:
 - (a) the Borrower having deposited with the Lender required amount of funds for fulfilling the Margin requirements as may be decided by the Lender from time to time, or at the discretion of and if acceptable to the Lender, the Borrower may deposit adequate value of Securities for fulfilling the Margin requirements as may be decided by the Lender from time to time;
 - (b) the Borrower shall not have breached any of the terms and conditions of the Facility Documents and/or the respective Schedule of Terms;
 - (c) the Borrower shall have fulfilled the conditions precedent in respect of the relevant Facility;
 - (d) the Borrower shall have created the Collateral (including the pledge / charge / lien over the Securities) / shall forthwith upon acquiring the Securities create the Collateral over the same in favour of the Lender;
 - (e) the Borrower shall have complied with all the requirements and documentation in respect of any previous Facility sanctioned by the Lender and obligations undertaken by it.

6. COLLATERAL

- 6.1 The Loan Balance and all the obligations of the Borrower under the Facility Documents shall be secured by the Collateral. In order to secure the due payment / repayment by the Borrower to the Lender of the Loan Balance and the performance by the Borrower of its obligations under the Facility Documents, the Borrower and/or the Security Provider, inter-alia, have transferred / pledged / charged / Encumbered / lien marked the Securities and/or shall transfer / pledge / charge / Encumber / mark a lien over the Securities in favour of the Lender by:
 - (a) having delivered and/or hereafter delivering to the Lender, as and by way of pledge, the certificate / documents / receipts of title together with duly executed transfer deeds in respect of such Securities, which are in physical form; or marking a lien / charge on the Securities as the case may be;
 - (b) filing with the concerned depository / depository participant, fund house and/or registrar and transfer agent, the Pledge Creation Documents or lien / charge creation documents in relation to the Securities and undertaking such other acts, deeds and things, and executing such documents and forms as may be required under the provisions of the Depositories Act, 1996 and regulations made thereunder and other rules, regulations and bye laws of the concerned depository for marking a first ranking and exclusive pledge over the Securities; and/or
 - (c) doing such acts, deeds and executing such documents as may be required under the provisions of the Depositories Act, 1996, regulations made thereunder and other rules, regulations and bye laws of the concerned depository for transferring Securities to the Lender's depository participant account or the Borrower's depository participant account in which the Lender holds the Power of Attorney or such other depository participant account of the Borrower as may be specified / designated by the Lender from time to time or for creating a pledge in favour of the Lender in respect of such dematerialized Securities from time to time.

7. MARGIN

- 7.1 With a view to secure the Facility Balance, the Borrower agrees to furnish Margin in the form of funds and/or by providing the Securities. The Lender may require the Borrower to maintain or cause to maintain with the Lender, at all times, a Margin of such percentage as is stipulated in the Schedule of Terms of the respective Facility. The Lender may calculate the Margin separately for each Facility or collectively for all the Facilities. The computation of the value of the Securities for the purpose of Margin calculation shall be done as per the definition of "Value of Securities".

Provided that (a) where, in the sole opinion of the Lender, a concentrated position has been reached in any particular Security either at the Lender level or at the Borrower level, the Lender shall be entitled to increase the rate of Margin, or (b) the Lender may, at its sole discretion, revise the rate of Margin by sending a notice to the Borrower specifying the change in the rate of Margin and specifying the revised rate of Margin (which notice may also be in the form of the daily statement sent by the Lender to the Borrower from time to time).

- 7.2 In the event the Lender increases the rate of Margin, the Borrower agrees and undertakes to pay the Margin at such revised rate on and from the date of receipt of such notice (in the form of statements or otherwise). The Borrower further agrees that the Lender's decision to revise the rate of Margin shall be final and binding on the Borrower and the Lender shall not be required to assign any reasons for the same.
- 7.3 In case of an employee stock option scheme ("ESOS"), the Facility shall be an unsecured loan till the time the Securities subscribed by the Borrower pursuant to exercise of stock options under ESOS are allotted to him/her. Subsequent to allotment and listing of the said Securities for trading, the Facility will become a secured loan, secured against the said Securities and the Borrower shall comply with the Margin requirements as stipulated by the Lender. The Borrower further confirms that within 5 (Five) Business Days from the date of listing of the said Securities, he/she shall meet the stipulated Margin requirement, failing which the Lender shall have an irrevocable right to liquidate the Securities either in part or in full to bring the outstanding Facility Balance within the required Margin requirement. The manner, price and mode of liquidation of the Securities shall be as decided by the Lender at its sole and absolute discretion and without giving any notice to the Borrower. The Borrower agrees and undertakes not to raise any dispute as to the manner, mode and the price at which the Securities are sold by the Lender.
- 7.4 Notwithstanding that no Event of Default has occurred, the Lender will also have the option to sell / redeem / transfer any portion of any of the Securities and apply the amount realized towards repayment of the Loan Balance, so as to maintain the Margin referred to in this Clause and in the Schedule of Terms.

8. ADDITIONAL COLLATERAL

In the event that the Value of the Securities for any reason falls or is anticipated to fall, or circumstances arise or are likely to arise which may in the sole opinion of the Lender jeopardize its interest and expose it or is likely to expose it to any financial loss or damage, the Lender shall be entitled in its sole and absolute discretion, and without prejudice to its other rights and remedies under the Facility Documents or under Applicable Law, to require the Borrower by notice to provide additional Collateral, inter-alia, by way of delivery of further Securities as Collateral, being Securities acceptable to the Lender or any other security as mutually agreed upon between the Borrower and the Lender, and the Borrower undertakes that before the beginning of the trading session of the stock exchanges on the succeeding day or within such time as the Lender may permit, to make up the difference either by payment of requisite amount to the Lender or by causing the delivery of additional Securities, acceptable to the Lender, of the value necessary to make up the difference. The Borrower shall also execute and submit to the Lender, such documents for creation of the Collateral / security.

9. RIGHT OF IMMEDIATE SALE

- 9.1 Notwithstanding anything contained in Clause 8 above, if the Margin falls to the percentage specified in the Schedule of Terms or below, or the circumstances referred to in Clause 8 above arise or are likely to arise, then and in such case, the Lender shall be entitled, and is hereby authorized by the Borrower, to immediately and without any reference or intimation to the Borrower, liquidate all or any of the Securities by sale or otherwise and forthwith transfer / appropriate the proceeds from such sale towards satisfaction of the Loan Balance. In the event the Lender is unable to liquidate the Securities by sale on the stock exchanges or by repurchase by the mutual fund, as the case may be, for any reason, the Lender is hereby empowered to dispose of the Securities by way of an "off-market transaction" (disposal through a private sale) at any consideration.
- 9.2 All the costs incurred by the Lender for this purpose shall be recovered from and paid by the Borrower on demand. The Borrower agrees and confirms that the Lender shall not be liable for any loss arising due to such sale or transfer of the Securities.

10. INTEREST AND DEFAULT INTEREST

- 10.1 The Borrower shall be liable to pay interest, from the date of disbursement / drawal(s) of the Facility, on the Facility Balance as at the end of each day at the rate specified under the Schedule of Terms ("**Interest**"). The Interest, at the option of the Lender, shall be either payable upfront or periodically or at the time of repayment of the Facility Balance or partly by any of the aforesaid methods of payment in the manner specified under the Schedule of Terms. Interest Tax, as applicable, shall be payable by the Borrower. On default of payment of any Interest as stated above, the Lender shall be entitled to capitalise the amount of Interest by debiting the same to the Loan Account and the same shall be added to the Facility Balance and Lender shall charge Interest thereon as if such amount was an additional loan disbursed by it to the Borrower at the same rate of Interest.

10.2 The Borrower covenants with the Lender that in case of default in repayment of the Facility Balance (or part thereof), the Borrower shall be liable to pay default interest (by way of liquidated damages) at the rate of 18% p.a. (over and above the applicable rate of Interest) calculated on overdue amount of the Facility Balance ("Default Interest"). The Default Interest shall be in addition to the Interest stipulated as above and shall be compounded with monthly rests.

- 10.3 The Borrower acknowledges that the rate(s) of Interest and of Default Interest agreed to be paid by the Borrower are reasonable and the rates of Default Interest represent genuine pre-estimates of loss expected to be incurred by the Lender due to the non-payment of dues by the Borrower. The Borrower further acknowledges that the Facility is a commercial transaction and specifically waives any defense under usury or other laws relating to restricting interest.
- 10.4 The Lender shall, at its sole discretion, be entitled to alter at any time and from time to time the rate of Interest, Default Interest and/or periodicity of charging Interest by sending to the Borrower, 7 (Seven) days' notice of its decision to alter the rates of Interest, Default Interest and/or periodicity of charging Interest. The Borrower hereby agrees and undertakes to pay Interest / Default Interest thereafter at such altered rates and/or within such altered periodicity from the date of completion of the notice period of 7 (Seven) days or such other future date as may be specified in the notice by the Lender.

The rate of Interest, Default Interest and/or periodicity of charging Interest or any other charges shall be effective prospectively

11. STAMP DUTY AND OTHER DUES

- 11.1 The Borrower agrees that he/she/it shall be liable to pay the stamp duty, registration charges and all other charges required to be paid on the execution of the Loan Agreement and all other Facility Documents required to be executed by the Borrower, the Security Provider and/or the Lender in pursuance of the grant of the Facility. Further, the Borrower agrees to pay the additional stamp duty, registration charges and other charges, if any, on the Loan Agreement and other Facility Documents in case the said documents are brought in any state other than the state where the documents are executed. Notwithstanding the above, if the Lender pays the said stamp duties, registration and other charges on behalf of the Borrower and/or the Security Provider, the Borrower hereby agrees to reimburse the same to the Lender within 3 (Three) days from the date of the demand by the Lender on the Borrower.
- 11.2 The Borrower also agrees and undertakes to pay to the Lender or any of its Associate, loan processing charges, service charges, if any, specified in Schedule of Terms, all expenses and charges incurred by the Lender in relation to the Loan Agreement and the Collateral envisaged herein including bank charges, entry loads, exit loads and other loads (by whatever name called), document charges, legal fees, holding costs, charges of dematerialization including all the charges payable to the depository participant for opening and operating a depository account, dematerializing shares, rematerializing shares, expenses for invoking pledge, registration charges, court fees and all other expenses for enforcement of its right under Clause 12.4 below or of dues under this Clause or Default Interest under Clause 10 above, including the costs of enforcement, sale, realization, attempted enforcement or which are incurred in any other manner whatsoever by the Lender or any of its Associates in pursuance of the Facility Documents and these expenses and charges shall be regarded as and shall constitute dues from the Borrower to the Lender and shall form part of the Facility Balance. The Borrower shall pay such dues within 3 (Three) days from the date of demand made by the Lender from the Borrower.
- 11.3 The Borrower hereby empowers and authorizes the Lender to recover the aforesaid dues from the Borrower by posting a debit to the Loan Account of the Borrower with the Lender or by deduction and/or appropriation made from any amount payable by the Lender to the Borrower whether under or pursuant to the Facility Documents or otherwise on any account whatsoever.

