

DEFINITIONS

"Application" means application made by the Borrower to the Bank for the Financial Facility and all other information and documents submitted by the Borrower to the Bank with a view to get the Bank to make available the Financial Facility.

"EMI" or "Equated Monthly Instalments" means the amount of monthly payment necessary to amortise the Financial Facilities with interest, over the period of the Financial Facilities.

"Environmental, Social and Governance Laws" means any law, rules and regulations (including international treaty obligations) applicable concerning (i) environmental matters and natural resource management, (ii) employees and labour and their condition of workplace (particularly compliance with regulations relating to child and forced labour, discrimination and rights of association), (iii) protection of occupational as well as public health and safety, (iv) the regulations of public participation, (v) the protection and regulations of ownership of land rights (both formal and traditional), immovable goods and intellectual and cultural property rights, (v) all other laws, rules and regulations providing protection of employees and citizens, including respecting human rights life and fire safety and building integrity laws, rules and regulations.

"Environmental, Social and Governance Action Plan" means a plan (if any) setting out specific environmental, social and governance measures to be undertaken by Borrower, acceptable to both Parties and developed by Borrower and / or Bank.

"Excluded Activity" means any of the activities listed in Bank's ESG Exclusion List.

"Financial Facility" means the term loan sanctioned/to be sanctioned by the Bank to the Borrower in a sum as set out at Serial No.1 of the Schedule written hereunder and upto which the Bank may lend and advance to the Borrower and includes where the context so requires outstanding amounts under the Financial Facility, on the terms and conditions prescribed by the Bank from time to time and in force at the time of repayment.

"Sanction Letter" means the letter bearing number _____ dated _____ and addressed by the Bank to the Borrower and conveying the in principle sanction of the Bank of the Financial Facility to the Borrower.

"Person" means any person, firm, company, corporation, society, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing;

Reporting means an annual report as required by Bank, and that Borrower reports serious Environmental, Social and Governance incidents (including specifically fatalities) within 24 hours of occurrence.

"Security/Securities" means all, any or each of the guarantees and all assets, whether moveable or immoveable over which security, from time to time, is created or executed in favour of the Bank to secure the amounts outstanding under the Financial Facility or any part thereof;

1. LOAN AND TERMS OF THE LOAN

1.1 Loan

Based upon the Borrower's request, representations, warranties, covenants and undertakings as contained herein and in the loan application as well as Sanction Letter and other Transaction Documents executed / to be executed, by the Borrower in relation to the Loan, the Lender has agreed to make available to the Borrower and the Borrower has agreed to avail from the Lender, the Loan in the manner and on such terms and conditions mentioned in this Agreement and its Schedule. The Loan shall be granted for the tenure as provided in the Schedule hereunder written. In consideration of the Loan being sanctioned by the Lender, the Borrower agrees to unconditionally abide by and observe all the terms and conditions herein after set out and as may be stipulated by the Lender from time to time.

1.2 Purpose of Loan

The Loan has been granted for by the Lender to the Borrower for its use in the course of business and is more particularly provided in the Schedule hereunder written. The Borrower covenants that the Loan or amount advanced will be utilized for the purpose as stated herein and shall not

be utilized for any other purpose and all the terms and conditions of sanction of the Loan will be duly observed.

1.3 Interest

1.3.1 The Borrower(s) will be required to pay interest on the Loan as stipulated in the Loan Agreement that will be executed by and between the Borrower(s) and the Lender. Interest accrues (if any) is calculated on a daily basis on the total outstanding balance on that day, and is compounded and will be payable monthly, as on the due dates set in the Payment Schedule provided by the Lender. Interest in the normal course will form a part of the Equated Monthly Installments (EMIs) or Pre-EMIs payable by the Borrower(s). Default Interest, additional interest and interest on interest (as payable in accordance with the terms of the Loan Agreement) will be required to be paid by the Borrower additionally, that is to say, the same would not be covered as part of the EMIs or Pre-EMIs.

Rate of Interest may be of 2 types: Fixed Rate of Interest or Floating Rate of Interest. Switch from one type of Rate of Interest to another may be permitted by the Lender, at its sole discretion, subject to such terms and conditions as the Lender may deem fit, including but not limited to payment of such fees/charges by the Borrower as the Lender may specify.

GSBLR: The Floating Rate of Interest is linked to the Financial Benchmark India Ltd. (FBIL) 10 Years G-Sec Prices to call it G-Sec Price Benchmark Linked Lending Rate (GSBLR) which is subject to change from time to time, which is subject to variation without prior notice to the Borrower or any other person. The GSBLR which shall serve as the reference rate, will be determined by using the average of the last three months' end 10 year G-Sec price published by Financial Benchmark India Private Limited / Reserve Bank of India. (FBIL)/RBI.

The rate of interest for each withdrawal of the facility shall be stipulated by the bank at the time of disbursement of each withdrawal, which shall be sum of GSBLR + "Spread" per annum, subject to minimum of 10 Years GSBLR, plus applicable interest taxes or other statutory levy, if any, on the principle amount of the loan that remains outstanding each day. Above interest shall be reset at the end of every 90 days / at least once in 3 months (as applicable) from the date of disbursement of the facility as a sum of GSBLR + "Spread", prevailing on the reset date plus applicable interest tax or other statutory levy, if any. Any change in "spread" would be communicated by the bank from time to time. In case there is any change in the regulatory requirements by the regulator pertaining to provisioning norms and/or risk weightage applicable to the facility, the bank may revise the spread to reflect the regulatory change, subject to extant RBI guidelines.

The rate of interest under Fixed Rate Option may be reviewed and re-set by the Bank, from time to time or on directions of Reserve Bank of India. The rate of interest under Fixed Rate Option may be reviewed and re-set by the Bank on completion of each Block Period of 5 years. For this purpose 1st year of each Block Period will commence from 1st of April of the year in which the first disbursement under the Loan is made, irrespective of the month of disbursement, and shall end on 31st March of the following year. After completion of each Block period, the interest rate as re-set will be applicable. If there is any delay in revision/reset in interest rate, appropriate adjustment may be made in the account, effective from 1st April of the year. If the interest rate is not re-set, the prevailing rate shall continue to be applied until it is re-set. If interest rate is not re-set in the year when it is due, it shall be open to Bank to re-set the interest in any subsequent year and, in such an event, the interest rate as re-set, will be applicable from 1st April of the year in which it is re-set for the remaining years of the block period.

1.3.2 The Borrower further agrees that the Bank shall be entitled to revise the rate of interest, additional interest and/or periodicity of charging interest etc. as mentioned herein at any time during the tenure of the Loan by giving notice to the Borrower and/ or notifying on the notice

board of the Bank or in the website of the bank or by any approved means of communication including e-mail and SMS and shall thereafter be entitled to charge interest at the changed rate / rests as if the same was provided for in this Agreement.

1.3.3 The Borrower shall reimburse or pay to the Lender such amount as may have been paid or payable by the Lender to the Central or State Government on account of any tax levied on interest (and/or other charges) on the Loan by the Central or State Government. The Borrower shall make the reimbursement or payment as and when called upon to do so by the Lender.

1.3.4 Additional Interest:

On occurrence of any Event of Default as specified hereunder including but not limited to delay or failure of the Borrower to pay any amount on the due date as provided in the Schedule hereunder written, the Bank reserves the right to impose additional interest at such rate as provided in the Schedule hereunder written. Such obligation to pay the additional / default interest shall arise without the need for any notice thereof or demand therefore. It is hereby clarified that payment of any additional/default interest shall not entitle the Borrower to delay the payments towards the amounts due in respect of the Loan. The Lender's right to charge additional interest shall not, in any manner whatsoever, impair or hinder the Lender's rights to seek recourse to any other remedies available with the Lender on occurrence of an Event of Default.