12. REPAYMENT

- 12.1 Notwithstanding anything contained herein, in the event of a demand loan, the Lender shall have the right to demand the repayment of any or all such Facility / Facilities (along with the relevant Facility Balance(s)), without assigning any reason and the Borrower hereby acknowledges that any amount drawn under such Facility / Facilities shall be repayable on demand at the sole discretion of the Lender. Upon such demand by the Lender, the Borrower undertakes to repay the Loan (or such part thereof as demanded by the Lender together with the amount of the Loan Balance, as required by the Lender) forthwith on demand by the Lender.

- 12.2 Without prejudice to the foregoing and to any other provisions of the Facility Documents, the Borrower shall additionally provide to the Lender a promissory note payable on demand in respect of each Facility, which shall form a part of the Collateral Documents, prior to any Disbursement in respect of such Facility. It is hereby clarified that the recourse of the Lender under any such promissory note shall be to the extent of the respective Facility Balance at the time of any demand being made by the Lender under / in respect of such promissory note.
- 12.3 Without prejudice to the foregoing, the Borrower undertakes to repay to the Lender on the date more particularly specified in the Schedule of Terms ("**Due Date**") the entire Facility Balance (then outstanding) in respect of the particular Facility, whether or not the repayment is demanded by the Lender. Provided that the Lender shall have the right to review the Facility and the credit worthiness of the Borrower 15 (Fifteen) days prior to the respective Due Date of each Facility ("**Review Date**"). Pursuant to the review on the Review Date, the Lender may, at its sole discretion, dispense with the requirement of the Borrower to repay Facility or any part thereof on the Due Date and shall renew the Facility on such terms as deemed fit by the Lender. Any failure by the Borrower to repay / pay the entire Facility Balance (then outstanding) to the Lender on the relevant Due Date if not renewed by the Lender shall entitle the Lender (without prejudice to any other rights or remedies of the Lender under Applicable Law and/or the Facility Documents), after providing reasonable notice to the Borrower, to sell the Securities comprising the Collateral through any stock broker (which may be an Associate of the Lender) either in its own name or in the name of the Borrower (whether acting under the Power of Attorney referred to in Clause 20 below or otherwise) and utilize the sale proceeds in the manner provided in Clause 15 below.
- 12.4 Without prejudice to any other provisions of the Facility Documents, the Borrower hereby irrevocably constitutes the Lender as its agent, acting in pursuance of the Power of Attorney envisaged in Clause 20 below, to sell or otherwise transfer, on demand of repayment of the Facility Balance or Loan Balance by the Lender, all or any Collateral held by the Lender in pursuance of Clause 6 above, through the Stock Broker or through any other means or Person whatsoever, and apply the proceeds there from towards repayment of the Facility Balance or Loan Balance to the Lender.
- 12.5 Without prejudice to any other provisions of the Facility Documents, in case of a Facility granted to the Borrower by the Lender for the purposes of acquisition of Securities through book building or public offer or open offer or private placement, on the very date on which refund, if any, is received from the issuer/acquirer into the designated bank account of the Borrower, the Lender shall be deemed to have demanded payment / repayment of the amounts comprising the Facility Balance(s) and, accordingly the Lender shall be entitled to exercise its rights under Clause 20 below to operate the designated bank account of the Borrower, and apply the amount lying to the credit of such designated bank account towards payment / repayment of the Facility Balance(s) / Loan Balance or any part thereof, as the Lender in its sole discretion deems fit.
- 12.6 Any and all payments and prepayments of the amounts payable by the Borrower under the Facility Documents shall be made by the Borrower to the Lender by credit to accounts to be designated by the Lender not later than 1:00 p.m. on the relevant Business Day. Any payment made after such time on the relevant Business Day shall be deemed to have been made on the next succeeding Business Day.

13. ARRANGEMENT

- 13.1 The Borrower shall be entitled to sell / transfer / redeem, as the case may be, the Securities forming part of the Collateral or any part thereof without obtaining written consent of the Lender, provided such sale / transfer / redemption is carried out through the Stock Broker. The Lender may decide to deliver the Securities at its sole discretion upon such sale / transfer / redemption. The proceeds realised by the Borrower upon such sale / transfer / redemption shall be appropriated by the Lender in the manner set out in Clause 15 below and the Borrower shall not to make any claim or demand for such sale proceeds.

Provided that in the event the Borrower sells Securities bought by him prior to receipt of its delivery from the Stock Broker, if the said delivery fails to materialize, the losses / costs arising due to auctions / close out by the stock exchange shall be borne solely by the Borrower and he / she / it hereby agrees to accept the same.

- 13.2 The Borrower shall be entitled, at any time during which the Loan is outstanding, to prepay the entire Loan Balance or part thereof by giving a notice in writing to the Lender at least 2 (Two) Business Days in advance ("**Voluntary Prepayment**"), and on payment of prepayment charges calculated at **2% on the Voluntary Prepayment amount** or at such other rate as may be specified by the Lender from time to time ("**Prepayment Charges**"). No such Prepayment Charges shall be applicable where the Facility is provided for the purpose of working capital/line of credit for secondary market purchase of Securities on the floor of the stock exchanges. Upon Voluntary Prepayment, the Loan Balance shall stand automatically reduced to the extent.
- 13.3 The Borrower hereby further agrees and undertakes to transfer the Securities, if any, purchased from such sale proceeds and to be received by him from the Stock Broker to the DP Account designated by the Lender.
- 13.4 Prior to the Due Date, if at any time the Borrower repays the Facility Balance either in part or full, out of the sale proceeds of Securities sold or by funding the Loan Account, the Borrower shall be entitled to draw down the amount again, maximum up to the amount sanctioned under the Facility.

14. POST DATED CHEQUES / UNDATED CHEQUES

The Borrower shall, if so required by the Lender, deliver to the Lender, post-dated / undated cheques drawn in its favor towards the due repayment of the each Facility Balance. Such cheques shall be deemed to have been given for adequate consideration already received by the Borrower but shall not absolve the Borrower from his/her/its liability to pay the dues hereunder until the said cheques are duly realized by the Lender. The Borrower declares and undertakes to maintain adequate balance for realization of the cheques when presented by the Lender for payment. The Borrower hereby further declares and undertakes not to close the bank account(s) from which the said post-dated / undated cheques have been issued or issue any communication to the relevant bank / Lender for stopping or postponing the presentment of the said cheques and the said bank / Lender is not bound to take notice of any such communication and which, if issued by the Borrower, will be regarded as a dishonour of the cheques issued by him/her/it. The Borrower agrees that if any amounts are outstanding for payment by him under the Facility Documents to the Lender which may not only be for the Facility Balance but also on account of Indebtedness of the Borrower, the Lender shall be entitled to encash the post dated / undated cheques delivered with it for the satisfaction of such outstanding amounts notwithstanding that such post dated / undated cheques were deposited for repayment of the Facility Balance and the Borrower shall continue to remain indebted to the Lender for the Facility Balance.

15. APPROPRIATION UNDER FACILITIES

- 15.1 Any repayment by the Borrower or any amounts realized from the sale of the Collateral or any amounts standing to the credit of the Borrower in respect of any Facility shall be appropriated / adjusted by the Lender and/or its Associates in such manner as the Lender deems fit in the Lender's sole discretion.
- 15.2 Further, notwithstanding the payment / repayment of the Facility Balance under one or more Facility, the Lender shall always have the power to sell / transfer or otherwise dispose of or enforce any and all the Collateral in respect of any other Facility Balance, and appropriate the proceeds thereof towards satisfaction of any amounts due to the Lender on account of the Loan Balance under this Agreement.

16. SET-OFF AND CROSS COLLATERALIZATION

- 16.1 Without prejudice to the provisions of Clause 15 above, the Borrower hereby agrees, declares and confirms that the Lender may, in its sole and absolute discretion, appropriate any payments made by the Borrower towards payment due by the Borrower under the Facility Documents or another agreement or transactions entered into or to be entered into by the Borrower and/or towards any other Indebtedness of the Borrower, whether in the books of the Lender or any of its Associates and such appropriation shall be final and binding upon the Borrower, who shall continue to remain indebted to the Lender for payment of dues under the Facility Documents in respect of which such sums of money were so paid but were appropriated towards another agreement or transactions entered into by the Borrower or towards another Indebtedness of the Borrower, whether in the books of the Lender or any of its Associates.
- 16.2 The Borrower further agrees warrants, undertakes and covenants that the Collateral offered in respect of the Facility Documents shall be deemed to be a continuing security in respect of Indebtedness of the Borrower under this Agreement or in respect of any other loan(s) facility(es) obtained/ to be obtained by the Borrower from the Lender or Affiliate of the Lender and shall not be discharged/released till such time the Indebtedness of the Borrower is fully discharged to the satisfaction of the Lender.
- 16.3 In addition, notwithstanding the amount of Loan Balance, the Borrower agrees, consents, warrants and covenants that any Collateral, security, charge, pledge or lien provided or furnished by the Borrower under any other agreement entered into or to be entered into between the Borrower and the Lender or any Affiliate / Associates of the Lender shall be deemed to be the Collateral, security, charge, pledge or lien under the Facility Documents and the Lender shall be entitled to enforce, sell, transfer, liquidate and/or otherwise dispose of the Collateral, security, charge, pledge or lien and appropriate the proceeds thereunder towards the Indebtedness of the Borrower.

17. REINSTATEMENT / RENEWAL OF FACILITIES ON REPAYMENT

- 17.1 Without prejudice to any other provisions of the Facility Documents, if the Borrower performs all his / her / its obligations under the Facility Documents (including applying proceeds from Securities sold by the Borrower through the Stock Broker towards partial or full repayment of the respective Facility Balance), unless otherwise decided by the Lender at its sole discretion or unless the Loan Agreement is terminated by the Lender, the Facility sanctioned in pursuance of the Loan Agreement, other than a Facility in respect of financing of acquisition of securities, shall stand renewed upon full payment / repayment of the relevant Facility Balance.
- 17.2 Such renewal shall be on the same terms and conditions as are set out in the Schedule of Terms executed between the Lender and the Borrower in respect of the repaid Facility or such terms as may be agreed between the Lender and the Borrower, and the Lender and the Borrower shall be deemed to have re-executed the said Schedule of Terms once again on the date immediately succeeding the date of full repayment of the relevant Facility Balance.