1.3.5 Increased Cost:

The Borrower agrees to pay to the Lender, the amount of any cost incurred by the Lender or any of its affiliates as a result of:

- a) the introduction of, or any change in, or any change in the interpretation, administration or application of, any law or regulation; and/or
 - b) compliance with any law or regulation made effective after the date of Sanction Letter; and/or
 - c) additional solicitor's and lawyer's fees or introduction of new or additional stamp duty, registration charges and other incidental expenses incurred or levied in connection with the Loan.
- The Applicable Law shall mean and include all statutory, enactments, Acts of the legislature in India, Laws, Ordinance, rules, bye laws regulations, notifications, guidelines, policies, directions, directives and Orders of any Govt. and / or regulator as amended from time to time.

1.4 Interest Reset

1.4.1 The rate of interest stipulated will be subject to revision during the tenure of the Loan and shall be reset, depending on the Cost of fund of the Lender or depending on the directives of Reserve Bank of India from time to time. The said revision, if any, shall be intimated to the Borrower through any of the accepted modes of communication by the Lender.

1.5 Fees, Charges, Duties and Taxes

1.5.1 It has been agreed between the Parties that processing fees, administrative fees, commitment charges, charges towards issuance of duplicate statements, cheque bouncing charges, late payment charges and such other charges as are specified in the Schedule hereunder written shall be payable on the sanctioned Loan amount by the Borrower. Further, it has been agreed that all taxes and duties including /GST are to be borne by the Borrower.

1.5.2 The Borrower shall bear and pay all such imposts, duties and taxes (including Interest, stamp duty and other taxes, if any) as may be levied from time to time by any Government or other authority with the sanction of law, pertaining to or in respect of the Loan amount.

1.5.3 All sums payable by the Borrower under this Agreement shall be paid free of any restriction or condition and free and clear of and without any counter-claim, set off, deduction

or withholding, whether on account of tax deductions, charges, stamp duty, liability or impost or otherwise, if any, and the Borrower agrees as follows:

- (a) The Borrower shall make all payments to be made by it without any tax deduction, unless a tax deduction is required by law;
- (b) The Borrower shall promptly upon becoming aware that it must make a tax deduction (or that there is any change in the rate or the basis of a tax deduction) notify the Bank accordingly;
- (c) If a tax deduction is required by Law to be made by the Borrower, the amount of the payment due from the Borrower shall be increased to an amount which (after making any tax deduction) leaves an amount equal to the payment which would have been due if no tax deduction had been required;
- (d) If the Borrower is required to make a tax deduction, the Borrower shall make that tax deduction and any payment required in connection with that tax deduction within the time allowed and in the minimum amount required by Law;
- (e) Within 30 (Thirty) days of making either a tax deduction or any payment required in connection with that tax deduction, the Borrower shall deliver to the Bank evidence reasonably satisfactory to the Bank that the tax deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

1.5.4 The Borrower shall reimburse all sums paid and/or expenses incurred by the Lender in relation to the Loan within 30 (thirty) days from the date of intimation by the Lender as and when called upon to do so by the Lender or the Lender shall be entitled to include such amounts into the principal amount of the Loan and modify the EMI's and/or tenure of the Loan as may be decided by the Lender. All such sums shall carry additional interest from date of payment till such reimbursement at the rate specified in the Schedule.

1.5.5 All fees, charges and other monies payable/paid by the Borrower in relation to the loan application, Transaction Documents, all writings and other documents executed or entered into, by the Borrower, or as the case may be by any other person(s) in relation, or pertaining to the Loan shall be non-refundable.

1.6 Drawdown/ Disbursement

1.6.1 The Lender shall disburse the Loan as per the disbursement schedule provided in the Schedule hereto either in one lump sum or in suitable instalments/tranches upon the receipt of the disbursement request form from the Borrower to the Lender. Disbursement shall be made in such mode and manner as provided in the Schedule annex here in this agreement.