- 17.3 In case of short term loan, if the Borrower wishes to rollover the Facility, he/she will have to provide an advance written notice of 1 (One) month prior to the Due Date for repayment of the Facility indicating his / her / its intention to rollover the Facility for the further tenure of 12 (Twelve) months. Maximum 2 (Two) rollover shall be permissible. Notwithstanding anything contained herein, the Lender reserves the right to rollover the Facility at its sole discretion and subject to such terms and conditions including but not limited to rate of interest, Margin and such other terms and conditions as it may deem fit in its sole discretion.

18. PLEDGE AND OTHER PROVISIONS RELATING TO COLLATERAL

18.1 Pledge and agreement to create pledge

- (a) The Borrower hereby undertakes to create a first and exclusive pledge over the Securities by execution of the Pledge Form and the Pledge Creation Documents as well as any and all documents required to create a valid, binding and enforceable pledge of Securities, and thereafter delivering to the Lender, as and by way of pledge, the certificate / documents of title together with the Pledge Creation Documents in respect of such Securities and filing the Pledge Form with the depository participant, prior to availing the relevant Disbursement.
- (b) In case of Securities Funded, the Borrower hereby undertakes to create a first and exclusive pledge over Securities Funded forth with upon acquisition of such Securities, by execution of the Pledge Form and the Pledge Creation Documents as well as any and all documents required to create a valid, binding and enforceable pledge of Securities, and thereafter delivering to the Lender, as and by way of pledge, the certificate / documents of title together with the Pledge Creation Documents in respect of such Securities and filing the Pledge Form with the depository participant, also within the Pledge Creation Period.

Provided that the Borrower hereby acknowledges, declares and confirms that the Lender shall be entitled to and further empowers and duly authorizes the Lender to take any or all of the aforesaid actions on its behalf in terms of and under the Power of Attorney executed / to be executed by the Borrower in favour of the Lender, as contemplated under Clause 20 below and the Borrower shall, if so required by the Lender, ratify and confirm all and any actions taken by the Lender in this regard, which shall be binding on the Borrower.

- 18.2 All accretions, entitlements and benefits in respect of the Securities, including without limitation all bonus shares, rights shares, split shares, dividend, interest, preferential entitlements and so on shall be deemed to be pledged in favour of the Lender without any further act, instrument or deed and the terms and conditions set out herein and the Facility Documents shall mutatis mutandis apply to such accretions, entitlements and benefits as if they had originally been pledged with the Lender pursuant to the Facility Documents.
- 18.3 If by error or otherwise, any of the Securities or any accretion or entitlements or benefits in respect thereof come to the possession of the Borrower and/or the Security Provider without the authority of the Lender, then the Borrower and/or Security Provider, as the case may be, shall forthwith deliver such Securities / accretions / entitlements / benefits to the Lender and until the Borrower or Security Provider so delivers such Securities / accretions / entitlements / benefits to the Lender, he shall hold such Securities / accretions / entitlements / benefits in trust and for the benefit of the Lender.
- 18.4 Collateral may be created either by the Borrower or by any Security Provider with the permission of the Lender and in the manner acceptable to the Lender, for the repayment of the Facility Balance / Loan Balance and where any Collateral in relation to the Securities is being created by any Security Provider, any references to the 'Borrower' in the Facility Documents in relation to such Collateral/ Securities shall be deemed to include a reference to such Security Provider.
- 18.5 In the absence of specific Collateral Documents, letters or other written communication in this specific connection between the Lender and the Security Provider shall be considered to be and shall form part of the Facility Documents.
- 18.6 The Lender may require the Borrower and the Security Provider to, at the time of creation of Collateral, execute such Collateral Documents as the Lender may prescribe and the Borrower agrees and undertakes to get the Collateral Documents executed from the Security Provider in order to secure the Facility Balance / Loan Balance.
- 18.7 The Lender may assent, at any time during the continuance of the Loan Agreement, to the replacement / substitution of all or any portion of the Securities with new Securities subject to acceptability of such replaced / substitute Securities by the Lender and maintenance of required Margin.
- 18.8 The Lender may, at its sole discretion, hold the Securities in its own name and account or in the name and account of the Borrower / Security Provider and may, whenever it deems necessary, require the Borrower and/or the Security Provider to transfer the Securities in its name and account. The Lender shall, at anytime during the tenure of the Loan Agreement, be entitled to transfer the Securities in its own name and account.

- 18.9 The Lender shall be entitled, and is hereby authorized by the Borrower, to further pledge / transfer the Securities received on purchase or allotment including Securities deposited for fulfilling Margin requirements by the Borrower, with any bank or any other Person as security for raising finance for the purpose of its lending and borrowing business or for such activities related to or incidental for the purpose of raising finance.
- 18.10 The Collateral shall be enforceable against the Borrower and/or the Security Provider notwithstanding that any negotiable instrument and/or other security may be outstanding or available.
- 18.11 The Borrower agrees and undertakes that he/she/it shall not apply for or obtain duplicates of the certificates / documents of title of the Securities nor shall the Borrower stop the transfer of the Securities to the name of the Lender or its nominee or third party to whom the Securities may have been sold by the Lender in enforcement of the pledge.
- 18.12 The Lender may at its sole discretion release and/or permit withdrawal of any of the Securities from any of the pledges / lien mark / Encumbrances and deliver the same to the Borrower on such terms and conditions as the Lender may think fit to impose.
- 18.13 Non-approved securities received by the Lender from the Borrower / Security Provider and/or Securities declared by the Lender to be unacceptable / non-approved shall nevertheless continue to remain pledged with the Lender as a security unless the Lender releases the same. At any time during the currency of the Loan Agreement, the Lender shall, without any notice to the Borrower, have the right and authority to sell / dispose of such securities or any part thereof in any manner as it deems fit either by sale on the stock exchanges or otherwise in any manner whatsoever and to apply the net proceeds of such sale in satisfaction so far as the same will extend towards liquidation of the Loan Balance and/or Indebtedness of the Borrower. Any action taken by the Lender in terms of this Clause shall not be challenged by the Borrower / Security Provider.

18.14 Continuing and Independent Collateral

The Encumbrance created / to be created over the Securities:

- (a) shall be a continuing security and shall not be satisfied by any intermediate payment or satisfaction of the whole or any part of the Loan Balance but secures the Indebtedness of the Borrower; and
- (b) is in addition to and is not affected by any other Encumbrance or collateral now or subsequently held by the Lender for securing all or any of the Indebtedness of the Borrower.

18.15 Voting and other rights in respect of the Securities

- (a) Subject to the other provisions of the Facility Documents, once an Event of Default has occurred and is continuing, the Lender shall be entitled to exercise all consequential rights (including voting rights) pertaining to the unlisted Securities.
- (b) The Lender agrees that the Borrower may, unless an Event of Default has occurred and is continuing, exercise voting rights in respect of the Securities, provided that the Borrower agrees that it shall not vote in any manner that is inconsistent with the terms of the Facility Documents or which would give rise to an Event of Default, and will not vote in favour of any resolution which would have the effect of altering the rights of the Lender pursuant hereto, or the terms of the pledge or any rights attached to the pledge or the Securities in any way.

18.16 No liability of calls

Nothing in the Facility Documents or the fact of creation of Encumbrance over the Securities in favour of the Lender shall be construed as placing on the Lender any liability whatsoever in respect of any calls, contributions, instalments or other payments relating to any of the Securities or to any other securities accruing, offered, distributed, paid or arising as aforesaid, and the Borrower and the Security Provider shall indemnify and keep indemnified the Lender in respect of all calls, contributions, instalments or other payments relating to any of the Securities and to any other securities accruing, offered, distributed, paid or arising as aforesaid in respect thereof which may have been made by the Lender on behalf of the Borrower and/or the Security Provider in fulfilment of the Borrower's obligations in its capacity as shareholder, as the case may be, at any time when the Borrower / Security Provider is the beneficial holder of the same. The amount of any calls, contributions, instalments or other payments along with interest thereon relating to any of the Securities now or hereafter existing and any other securities accruing, offered, distributed or paid or arising as aforesaid in respect thereof which have been made by the Lender on behalf of the Borrower and/or the Security Provider pursuant to this Clause shall form part of the Loan Balance and shall be repayable by the Borrower to the Lender on demand, together with Interest and Default Interest thereon.

19. ENTITLEMENT TO DIVIDENDS, INTEREST AND MONEYS

The Lender shall have authority to collect and receive, either in the name of the Borrower / the Security Provider, as applicable, or in the Lender's own name on behalf of the Borrower / Security Provider (as applicable), all dividends, interest and moneys payable on redemption of preference shares or debentures and all rights securities, bonus securities and such other benefits and privileges arising out of the Securities ("**Income from the Security**"). The Borrower hereby undertakes to issue or cause to issue to the companies or mutual funds (including the registrar and transfer agent) of whose share or loan or unit capital, the Securities comprised in the Collateral form part, or to the depository or to the depository participants, concerned mandates and such other necessary instructions to pay all dividends, interest and moneys payable on redemption of preference shares or debentures and to issue all rights shares, bonus shares and such other benefits and privileges to the Lender or to its order. The Lender shall be entitled to appropriate the Income from the Security towards repayment of any of the Loan Balance and/or any other amounts owed to the Lender by the Borrower or on account of the Indebtedness of the Borrower.

20. BANK AND DPACCOUNT

- 20.1 The Borrower agrees to open a bank account(s) in its name or jointly in the name of the Borrower and the Lender, with a designated branch of the bank designated by the Lender for the purpose of receiving all dividends, interest and moneys on sale / redemption of Securities and all rights securities, bonus securities and such other benefits and privileges arising out of the Securities (hereinafter referred to as "**Bank Account**"). Likewise the Borrower also agrees to open an account with any depository participant designated by the Lender to hold the Securities (hereinafter referred to as "**DP Account**").
- 20.2 The Borrower hereby agrees and undertakes that the Bank Account and the DP Account to be opened shall be operative at the absolute discretion of the Lender. To enable the Lender to operate the said Bank Account and DP Account, the Borrower has agreed simultaneously with the execution of the Loan Agreement, to furnish one or more Power of Attorney, giving authority to the Lender and/ or its agents to operate the said Bank Account and the DP Account, transfer, sell and/or otherwise deal with the Securities without any further notice or recourse to the Borrower and for doing such other acts, deeds and things as stated in the Power of Attorney.
- 20.3 To enable the Lender to operate the Bank Account exclusively under the Power of Attorney as aforesaid, the Borrower hereby agrees, declares and undertakes not to (or cause/authorise any other Person to) operate such Bank Account in any manner whatsoever and also waives his right to transfer funds from such account to other account or to requisition the cheque book, use of ATM facility, electronic clearing system ("ECS") facility or real time gross settlement ("**RTGS**") facility or any other facility with respect to the Bank Account. Further, the Borrower shall not make any request to the said bank to issue him/her/it pay orders / demand drafts / any other instruments for any amount or provide instructions for closure of the Bank Account.
- 20.4 The Borrower also agrees and covenants not to operate by himself / herself / itself the DP Account in any manner whatsoever during the period of the Loan Agreement, and not to exercise his/her/its right to request for any instruction facility including request for any delivery instruction slips, transfer of funds / Securities on an off market basis and/or give any e-instruction, or instruction for closure of the DP Account.
- 20.5 Any breach of the terms and covenants under this Clause 20 shall be deemed to be an Event of Default under the Facility Documents and no notice shall be required to be given.

21. PARAMOUNT LIEN

The Lender shall have first and paramount lien on all the amounts / Securities that may be deposited in the Bank Account / DP Account opened pursuant to Clause 20 above or on those securities that are pledged to the Lender or transferred to the DP Account of the Lender by the Borrower or the Security Provider. The lien shall become effective from the time when such Bank Account / DP Account is opened or pledge /lien is created. In case of physical form of Securities, such documents of title or other documents which purport to represent rights of title to the said Securities along with the sale proceeds thereof, shall remain pledged to the Lender and irrespective of its rights as a pledgee of such Securities, in case of any dispute, the Lender shall also have the lien on all such Collateral Documents and moneys belonging or purporting to belong to the Borrower for all moneys, claims and demands due or to become due from the Borrower to the Lender. In case the Securities are sold for payment for a reduced amount, the Borrower authorises the Lender to accept such reduced payment and the Borrower shall make good the shortage or any loss arising there from and the Lender will not be responsible in any manner whatsoever.

22. BORROWER'S DECLARATIONS, COVENANTS, REPRESENTATIONS AND WARRANTIES

22.1 The Borrower hereby declares, covenants, represents and warrants that:

- (a) It/he/she is absolutely entitled to and has a clear and marketable title to the Securities and has not mortgaged, pledged, hypothecated or otherwise Encumbered his/her/its interest in the same with any third party. The Borrower hereby agrees to indemnify and keep indemnified the Lender and its attorney and their employees and officers against all demands, claims, penalties etc., that may be incurred on account of any third party claiming any interest, right or title in respect of the Securities deposited / pledged by him/her/it with the Lender;
- (b) it is a company duly incorporated under the Companies Act, 2013 or Companies Act, 1956 or any previous company law and nothing in the Facility Documents conflicts with the memorandum or articles of association of the Borrower **<Applicable only where the Borrower/ is a company>**, is a body corporate duly incorporated under its constituting law and nothing in Facility Documents conflicts with the constituting or incorporating documents of the Borrower **<Applicable only where the Borrower/ is a body corporate>**, is a partnership firm duly constituted in accordance with the Indian Partnership Act, 1932 and nothing in Facility Documents conflicts with the deed of partnership **<Applicable only where the Borrower is a partnership firm>**, is / are individuals competent to contract under the Indian Contract Act, 1872 **<Applicable only where the Borrower is/are an individual/s>**, the entities as mentioned in the Schedule of Terms respectively hereunder written;
- (c) the Borrower shall utilise the Loan for the purposes as set out in the relevant Schedule of Terms;
- (d) any declarations provided by the Borrower or Security Provider in relation to the Loan availed by the Borrower, including in relation to the extent, if any, of the Loan availed of by the Borrower or any other facilities availed of by the Borrower from any other lenders or Persons, is true and accurate in all respects;
- (e) the Borrower is not in breach of or in default under any agreement to which it is a party or which is binding on it or any of its assets to an extent or in a manner which might, in the sole opinion of the Lender, cause a Material Adverse Change or lead to any Material Adverse Effect;
- (f) no government or regulatory approvals or any other third-party approvals / consents are required from any Person for the Borrower to avail of the Loan and/or create the Collateral, as the case may be, and as contemplated herein, other than those already obtained;
- (g) the assets / properties comprised in the Collateral are the absolute assets / properties of the Borrower and/or the Security Provider, as the case may be, and the Borrower and/or the Security Provider is duly authorized for creating the Collateral in favour of the Lender;
- (h) all Authorizations required for the Borrower to avail of the Loan and creation of the Collateral are in full force and effect and the Borrower is in compliance with the material provisions thereof and, so far as it is aware, none of such Authorisations are the subject of any pending or threatened proceedings or revocation;
- (i) all the information supplied by the Borrower and/or by the authorized Persons of the Borrower, notified in writing to the Lender, is true, complete and accurate in all material respects. The Borrower is not aware of any material facts or circumstances that have not been disclosed to the Lender and which might, if disclosed, adversely affect the decision of a Person considering whether or not to provide finance to the Borrower on the terms set out herein;
- (j) none of the directors and/or promoters of the Borrower and/or the Security Provider have been declared to be a willful defaulter. In the event of any of the directors of the Borrower and/or the Security Provider (in case the Borrower and/or the Security Provider is a company) is identified as a willful defaulter, the Borrower shall take and cause the Security Provider to take expeditious and effective steps for removal of such director from the Board of Directors of the Borrower and/or the Security Provider(s);
- (k) the Persons, if any, availing of and operating each Facility for and on behalf of the Borrower are duly authorised by the Borrower to do so;
- (l) the Borrower shall execute promissory note prior to Disbursement of each Facility agreed to be sanctioned to the Borrower promising to pay to the Lender on its order or demand the Facility Balance and would be a continuing security to the Lender for all monies which are due from the Borrower;
- (m) the Borrower is fully empowered to enter into the Facility Documents and to perform obligations hereunder and in the Facility Documents, and the Loan Agreement and the Facility Documents have been duly executed and delivered by the Borrower as may be required, and constitute legal, valid and binding obligations of the Borrower, enforceable against him/her/it in accordance with their respective terms;

- (n) all the information provided by the Borrower to the Lender in the loan application form for the Facility or otherwise howsoever in relation thereto, is true, correct, accurate and complete in all respects and is not misleading in letter or spirit whether by reason of omission to state a material fact or otherwise;
- (o) all accounts and financial statements furnished by the Borrower to the Lender have been prepared in accordance with accounting standards and practices in force in India consistently applied during the periods involved (except as stated in the published financial statements) and present truly and fairly the financial position and results of operations of the Borrower; and, save as mentioned above, the Borrower has no liabilities or obligations of any nature (absolute, accrued, contingent or otherwise) which are not fully reflected or reserved against in the balance sheet included in such financial statements;
- (p) no proceedings have been initiated or threatened or events occurred in connection with insolvency, bankruptcy, protection against creditors or as a relief undertaking or other similar matters in relation to the Borrower, and there is no order for the appointment of a receiver, administrator or other similar person or authority in relation to the business, undertaking or assets of the Borrower;
- (q) the Collateral may be enforced without the Lender being required to first exercise its recourse to any rights, if any, of the Lender in respect of any other collateral or taking any other steps or proceedings against the Borrower or any other Person or may be enforced for any balance due after resorting to any one or more other means of obtaining payment or discharge of the Loan Balance;
- (r) neither the Borrower nor the Security Provider has ever been in violation of any applicable Anti – Money Laundering legislations including but not limited to the Prevention of Money Laundering Act, 2002;
- (s) the Borrower and Security Provider, as an assessee, do not require the permission of the Assessing Officer under Section 281 of the Income Tax Act, 1961 for the creation of a first and exclusive pledge over the Securities since there are no income tax proceedings pending against the Borrower or the Security Provider (as applicable);
- (t) save and except as specifically disclosed to the Lender, the Borrower has no subsisting loans, borrowings or facilities from any other lender or Person. Neither the Borrower nor any of its Associate is in default of any of the provisions of agreement with other lender / Person in respect of subsisting loans borrowings or facilities availed by the Borrower and/ such Affiliate from such other lender / entity;
- (u) nothing in the Facility Documents conflicts with any Applicable Law including any law, regulation or bye law of the Central or any State Government or any Authority, including but not limited to the Securities and Exchange Board of India and the Reserve Bank of India, which is binding on the Borrower and/or in relation to the Securities;
- (v) the Borrower shall promptly inform the Lender if it / he / she or the Security Provider voluntarily or involuntarily becomes the subject of any insolvency or bankruptcy law or if the Borrower or the Security Provider is a company, of any notice received by it of any application for winding-up having been made or statutory notice of winding up under the provisions of the Companies Act, 2013 or the Insolvency and Bankruptcy Code, 2016 (“IBC”), without limitation, any other notice under any other law or otherwise any suit or other legal process intended to be filed or initiated against it or notice of default of the Borrower with any other Person;
- (w) the Borrower is not in arrears of any public demand such as for income tax, corporate tax and any other such taxes, rates or levies or any other statutory dues payable to any Authority;
- (x) the Borrower shall inform the Lender of any notice under any law or otherwise any suit or other legal process intended to be filed or initiated against the Borrower and/ or the Security Provider and affecting the title of the Person/s creating the security to the Securities or if a receiver/liquidator is appointed in respect of the same;
- (y) the execution by the Borrower of the Loan Agreement and the Facility Documents constitute acts done and performed for private and commercial purposes and the Borrower will not be entitled to claim immunity for himself/herself/itself or any of his/her/its assets from suit, execution, attachment or legal process in any proceedings in relation to the Loan Agreement or the Facility Documents;
- (z) the Borrower shall keep all Security Provider informed of the provisions of the Facility Documents, and all notices served on the Borrower with reference to the security provided by the Security Provider, shall be deemed to be notices served on the Security Provider;
- (aa) the Borrower agrees that any extension of time or other indulgence that may be granted by the Lender to him / her / it shall not affect, prejudice or discharge the security hereby created or the Lender’s rights in relation thereto;

(ab) the Borrower agrees to accept as final, conclusive and binding proof the correctness of any amounts claimed by the Lender to be due from them to the Lender under the Facility Documents, a statement of account made out from the books of the Lender and signed by the accountant or other duly authorised officer of the Lender without the production of any other voucher, document or paper;