1.6.2 It is further agreed between the Parties that where the declared end use or any integral part thereof, during the subsistence of this Agreement, is declared illegal or becomes illegal on account of any promulgation, amendment, modification or re-enactment of any statute, notification, circular or order etc., then this Agreement shall stand terminated from the date from which the declared end use or any integral part thereof has become illegal, and the Borrower shall be liable to repay the entire Loan amount along with accrued interest, costs, charges, levies etc. forthwith to the Lender.

1.6.3 After execution of this Agreement, the Borrower shall not be entitled to cancel the Loan or refuse to accept the disbursement of the Loan, except with the approval of the Lender and on payment to the Lender, of such cancellation charges or foreclosure charges as provided in the Schedule hereunder and as may be modified by the Lender from time to time. The Bank shall however have the right to terminate all and/or any undrawn part of the Loan without giving notice to the Borrower. The Borrower shall be informed and intimated by the Bank of such termination of the undrawn amount of the Loan as soon as practicable by the Bank.

2. PAYMENTS, FORECLOSURE, INTEREST, FEES AND OTHER CHARGES

2.1 Payment

2.1.1 The Borrower agrees, undertakes and covenants that until the date of the repayment of the entire Secured Obligations, the Borrower shall pay Interest on the entire Outstanding Balance, at the Interest Rate, on a monthly basis, which shall comprise part of the EMIs or PEMIs, as the case may be, which Interest shall be calculated based on the actual number of days passed, with monthly rests and be compounded on a monthly basis, based on a 365-day year or such other basis as the Lender may determine from time to time. Provided that the interest payable by the Borrower shall be subject to the changes in interest rates made by the RBI from time to time.

2.1.2 (In the event that the Interest Rate for the Loan is a Floating Interest Rate) In the event of any revision in the applicable Interest Rate (which revision shall be effective from the date thereof), the Borrower shall thereafter be required to pay Interest on the Loan at such new applicable rate. In case there is a change in the GSBLR, the Interest Rate on the Loan may change on a quarterly/half-yearly/yearly frequency or such other frequency as the Lender may decide. Any change made by the Lender to the Floating Interest Rate, from time to time, shall be binding on the Borrower and shall become applicable as per these provisions. The Lender will apply the new applicable rate on 10th day each quarter (i.e.: 10th January, 10th April, 10th July, and 10th October). In case, 10th is a holiday (as per RBI holiday calendar for Varanasi), the next working day would be considered as the effective date in which it is changed, subject to the following terms and conditions:

- (a) Without prejudice to the general right available to the Lender to vary or amend the Repayment Schedule, from time to time and its rights under Clause 2.1 (**Payments, Interest, Fees and Other Charges**) below, the Lender shall consequent to any increase in the Floating Interest Rate, be entitled in its sole discretion to increase the EMI amount suitably including without limitation in the following cases:
 - (i) The EMI amount is not adequate to cover interest payments in full, or
 - (ii) The revision in the Interest Rate results, at the sole discretion of the Lender, in extension of tenure of the Loan Facility beyond the earlier of (1) the retirement age of the Borrower or (2) the Borrower turning such age as may be determined by the Lender from time to time, as the case may be;

Consequent to any change in the Floating Interest Rate, the Lender may at its sole discretion, decide not to change the EMI amount, in which event, in case there is an increase in the Floating Interest Rate, the interest component in an EMI will increase and the principal component will reduce resulting in an extension of the term of the Loan and vice versa when the Floating Interest Rate decreases.

- (b) In the event of any increase in the Floating Interest Rate, and consequential increase in the EMIs/ PEMIs which are required to be paid by the Borrower, as provided for in Clause 4.2(a) (Payments, Interest, Fees and other Charges), the Borrower shall be required to pay such increased EMI/ PEMI amount and/or the resultant differential amount as determined by the Lender in its sole discretion and intimated to the Borrower.
- (c) Consequent to any downward revision in the Floating Interest Rate, the Lender may, in its sole discretion, reduce the EMI amount and in such event.
- (d) GSBLR is subject to change as announced by Bank from time to time without the requirement of any notice/intimation to the Borrower in this regard.