(ac) the Borrower shall provide the following information / documents to the Lender:

- (i) copies of all statutory, annual, financial reports including balance sheet, cash flow statement, profit & loss account and such other statements and certificates;
- (ii) copies of all reports to or from any governmental agency or any stock exchange and all reports, notices, circulars, or statements sent to its shareholders;
- (iii) all letters, notices, petitions, complaints and other documents relating to any suit, action, petition, litigation or other legal proceeding of any nature whatsoever commenced by or proposed to be commenced by or against the Borrower;
- (iv) at the end of every quarter requisite reports, circulars, notices, statements, certificates and information in the form and manner as may be required by Lender, from time to time and the Borrower hereby confirms and undertakes that all factual information contained in such reports, statements and documents shall be true, complete and accurate as on the date it was provided; and
- (v) upon the written request by the Lender, such other information as the Lender shall request;

(ad) the Borrower shall promptly, and not later than 5 (Five) days from the knowledge thereof, inform the Lender:

- (i) if notice of any application for winding-up has been made or of any statutory notice of winding-up under the provisions of the Companies Act, 1956 and/or Companies Act, 2013 and/or the IBC (as may be applicable) or any other notice under any other Applicable Law or otherwise of any suit or legal process intended to be filed / initiated against the Borrower or the Security Provider and affecting the title to the properties of the Borrower or the Security Provider is given / received by the Borrower / Security Provider, as may be applicable;
- (ii) if a receiver is appointed for/over any of the properties or business or undertaking of the Borrower and/or the Security Provider;
- (iii) of any loss or damage which the Borrower may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon etc. against which the Borrower may not have insured its properties;
- (iv) if notice of any and all claims, applications, statutory notices, actions, suits, investigations, litigation and proceedings whether threatened or commenced, affecting the Borrower has been received;
- (v) of the happening of any labour strikes, lock-outs, shut-downs, fires or other similar happenings etc. likely to have Material Adverse Effect on the business with an explanation of the reasons;
- (vi) on becoming aware of any circumstances which might have a Material Adverse Effect on the Borrower, including but not limited to the details of any litigation, arbitration, investigative / administrative proceedings which are threatened or pending against it;
- (vii) of any change in the management or Control or constitution of the Borrower;
- (viii) details of every force-majeure or other event, which would have an effect on the Borrower's profit and/or business.

(ae) in case of financing for the purpose of subscribing/purchasing units of mutual fund, the Borrower agrees that the Lender shall not be answerable to any of the queries of the Borrower in relation to the purchase of units of mutual funds including any details regarding the application of the said units. The Borrower hereby agrees that neither the Lender nor any of its employees, directors or other Persons associated with the Lender shall be liable or responsible for non-purchase of units of mutual funds;

(af) in case of financing for the purpose of subscribing in public issues of body(ies) corporate:

- (i) the Borrower agrees that the Lender reserves the right to reject the application / subscription form received from the Borrower without assigning any reason, modify the terms of the Loan sanctioned or not to submit the application / subscription form or submit the application / subscription form with lesser amount / number of Securities than originally agreed with the Borrower. The Lender shall in no way be liable for non-receipt or late receipt of any communication including, without limitation, non-receipt or late receipt of securities in the DP Account or non-receipt or late receipt of the refund in the Bank Account of the Borrower or for the application / subscription form being rejected for any reason whatsoever or for applying or getting allotment of a lesser number of Securities or for non-submission of application / subscription form. The Lender shall notify to the Borrower the fact of non-submission of application/ subscription form;

- (ii) the Borrower is fully aware and acknowledges that the Lender shall apply and/or subscribe the Securities on behalf of the Borrower in the initial public offerings ("IPO") / follow-on public offers ("FPO") using the ASBA facility as is mandatory for all the applications in the IPOs / FPOs. The designated bank(s) in the IPO / FPO provides the facility of blocking the application money in the ASBA facility against money lying in the Bank Account of the Borrower or the bank account of the Lender or against the bank fixed deposit. The Borrower is aware, acknowledges and expressly authorizes the Lender to create the fixed deposit(s) either in the name of the Borrower or in the name of the Lender for administrative convenience for blocking the application money in the ASBA facility against such bank fixed deposit. In case where the fixed deposit is created in the name of the Lender, the Lender can retain the interest income earned thereon notwithstanding the fact that funds out of which the said fixed deposit(s) is/are created belongs to the Borrower. The Borrower is aware that the Lender has agreed to charge concessional rate of interest on the Facility considering the interest income earned by the Lender on the fixed deposit created as above. The Borrower confirms, declares and waives his/her/its claims, present or future, on the interest income earned by the Lender on the fixed deposit(s) created by it against which the application amount is blocked in ASBA;
- (iii) the Borrower agrees and authorises the Lender to appropriate the amount of refund of application money against the outstanding Loan Balance together with interest thereon, without the Lender being required to transfer the amount of refund in the Borrower's bank account;
- (iv) in event of the Loan Balance remaining outstanding on the date of listing of the Securities for any reason whatsoever, then the Lender is entitled and authorised to sell, transfer and/or dispose of all or any of the Securities as it may deem fit on the listing day or any day thereafter and apply the proceeds thereof towards payment / repayment of the Facility Balance and/or the Loan Balance;
- (ag) the Borrower hereby agrees and undertakes that no part of any Facility Balance(s) shall in any circumstances be used for financing any takeover related activity, unless such takeover is in full compliance of Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 ("**Takeover Regulations**"). The Borrower unconditionally agrees that if there is any breach of the Takeover Regulations by the Borrower, the Lender shall have the right to terminate the Loan Agreement on the ground of the Borrower having committed an Event of Default. The Lender shall be entitled to sell the secured assets without any notice to the Borrower/ Security Provider and no further Disbursement shall be made to the Borrower;
- (ah) the Borrower is not disqualified under any rules, regulations, bye-laws, acts and laws for the time being in force in India to deal in Securities and shall inform the Lender within 24 (Twenty Four) hours of the Borrower suffering any such disqualification. Without prejudice to the foregoing, the Borrower shall intimate the Lender within 24 hours of he/she/it receiving any show cause notice from SEBI or any stock exchange or any Depository or the Enforcement Directorate under any law or regulations for the time being in force. The Borrower is not expelled or suspended member / broker of the recognized stock exchanges in India;
- (ai) all borrowings availed by the Borrower from its directors, Affiliates, friends and relatives shall be subordinated to the Loan granted by the Lender;
- (aj) Negative Covenants
 - A. The Borrower hereby undertakes with the Lender that until the full and final settlement of the Loan Balance and all dues payable under the Facility Documents have been paid to the Lender to the full satisfaction of the Lender as evidenced by a confirmation from the Lender in writing, the Borrower shall not, without the prior written approval of the Lender:-
 - (i) sell, transfer, assign, dispose off, pledge, charge or create any security interest or in any way create any kind of Encumbrance on the Collateral or the Securities, and any additions thereto;
 - (ii) appoint a person as its director (in case the Borrower is a company), partner (in case the Borrower is a partnership firm / limited liability partnership) who is also a director on the board of any other company, which has been identified as a wilful defaulter by any bank or financial institution as per the parameters determined by RBI from time to time;
 - B. The Borrower further undertakes with the Lender that until the full and final settlement of the Loan Balance upon the occurrence of an Event of Default, the Borrower shall not, without the prior written approval of the Lender:
 - (i) in case the Borrower is a company or partnership firm or LLP, amend its memorandum or articles of association / deed of partnership / partnership agreement, as applicable, in a manner adversely affecting the rights of the Lender under the Facility Documents or the Loan (or any part thereof), in any manner whatsoever;
 - (ii) repay / prepay the existing borrowing from its directors, Affiliate, friends and relatives.

- (iii) undertake guarantee obligations on behalf of any third party (including, without limitation, any other company, firm, organization, entity of the promoters of the Borrower and/or any Affiliates and/or any Person related to the Borrower);
 - (iv) pay any compensation to the directors (in case the Borrower is a company) in the event of loss of their office for any reason whatsoever,
 - (v) not do any act or thing which may adversely affect or prejudice the Collateral;
 - (vi) not and shall not in the future make any modifications to any agreements executed by him/her/it so as to adversely affect the rights of the Lender under the Facility Documents;
- (ak) if the Borrower is a partnership firm / LLP, it shall:
- (i) promptly notify the Lender of any and every change in the constitution of its partnership whether on account of the admission of a new partner or the retirement, death or insolvency of any partner;
 - (ii) not take any steps for dissolution / winding-up of its partnership / LLP at any time during the term of the Loan Agreement.
- 22.2 Each of the representations, warranties, declarations and covenants contained in Clause 22 above shall be continuing representations warranties, declarations and covenants and shall be deemed to be repeated by the Borrower on every date on and from the execution of the Loan Agreement till the repayment of the Loan Balance.
- 22.3 Each of the information referred to in Clause 22 above including accounts of the Borrower and/or the Security Provider shall refer to information as at such time and the Borrower shall provide all such information to the Lender at such time. In the event any of the representations being false or incorrect or misleading as on that date, the Borrower shall forthwith inform the Lender of the same. Notwithstanding the same, any breach of the representations, warranties, declarations and/or covenants, shall be deemed to be an Event of Default herein and under the Facility Documents.
- 23. EVENTS OF DEFAULT**
- 23.1 Each of the Clauses, as more particularly set out in sub-clauses (a) to (t) below and the events specified as such in the Loan Agreement and other Facility Documents, describes the circumstances which constitute an Event of Default for the purposes of the Agreement:
- (a) if the Borrower fails to pay any sum to the Lender in terms of the Facility Documents i.e. when the Borrower fails to pay to the Lender any sum due to be paid under any Facility Document at the time, in the currency and in the manner specified therein;
 - (b) if the Borrower fails to make good the Margin called within the period stipulated by the Lender in its notice to the Borrower;
 - (c) if the Borrower and/or Security Provider has made any misrepresentation of facts, including (without limitation) in relation to the Securities or the Collateral;
 - (d) the Borrower and/or Security Provider acts or desists from acting in any manner which jeopardizes the Collateral (including the Securities) or the powers vested in the Lender under the Power(s) of Attorney from being exercised solely by the Lender (acting through its authorised representatives);
 - (e) the Borrower and/or Security Provider creates any Encumbrance over the Securities and/or other assets comprised in the Collateral, or otherwise takes any action towards creation of such Encumbrance over the Securities and/or other assets comprised in the Collateral or if the title of the Borrower and/or Security Provider to the Securities and/or other assets comprised in the Collateral is in jeopardy or if there is an attachment or lien against any asset comprised in the Collateral;
 - (f) a breach by the Borrower and/or the Security Provider of a representation or warranty given by the Borrower and/or the Security Provider under the Facility Documents or if the Borrower and/or the Security Provider commits a breach or default in the performance or observance of any term, condition or covenant contained in the Loan Agreement (including in respect of payment of the Facility Balance), the Facility Documents or the Collateral Documents;
 - (g) the Borrower and/or the Security Provider has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or receives any notice under the IBC in relation to appointment of an interim insolvency professional or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking;
 - (h) at any time it is or becomes unlawful for the Borrower to perform or comply with any or all of its respective obligations under the Facility Documents and/or Collateral Documents or any of the obligations of the Borrower under the Facility Documents and/or the Collateral Documents cease to be legal, valid and/or binding;