2.1.3 (In the event that the Interest Rate for the Loan is a Floating Interest) The Lender hereby confirms that any change in the Interest Rate payable by the Borrower shall be informed to the Borrower and the Borrower agrees that the Borrower shall have no objection to any such revision in Interest Rate. The revised Interest Rate shall apply from the date of such revision.

2.1.4 The rate of interest under Fixed Rate Option shall be reviewed and re-set by the Bank on completion of a block of five years. For this purpose 1st year of each Block Period will commence from 1st of April of the year in which the first disbursement under the Loan is made, irrespective of the month of disbursement, and shall end on 31st March of the following year. After completion of each Block period, the interest rate as re-set will be applicable. If there is any delay in revision/reset in interest rate, appropriate adjustment will be made in the account, effective from 1st April of the year. If the interest rate is not re-set, the prevailing rate shall continue to be applied until it is re-set. If interest rate is not re-set in the year when it is due, it shall be open to Bank to re-set the interest in any subsequent year and, in such an event, the interest rate as re-set, will be applicable from 1st April of the year in which it is re-set for the remaining years of the block period.

2.1.4 Without prejudice to the general right available to the Lender to vary or amend the Repayment Schedule, from time to time, the Lender shall be entitled to amend the Repayment Schedule (including without limitation varying the amount of each PEMI (as applicable) or EMI), in case of:

- a) Any change occurring in the Interest Rate applicable to the Loan as per the provisions set out above, to reflect the change in the Interest Rate; and/or
- b) Disbursement of the Loan Amount in tranches/parts, each time a tranche is disbursed under the Loan.

2.1.6. The Borrower shall be required to make payment/repayment of the Loan Amount on the dates mentioned in the Repayment Schedule, applicable from time to time. The Loan Amount shall be paid by the Borrower, together with Interest accrued thereon, as provided for in Clause 2.1.1(**Payments, Interest, Fees and Other Charges**) above and Default Interest, if any, accrued thereon, which shall comprise of part of the EMIs and all additional Charges, which may be required to be paid by the Borrower, as provided for elsewhere in this Clause 2 (**Payments, Interest, Fees and Other Charges**).

2.1.7. The Lender, at its sole discretion but without being bound to do so, may at the request of the Borrower and on payment of a Re-pricing Fee by the Borrower permit the Borrower to change the applicable Interest Rate, with effect from a prospective date acceptable to the Lender. The Re-pricing Fee shall be determined by the Lender, from time to time, at its sole discretion. Such Re-pricing Fee shall be intimated by the Lender every time the Borrower makes a request for change in the applicable Interest Rate.

2.1.8. The Borrower agrees and acknowledges that all Charges and Taxes including but not limited to interest tax, and charges including but not limited to registration charges that may be levied in connection with the Loan or any Security in connection with the Loan on the Lender or otherwise shall be solely payable by the Borrower; and without limiting the obligation of the Borrower to pay, reimburse or incur the Charges and Taxes, forthwith when payable, the Lender shall be entitled to increase the EMIs, PEMIs or any other payment which is required to be made by the Borrower, under this Agreement, by any Charges, incremental taxes, whether by way of service tax, goods and services tax or any other taxes, hereafter levied on this transaction with retrospective or prospective effect. Without prejudice to anything set out herein and any other rights which the Lender may have under law or otherwise, the Borrower shall pay all Charges as set out in the Application Form, the Sanction Letter and/or as may be stipulated by the Lender

from time to time, at such time as may be specified by the Lender and forthwith in case no time is specified.

2.1.9. In the event of payment defaults, the Borrower agrees to pay to the Lender interest on any overdue amounts i.e. any amounts, in relation to which payment has not been made on the relevant Due Date, and in case of the occurrence of any other Event(s) of Default (not for non-payment), the Borrower agrees to pay to the Lender interest on the total Outstanding Balance, at the rate mentioned in Schedule I hereto ("**Default Interest**") over and above the applicable Interest Rate. Default interest shall be calculated daily based on the actual number of days in the year. Without prejudice to the foregoing, and for clarity, if the Lender recalls the Loan or any part thereof, the Borrower shall have to pay Default Interest on all outstanding principal, interest and other money(s) due and owing to the Lender from the date of recall until the date of full payment to the Lender.