- (i) if any order has been passed against the Borrower pursuant to Section 138 of the Negotiable Instruments Act, 1881 in respect of any Indebtedness of the Borrower or if any action has been initiated against the Borrower for enforcement of any security / collateral in respect of any Indebtedness of the Borrower or if the Borrower defaults in any payment in respect of any Financial Indebtedness of the Borrower, or if the Borrower is unable to pay any Financial Indebtedness as it falls due or the Borrower commits any other act of insolvency;
- (j) if there is reasonable apprehension in the sole opinion of the Lender that the Borrower and/or Security Provider is unable to pay its debts or the Borrower and/or Security Provider has admitted in writing its inability to pay its debts, as they become payable;
- (k) there is any commencement of criminal action against the Borrower and/or Security Provider under any Applicable Law;
- (l) the Borrower ceasing, or threatening to cease, to carry on its business;
- (m) if the Borrower and/or Security Provider fails to make the disclosures required under Takeover Regulations and/or under any other Applicable Law to the concerned regulatory authorities / stock exchanges / the issuer company / any other statutory bodies within the stipulated time period specified under such Applicable Law;
- (n) the occurrence of any event / circumstance or likelihood of the occurrence of any event/ circumstance which in the sole opinion of the Lender is a Material Adverse Change or Material Adverse Effect;
- (o) upon the failure of the Borrower to inform the Lender of the occurrence or likely occurrence of any Event of Default or Potential Event of Default promptly and no later than 5 (Five) days from the date of occurrence or the knowledge of the likely occurrence;
- (p) the Borrower and/or Security Provider, being a partnership firm, has any steps taken by the Borrower and/or Security Provider and/ or its partners for dissolution of the partnership;
- (q) on the death / lunacy or other disability of the Borrower and/or Security Provider, in case the Borrower and/or Security Provider is an individual;
- (r) the occurrence of any event or circumstance which, in the sole opinion of the Lender, is prejudicial to or impairs, imperils or depreciates, or which is likely to prejudice, impair, imperil or depreciate, the interest of the Lender or the Securities given to the Lender;
- (s) the occurrence of any event or circumstance which in the sole opinion of the Lender prejudicially or adversely affects or is likely to so affect in any manner the capacity of the Borrower to repay the Loan Balance or any part thereof;
- (t) Cross Default:
 - (i) Any payments due under any Financial Indebtedness of the Borrower and/or any Affiliate of the Borrower and/or any Person related to the Borrower is not paid when due and the applicable cure period has lapsed without the Borrower and/or such Affiliate of the Borrower remedying the same; or
 - (ii) Any Financial Indebtedness of the Borrower and/or any Affiliate of the Borrower and/or any Person related to the Borrower is declared or otherwise becomes due and payable before its specified maturity and the Borrower and/or such Affiliate of the Borrower fails to make such payments; or
 - (iii) Any creditor of the Borrower becomes entitled to declare its Financial Indebtedness due and payable before its specified maturity as a result of an event of default, however so described.

On the question whether any Event of Default (including Potential Event of Default) has occurred or not, the decision of the Lender shall be final, conclusive and binding on the Borrower.

- 23.2 Without prejudice to any other provisions of the Facility Documents, if an Event of Default occurs in respect of any Facility, it shall be deemed as if an Event of Default has occurred in respect of all Facilities, even if the Borrower has performed all his/her/its obligations with respect to other Facilities, and the provisions of these General Terms and Conditions including the provisions of Clause 12, Clause 24, Clause 26 and Clause 27 hereof shall apply as if an Event of Default has occurred in respect of all Facilities.

24. NOTICE OF DEFAULT

- 24.1 If an Event of Default or Potential Event of Default occurs, the Lender shall give notice of 3 (Three) days to the Borrower in writing specifying the nature of such Event of Default or of such event except for an Event of Default as specified in clause 20.5 and sub-clauses (a) to (l) of Clause 23 above. If the Event of Default is capable of being cured or remedied, the Borrower shall cure or remedy the default or such event before the expiry of the notice period.

Provided further that the provision of a cure period shall be in the discretion of the Lender and the Lender shall be entitled to inform the Borrower that no cure period shall be available to the Borrower for any Event(s) of Default, if the Lender deems such Event(s) of Default to be incapable of being remedied, in its discretion.

Provided further that till such time as the Borrower has remedied the Event of Default, whether within the Cure Period or not, to the satisfaction of the Lender, the Borrower shall be liable to make payment of Default Interest as calculated on the Facility Balance payable at such time.

- 24.2 If the Event of Default is the reference or application made by the Borrower for being declared a sick company under any legislation relating to financially weak companies including, without limitation, the Sick Industrial Companies (Special Provisions) Act, 1985 or the Bombay Relief Undertaking (Special Provisions) Act, 1958, or for insolvency or bankruptcy, no notice shall be required under this Clause and the Loan Balance shall be deemed to have become payable to the Lender immediately before the making of the reference or application and the Collateral shall be deemed to have become simultaneously enforceable.

25. CONSEQUENCES OF EVENT OF DEFAULT

- 25.1 In the event that the Borrower does not rectify an Event of Default within the cure period, if any, or where there is no Cure Period, upon the occurrence of an Event of Default, the Lender shall be entitled, without prejudice to its other rights and remedies, to enforce the Agreement, and to do all or any of the following, at its option:

- (a) declare the Loan Balance (or any part thereof) to be immediately due and payable whereupon the same shall become so payable together with accrued Interest thereon, Default Interest, additional interest and any other sums then owed by the Borrower under the Facility Documents, or declare Loan Balance to be due and payable on demand of the Lender;
- (b) to treat the Facility Balance(s) (or any part thereof) and the Loan Balance (or any part thereof) forthwith due and payable by the Borrower to the Lender without any demur or delay;
- (c) apply and/or appropriate and/or set off any credit balance standing upon any account of the Borrower with the Lender towards satisfaction of any sum (whether of principal, interest or otherwise) due to the Lender from the Borrower hereunder;
- (d) enforce whole or part of the Collateral and in this regard the Lender shall be entitled to do all such acts and execute all such documents, either in its own name on behalf of the Borrower or in the name of the Borrower, as the attorney of the Borrower, as the Lender may consider necessary or expedient in this regard
- (e) invoke the pledge / Encumbrance over the Securities and/or transfer the Securities from the DP Account to its own demat account and / or hold, sell, transfer or dispose of the Securities and apply and / or appropriate and / or set off the proceeds therefrom against the Loan Balance. Further, the Lender shall be entitled to transfer the funds lying in the Bank Account to its own bank account and adjust the same against the Loan Balance;
- (f) cancel any outstanding commitments under any Facility(ies);
- (g) transfer the assets of the Borrower and/or the Security Provider as may be comprised within the Collateral in favour of the Lender or any other Person by way of lease, leave and license basis, sale or otherwise;
- (h) in case the Borrower is a company, appoint a nominee Director on the Board of Directors of the Borrower. The nominee director so appointed shall not be liable to retire by rotation nor shall be required to hold any qualification shares. The Borrower shall take all such steps to amend its articles of association for this purpose if necessary in a form and manner satisfactory to the Lender;
- (i) to step-in the shoes of the Borrower and to dispense with the Security as the Lender may deem fit to recover any amount due to it along with Default Interest, charges etc.;
- (j) exercise any other right that the Lender may have under the Facility Documents and/or Applicable Law.

- 25.2 If the Borrower has not withdrawn the whole of the Facility, the Lender shall have the absolute right and discretion to suspend or terminate further Disbursements.
- 25.3 Notwithstanding anything to the contrary contained herein, the Borrower hereby expressly agrees and consents that the Lender shall be entitled to exercise the rights available to it under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, as amended from time to time.

26. ENFORCEMENT OF THE COLLATERAL

Without prejudice to the provisions of Clauses 9, 12 and 20 hereof, upon the Collateral becoming enforceable in accordance with the terms of the Facility Documents, the Lender shall, without prejudice to its other rights and remedies, be entitled to and shall have absolute power and authority to use its discretion to sell and dispose of the Securities or any part thereof either by sale on the stock exchanges or otherwise in any manner whatsoever or by repurchase of units by the mutual fund or by public auction or by private treaty, without (as far as may be) the intervention of the Court, as and when the Lender may, in its absolute discretion, deem fit and to apply the net proceeds of such sale in satisfaction so far as the same will extend towards liquidation of the Loan Balance. The Lender shall have the power to transfer / sell / dispose of the Securities after providing reasonable notice (whether or not in writing) to the Borrower / Security Provider and thereafter, without any additional notice or recourse to the Borrower or the Security Provider. The Borrower hereby agrees and undertakes that the Borrower will not raise any dispute as to the manner, mode and the price at which the Securities are sold / transferred by the Lender and shall ensure that the Security Provider does not raise a dispute and the decision made by the Lender shall be final and binding on the Borrower / Security Provider. The Lender shall not be liable for any loss arising due to the sale or transfer of the Securities under the Facility Documents.

Notwithstanding any cancellation or termination of any Facility pursuant to the provisions of the Facility Documents, all the provisions of the Facility Documents shall continue in full force and effect as herein specifically provided mutatis mutandis till such time as the Loan Balance is repaid by the Borrower.

27. SALE OF SECURITIES

- 27.1 Notwithstanding anything contained in the Facility Documents, if during the tenure of the Loan, the Lender, in its sole opinion, is of the view that the value of the Securities are fast eroding or are likely to erode or situations or circumstances have arisen or are likely to arise which may jeopardize its interest and expose it or are likely to expose it to any financial loss or damage, the Lender shall have right and authority to demand repayment of the Loan Balance and/or without any notice to the Borrower, have the right and authority to sell / dispose the Securities, whether pledged or otherwise, in any manner as it deems fit and receive the sale proceeds and appropriate the same towards the Loan Balance. The Borrower hereby irrevocably authorises the Lender in such case, to take all acts as contemplated here in above.
- 27.2 The Borrower acknowledges and agrees that the right to sell Securities contained in this Clause, Clause 25, Clause 26 and otherwise under the Facility Documents is reasonable and necessary to protect the interests of the Lender in respect of repayment of the Loan Balance having regard to the inherent risk associated with the Securities and their market prices. Any action taken by the Lender in terms of the aforesaid Clauses shall not be challenged by the Borrower and / or Security Provider, and the Lender shall not be liable to the Borrower or the Security Provider for any loss or damage which may be caused to the Borrower or the Security Provider as a result of the sale / transfer / disposal of the Securities.
- 27.3 For any part of the Loan Balance, which remains outstanding, the Borrower shall continue to be liable to the Lender.

28. MAKING GOOD ANY SHORTFALL

If the net sum realized by the sale of Securities / Collateral is insufficient to cover the full amount of the Indebtedness of the Borrower, the Borrower agrees to pay to the Lender forthwith at the Lender's demand such amount as will make up the shortfall.

29. GENERAL

- 29.1 The Facility to the Borrower will be permitted only in respect of securities, which are approved by and to the extent acceptable to the Lender from time to time and are as per requirement specified under Applicable Law by any Authority, if any, from time to time.
- 29.2 The Borrower agrees that notwithstanding anything to the contrary contained or implied in the Facility Documents, the Lender may in its sole discretion from time to time and without assigning any reason, decide the requirements of Securities composition, criteria, maximum / minimum number of each Security, maximum amount up to which the Borrower shall be permitted to take exposure in each Security and the Borrower shall be bound by the same. All such terms shall come into effect forthwith upon being intimated to the Borrower and Lender shall reserve the right to change the approved Securities from time to time and all other criteria at its sole discretion and the Borrower shall be bound by such changes as may be intimated from time to time.

- 29.3 The Lender, with a view to follow prudent risk management policies, shall be entitled to impose Security wise limits on the Borrower from time to time as it may deem fit. Additionally, the Lender shall have a right to impose limits in respect of any specific Security as a whole (that is, the limit up to which the Lender shall provide the Facility in a specific Security across all the borrowers). Also, the Lender shall have a right to revise the limits in respect of Securities Funded. The Borrower agrees and undertakes to abide by such limits. Where the limits are revised to reduce below the said limits, the Lender shall, in its sole discretion, be entitled to apply such Haircut to reduce the Value of the Security as it deems fit in its sole discretion. The Borrower agrees and undertakes to take such steps immediately on receipt of intimation of such reduction either to reduce the exposure by repaying the Loan Balance or by bringing in the additional Securities as security. The choice of the Securities and the extent of the limits shall be determined by the Lender at its sole discretion from time to time and the Borrower shall abide by the same.
- 29.4 The Lender may, at its sole discretion, move any of the Securities from the approved to the non-approved category for the purpose of taking trading position by the Borrower and/or for the purpose of creating security in favour of the Lender and shall be entitled to review from time to time the Securities in the list of approved and non-approved categories and to make such changes therein as it may, in its absolute discretion, deem necessary. Where any Securities are moved from the approved to the non-approved category and are reflected in the statements sent to the Borrower, such statements shall be deemed to be a notice of such movements and the Borrower shall forthwith make good the shortfall on receipt of the statements, if any, in the Margin either by paying the funds and/or by providing the securities approved by and to the extent acceptable to the Lender.
- 29.5 The Lender shall be entitled at its sole discretion to apply Haircut to reduce the Value of the Securities and such applied Haircut reflected in the statements sent by the Lender to the Borrower from time to time shall be deemed to be an intimation of such Haircut, which shall be final and binding on the Borrower. Where due to application of Haircut, the Margin falls below the agreed limit, the Borrower undertakes that before the start of the trading session of the stock exchanges on the succeeding day from the date of the statements or within such time as the Lender may permit, to make up the difference either by paying the funds to the Lender or by causing the delivery of additional securities, acceptable to the Lender, of the value necessary to make up the difference. The choice of the securities and the extent of the limits shall be determined by the Lender at its sole discretion from time to time and the Borrower shall abide by the same.
- 29.6 The Lender may grant / transfer to any Person / bank / financial institution, for any purpose whatsoever, any of its rights under the Loan Agreement, the Facility Documents and/or the Collateral Documents, including the right to receive the Loan Balance and/or any amounts received / receivable by the Lender in respect of / in relation to the Collateral and in particular may grant / transfer such rights by way of a sale or as a charge or as a security and any Person to whom such rights are granted/ transferred shall be entitled to the full benefit of such rights. Save as aforesaid, the Loan Agreement and the Facility Documents shall be binding upon and shall ensure for the benefit of the Lender and its successors in title and assigns.
- 29.7 Notwithstanding the generality of the foregoing, the Lender may at any time, without any consent of or further reference to the Borrower, sell the Collateral / Securities, assign or transfer all or any of its rights, benefits and/or obligations under the Loan Agreement and/or the Facility Documents to any other Persons, companies, firms, lenders and/or financial institutions and/or obtain risk participation or financial participation in the Loan from any other Persons, companies, firms, lenders or financial institutions and the same shall be binding on the Borrower.
- 29.8 In the event of any default in payment of the Loan Balance or any part thereof or breach of any provision of the Loan Agreement or the Facility Documents by the Borrower and/or the Security Provider, the Lender or its nominees shall be entitled to be registered as the beneficial owner of the Securities or such part thereof as the Lender deems fit and the Borrower irrevocably agrees and undertakes not to make any opposition to the same.
- 29.9 If so permitted by the rules, bye-laws and regulations of the concerned depository, the Lender may sell, realise and/or dispose of the Securities or any of them without having the same first transferred to or registered in the name of the Lender.
- 29.10 The Lender shall also have the right to convert the dematerialized Securities into physical form and vice-versa and the Borrower and/or Security Provider shall take all such steps required in that regard as required by the relevant laws for the time being in force.
- 29.11 In the event of the Lender selling, assigning and/or transferring its rights, benefits and/or obligations under the Loan Agreement and/or the Facility Documents and/or obtaining risk or financial participation, all the terms, conditions, representations, warranties and covenants contained herein on the part of the Borrower shall be valid, binding and in full force and effect in favour of the other Persons, companies, firms, lenders and/or financial institutions which may be the transferees or which may be participating in the Loan.
- 29.12 The Lender shall be entitled to alter or amend any of the terms and conditions subject to which the Loan is sanctioned or any Disbursement made including these General Terms and Conditions. The Borrower hereby agrees or undertakes to execute all such documents or writings as the Lender may, at its sole discretion, from time to time require for the better or further protection of its interest including without limitation the sale and enforcement of the Collateral or any part thereof and the due repayment by the Borrower to the Lender of the Loan Balance in terms of the Facility Documents.

- 29.13 For the purpose of right of the Lender to sell Securities as enumerated herein including but not limited to in Clauses 7, 9, 12, 16, 26 and 27, apart from any other manner, the Borrower hereby irrevocably authorises the Lender to give instructions to the stock broker designated by the Lender to sell/dispose off the Securities/securities bought/held by it as a security/Collateral either in the name of the Borrower and/or in its own name and collect the sale proceeds thereof to clear Indebtedness of the Borrower. The surplus, if any, remaining after recovery of the dues by the Lender shall be refunded by the Lender to the Borrower.
- 29.14 The right of Lender to sell / enforce the Collateral / Securities is absolute, final and binding on the Borrower. The Lender shall have the sole authority to decide the mode, manner and the price at which to effect the sale of Collateral (including Securities) and the Borrower hereby agrees and undertakes not to raise any dispute as to the manner, mode and the price at which the Collateral (including Securities) are sold and/or transferred by the Lender and shall also ensure that the Security Provider does not raise any dispute as to the decision made by the Lender, which shall be final and binding on the Borrower and the Security Provider. The Lender shall not be liable for any loss arising to the Borrower and/or Security Provider due to the sale or transfer of such Collateral (including Securities), arising out of the Lender's right to sell under the Facility Documents.
- 29.15 The Borrower's obligation to pay each Facility Balance, the Loan Balance and the liability to make all other payments in accordance with the Facility Documents shall be absolute and unconditional and shall not be suspended or reduced irrespective of the happening of any contingency whatsoever including discrepancy, if any, observed in any of the statement of account, margin statements, etc. issued by the Lender to the Borrower.
- 29.16 Subject to applicable taxation laws, in force from time to time, the Lender shall not be responsible for deduction and payment of tax deducted at source (TDS), if applicable, on Interest payable by the Borrower to the Lender.

30. INDEMNITY

- 30.1 The Borrower agrees to indemnify and keep indemnified and save harmless the Lender, its Affiliates and all their respective officers, directors, employees, agents and representatives at all the times from all or any losses, costs, damages (whether general or special), charges, claims liabilities, penalties, demands, awards, expenses and/or other liabilities whatsoever incurred or suffered by the Lender due to breach by the Borrower of any provision the Facility Documents including without limitation the fees, disbursements and other charges arising, directly or indirectly, as a result of any misrepresentation or breach of any representation or warranty, covenant, undertaking, undisclosed liabilities and any breach or non-performance by the Borrower of any of its undertakings or obligations under the Facility Documents. Also, the Borrower agrees to indemnify and keep indemnified and save harmless the Lender at all the times from all or any losses, expenses or other liabilities whatsoever incurred or suffered by the Lender due to dispute with the Security Provider on title of Securities comprising the Collateral delivered to and/or pledged in favour of the Lender.
- 30.2 The indemnification rights of the Lender herein are independent of, and in addition to, such other rights and remedies as the Lender may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.
- 30.3 The provisions of this Clause 30 shall survive the termination of the Loan Agreement.

31. NO WAIVER

No delay in exercising or omission to exercise any right, power or remedy accruing to the Lender upon any default under the Facility Documents shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of/by the Lender in respect of such default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Lender in respect of any other default.

32. NOTICES

- 32.1 Any notice or other communication to be given by one Party to the other under or in connection with the Facility Documents shall be in writing and shall be deemed duly served if delivered personally or sent by confirmed facsimile transmission or by prepaid registered post or courier or by e-mail or short message service (SMS) or in any other form as it may deem fit to the Lender, to the addressee at the address/number (if any), of that Party specified in the Loan Agreement or loan application form. The email address of the Borrower for this purpose shall be as specified in the Loan Agreement or as subsequently modified in writing by the Borrower.
- 32.2 Any communication sent by the Lender to the Borrower shall be deemed to have been properly delivered or served, even if such communication is returned to the Lender as unclaimed / refused / undelivered / bounced, if the same is served at address as specified in the Loan Agreement or as subsequently modified by notice in writing by the Borrower.
- 32.3 Notwithstanding the above, any communication relating to Margin calls, change of composition of Security wise limit and/or any other similar matters between the Parties may be communicated by the Lender to the Borrower orally or by email or SMS or facsimile transmission.

32.4 The Borrower is aware that the Lender may, at its discretion, tape record, either by itself or through others, any conversation between the Borrower/the Borrower's representative and the Lender/the Lender's representative over the telephone, and hereby specifically agrees and permits the Lender to do so. In the event of any dispute between the Parties, the Lender may produce the same in arbitration or courts of law as evidence and the Borrower hereby expressly agrees to rely upon such recording as valid evidence when produced by the Lender.

32.5 Notwithstanding anything contained herein, if the Lender is informed or becomes aware of another similar agreement or transaction entered into by the Borrower, or by any Associate or any Person related to the Borrower, with the Lender, the Lender may use the Collateral / Securities that may be deposited with the Lender under such agreement towards fulfillment of the Margin requirement of the Borrower and vice versa and consequently any Collateral / Securities deposited by the Borrower with the Lender which is in excess of the Margin required to be maintained herein shall not be returned to the Borrower in the event that such Collateral / Securities are appropriated by the Lender towards fulfillment of the Margin requirement under such other agreement.

33. SEVERABILITY CLAUSE

If one or more right or provision set forth in any Facility Document is invalid or unenforceable, it is agreed that the remainder of such Facility Document shall be enforceable and to the extent permitted by law, the Parties intentions, as reflected in any such right or provision that is invalid or unenforceable, shall be given effect to.

34. DISCLOSING OF INFORMATION

The Borrower hereby irrevocably agrees to and consents to the Lender disclosing at any time and sharing with or in any manner making available to any agencies, bureaus, companies, firms, associations, corporate or unincorporated bodies and other persons including any outside agencies and credit bureaus (whether for its own use or for onward communication or disclosure by them to others) any information whatsoever concerning the Borrower including the Borrower's account(s), the Borrower's financial relationship and history with the Lender, the manner of operation of the Borrower's account(s), the debit or credit balance in any and all account(s) of the Borrower, any default(s) by the Borrower, any security created by the Borrower in favor of the Lender for this or any other financial relationship or facilities sanctioned or to be sanctioned to the Borrower and/or the identities, ages, addresses, telephone and fax numbers and other information of or relating to the Borrower's directors, shareholders, members, partners and proprietors (hereinafter collectively referred to as "**the Information**"). The Borrower shall not hold the Lender responsible for sharing and/or disclosing the Information now or in the future and also for any consequences suffered by the Borrower and/or others by reason thereof. The provisions of this Clause 34 shall survive even after the expiry of term / termination of the Loan Agreement and the repayment of the Loan Balance by the Borrower.

35. CONTINUING AGREEMENT

35.1 The Loan Agreement, the Facility Documents, the security created under the Facility Documents and other deeds, documents executed by the Borrower and/or Security Provider and all other Collateral to which the Lender may be entitled shall be continuing security available to the Lender for the due payment of the amounts secured as stated and shall be enforceable for all monies which are now or may at any time hereafter become due and owing by the Borrower, any Person related to the Borrower and/or any Affiliate of the Borrower to the Lender and whether or not from time to time there may be nothing owing or the account may be in credit, the intention being that such security shall be applicable to the ultimate balance that may become due to the Lender by the Borrower.

35.2 The Borrower agrees that the powers of attorney, transfer deeds and other documents and writings executed and/or to be executed by the Borrower and/or Security Provider shall be irrevocable and shall not be revoked by the death / dissolution / winding-up / insolvency / bankruptcy of the Borrower or such Security Provider and the Lender may, notwithstanding the death / dissolution / winding-up / insolvency / bankruptcy of the Borrower and/or Security Provider, sell the Collateral created by the Borrower and/or Security Provider in favour of the Lender and/or cause the Collateral to be transferred and/or otherwise act pursuant to the said power of attorney, guarantees, transfer deeds and the other documents and writings executed by the Borrower and/or Security Provider.

35.3 The Loan Agreement shall not be affected by the Borrower's and/or Security Provider's death, dissolution, winding-up, insolvency and/or bankruptcy during the continuance of the Loan Agreement, and his/her/its estate, effects, heirs, executors, administrators and legal representatives will continue to be liable for full payment of all the moneys payable and/or due hereunder.

36 FACILITY DOCUMENTS

- 36.1 These General Terms and Conditions containing the general terms and conditions in respect of the Loan shall be read along with the Loan Agreement and other Facility Documents executed by the Borrower from time to time. These General Terms and Conditions may be amended / modified by the Lender at its sole discretion from time to time. The amendments / modifications to these General Terms and Conditions shall be intimated to the Borrower in such manner as may be decided by the Lender and such amended General Terms and Conditions may be uploaded on the website of the Lender. Any Facility / Disbursement availed by the Borrower from the Lender subsequent to such amendment to the General Terms and Conditions shall be deemed to be an acceptance by the Borrower of the amended General Terms and Conditions and shall be binding on the Borrower.
- 36.2 In case of any ambiguity, inconsistency or differences between the Loan Agreement and the concerned Facility Documents, the Facility Documents shall prevail to the extent of such ambiguity, inconsistency or differences.

37. VARIATION OF TERMS AND CONDITIONS OF THE LOAN

The Borrower agrees that notwithstanding anything to the contrary here in above contained or implied, the Lender may in its sole discretion from time to time and without assigning any reason terminate the Loan, change the interest rate, increase or decrease the Loan, require the Borrower to deposit additional Securities acceptable to the Lender, specify the Securities acceptable to it, declare as unapproved Securities accepted by it on an earlier occasion, change the requirements of Securities composition, criteria, maximum/minimum number of Securities, Margin, and/or require the Borrower to reduce the debit balance in the account to a limit acceptable to the Lender and the Borrower shall be bound by the same. All such changes/variations shall come into effect forthwith upon being notified to the Borrower.

38. ARBITRATION

- 38.1 Subject to any Lender's right to exercise any remedies under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 ("**DRT Act**") or the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("**SARFAESI Act**"), the Lender and the Borrower agree that, at the option of the Lender, any and all dispute in connection with the interpretation, performance or termination of the Loan Agreement or the Facility Documents, or otherwise in connection with the Loan Agreement read together with Facility Documents ("**Dispute**") may be referred to arbitration under the Arbitration and Conciliation Act, 1996, as may be amended from time to time, by the Lender, which decision shall be binding on the Borrower and/or Security Provider.
- 38.2 If the Lender chooses that any Dispute is to be resolved by arbitration under this Clause 38, the Lender shall appoint a sole arbitrator. The seat of arbitration shall be at New Delhi or such other seat in India as may be determined by the Lender. The language of the arbitration proceedings shall be English. The expenses of the arbitration shall be borne by the Borrower and/or Security Provider or in such manner as the arbitral tribunal may determine. The award shall be final, conclusive and binding on all parties concerned. The arbitration tribunal may lay down from time to time the procedure to be followed in conducting arbitration proceedings and shall conduct the arbitration proceedings in such manner as it considers appropriate.
- 38.3 Notwithstanding anything contained hereinabove, in the event of any law being made or amended so as to bring the Lender under the SARFAESI Act or the DRT Act, or any other special legislation to enable the Lender to enforce the security under the SARFAESI Act or proceed to recover dues from the Borrower under the DRT Act, the Lender shall be entitled at its sole discretion to initiate such additional / parallel actions as it deems fit. The Parties agree that any arbitration provisions commenced prior to such additional / parallel actions being initiated by the Lender shall, if mutually agreed to between the Parties to such arbitration, stand terminated and the mandate of the arbitrator shall come to an end from the date of such mutual agreement between the Parties.
- 38.4 It is clarified for the avoidance of the doubt that this Clause 38 is for the benefit of the Lender. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any courts with jurisdiction as specified in Clause 39 below and the Lender may take concurrent proceedings in any number of jurisdictions. The Borrower may however proceed against the Lender only in the courts of New Delhi unless the Lender requires arbitration to be carried out in which case arbitration shall be undertaken.

39. GOVERNING LAW AND JURISDICTION

- 39.1 The Loan Agreement and the Facility Documents (and the rights and obligations of the Parties hereunder and thereunder) is governed by and shall be construed in accordance with the laws of India.
- 39.2 Subject to the provisions contained in Clause 38 above, the Borrower agrees that the courts and tribunals at New Delhi shall have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Facility Documents and that accordingly any suit, action or proceedings (together referred to as "**Proceedings**") arising out of or in connection with the Facility Documents may be brought in such courts or the tribunals. Provided that the submission to the jurisdiction of courts of New Delhi shall not (and shall not be construed so as to) limit the right of the Lender to initiate proceedings against the Borrower in any other court of competent jurisdiction and nor shall the initiation of the proceedings in any one or more jurisdictions by the Lender preclude the taking of the proceedings by the Lender in any other jurisdiction (whether concurrently or not) if and to the extent permitted by Applicable Law.
- 39.3 The Borrower hereby consents generally in respect of any Proceedings arising out of or in connection with the Facility Documents to the giving of any relief or the issue of any process in connection with such Proceedings including, without limitation, the making enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.
- 39.4 To the extent that the Borrower may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Borrower agrees not to claim and irrevocably waives such immunity.

39.5. SMA/NPA

Any overdue in Borrower account will be classified as Special Mention Account (SMA). The basis for classification of SMA categories shall be as follows;

No. of days overdue	Type of SMA/ NPA classification
Upto 30 days	SMA-0
More than 30 days and upto 60 days	SMA-1
More than 60 days and upto 90 days	SMA-2
More than 90 days	NPA

For e.g. If due date of a Loan Account is March 31, 2021, and full dues are not paid by the Borrower till April 30, 2021 then the Borrower account will be classified as SMA-1 on April 30, 2021. If the Loan Account of the Borrower continues to remain overdue even after April 30, 2021 and full dues are not paid by the Borrower till May 30, 2021 then the Borrower account will be classified as SMA-2 on May 30, 2021. Subsequently if the Borrower has not paid the due till June 29, 2021 then the account of the Borrower will be classified as NPA on June 29, 2021.

I / We have read and understood the terms and conditions as mentioned here in above and I/we hereby acknowledge and confirm that the terms and conditions as mentioned here in above, shall be read together with and in conjunction with the Master Loan Agreement.