Provided that nothing contained in this Clause 2.1.8, shall affect or prejudice the right of the Lender to declare an Event of Default and exercise the rights vested under this Agreement.

2.1.10. The Borrower hereby agrees and acknowledges that the Borrower, shall not be entitled to any set off, withholding or deduction of any amount from the payment due to the Lender under this Agreement.

2.1.11. The Borrower also agrees to pay the amount specified in in the Sanction Letter as non-refundable processing fee and the same shall be due from the Borrower, as a Condition Precedent. It is clarified that, even if the Loan or any part thereof is cancelled or the Borrower chooses not to avail the Loan (or any part thereof) then the Borrower/s shall remain liable to pay to the Lender the processing fee, in addition to the charges levied under Clause 1 above, if any.

2.1.12. The Borrower agrees to pay to the Lender all such other and further charges that may become payable by the Borrower to the Lender as a consequence of the Loan being availed by the Borrower under this Agreement.

2.1.13. Any charges mentioned in the Lender's statement of charges (forming part of the Application Form/Sanction Letter or as may be published in the Lender's website from time to time) which are/shall be payable by the Borrower in case of dishonour of any Payment Instrument(s) or similar events, are primarily towards the immediate part of the administrative costs in that regard and shall be without prejudice to the rights of the Lender under the Negotiable Instruments Act, 1881 and/or the Payment and Settlement Systems Act, 2007 or any of the Lender's rights under this Agreement, the Security Documents and/or any related documents, and payment of such charges shall not limit the liability of the Borrower, whether civil or criminal in nature.

2.1.14. Any dispute being raised about the computation of any EMI and/or PEMI, will not entitle the Borrower to withhold payment of any EMI and/or PEMI or any portion thereof. It is agreed and understood by the Borrower that the obligation of the Borrower to pay the EMI and/or PEMI is absolute and unconditional.

2.1.15. Without prejudice to any of the Lender's rights under Applicable Law or under the terms of this Agreement, Interest as aforesaid and the other amounts payable by the Borrower shall be charged/debited to the Borrower's Loan account on the respective Due Date thereof and shall be deemed to form part of the Outstanding Balance. Such amounts debited/ charged to the Loan Account shall accordingly attract Default Interest at the same rate as applicable to the Loan in terms of this Agreement from the relevant Due Date until payment thereof.

2.1.16. Notwithstanding anything contained in this Agreement or any other documents which is provided by the Lender to the Borrower, including without limitation the Sanction Letter, the

Parties agree that the Lender shall be entitled to revise, amend and modify any of the Charges payable by the Borrower, at any time during the tenor of the Loan. Upon any revision of the Charges payable by the Borrower, the Lender shall intimate the Borrower of the revision, and the Borrower shall be required to make payment on the basis of the revised Charges, from the immediately succeeding Due Date, in relation to the Loan.

2.1.17 Borrower's Liability:

The Borrower's liability hereunder shall not be affected, terminated or prejudiced by any amendments to or changes in the Borrower's constitution, or upon the Borrower becoming bankrupt or insolvent or any proceeding in respect thereof or any analogous step, but such liability shall continue in full force and effect and shall be binding on the Borrower's respective successors, assigns and Legal heirs

2.2. PREPAYMENT AND FORECLOSURE:

2.2.1. The Borrower, shall be entitled to prepay the Loan Amount or any part thereof, to the Lender, upon the fulfilment of the following conditions:

- a) The Borrower shall be required to intimate the Lender, in writing of its intent to prepay the Outstanding Balances or any part thereof, prior to the date of the proposed prepayment of the Loan, and request the Lender to provide a statement containing the terms and conditions of the prepayment of the Outstanding Balances, or any part thereof by the Borrower, in relation to the same;
- b) Upon receipt of the intimation as provided for in Clause 2.2.1(a) (**Prepayment and Foreclosure**), the Lender shall provide to the Borrower, the Foreclosure Statement, containing the terms and conditions applicable to the Borrower, in relation to the proposed prepayment;
- c) Subject to Clause 2.2.1(e) below, and subject to Applicable Law, the Borrower shall be required to pay prepayment charges as per the prepayment charges applicable at the time of such prepayment. The Lender in its sole discretion may revise applicable prepayment charges in accordance with the extant regulatory requirements.
- d) Notwithstanding anything contained in this Agreement or the Application Form, no prepayment charges shall be required to be paid by the Borrower, in the event that the Interest Rate on the Loan is in the form of Floating Interest Rate.

Notwithstanding anything contained in the foregoing sentence, in the event that due to a change in Applicable Law, the Lender becomes entitled to charge prepayment charges even in such cases, then to that extent this provision shall be deemed to have no effect and the Lender shall be entitled to charge prepayment charges even in such cases.

- e) The prepayment amount which shall be required to be paid by the Borrower on the concerned Due Date, shall be the amount specified by the Lender in the Foreclosure Statement, which shall be the aggregate of the Loan Amount, being prepaid, accrued Interest thereon, Default Interest (if any), if any and all other Outstanding Balance, if any, and applicable Charges which are payable by the Borrower.

2.2.2. In the event that a Prepayment is effected by the Borrower in respect of the entire Outstanding Balance due in respect of the Loan, in the manner and upon the terms and conditions provided for in this Clause 2.2 (**Prepayment and Foreclosure**), the Borrower, shall be entitled to request the Lender to release the charge created over the Property and any other assets, properties comprising part of the Security which may have been issued by the Borrower, under the terms of the Agreement. The Lender shall, except in cases where the Lender has the right to retain security as provided for in Clause 3 (**Security**), release the charge created over the Secured Assets, on a receipt of such request.

3. SECURITY

3.1.1 In consideration of the Lender granting/agreeing to grant the Loan and as security for the repayment of the principal amount of the Loan, payment of all interest, prepayment charges, liquidated damages, costs, fees, charges, duties, taxes, expenses and all other monies as may be payable under this Agreement and all costs, charges and expenses, including but not limited to the costs, legal expenses, if any, of preserving the security/ies and/or enforcement thereof, incurred by the Lender in the performance of its duties and obligations under this Agreement, the Borrower shall create such security as may be demanded by the Bank from time to time including the security as specified herein below (hereinafter referred to as the "Security") and execute the relevant Security Documents, more particularly provided in the Schedule hereunder, which shall be a condition precedent for the disbursement of the Loan.

[Strike off whichever is not applicable]

3.1.2 First and Exclusive Mortgage and Charge

The Borrower shall grant, convey, assign, assure, charge and transfer exclusively, by way of a first and exclusive charge in favour of the Bank, the immovable property which is more particularly provided under the head of Security in the Schedule hereunder written which shall subsist and continue until repayment by the Borrower to the Bank of the principal amount of the Loan in full and also payment of all interest and all other monies as may be payable under this Agreement with a provision for redemption by way of re-conveyance, re-assignment, re-transfer and release. The terms of the mortgage and charge shall be as recorded in the Indenture of Mortgage/ Memorandum of Entry to be executed in favour of the Bank. The Borrower shall not create any manner of interest on the Security in favour of any other person or body, except with the prior written consent of the Bank.

3.1.3 Hypothecation

The Borrower shall hypothecate and create a charge in favour of the Bank as and by way of a first and exclusive charge on all the movable properties more particularly provide under the head of Security in the Schedule hereunder written, which shall subsist and continue until repayment by the Borrower to the Bank of the principal amount of the Loan in full and also payment of all interest and all other monies as may be payable under this Agreement. The Borrower further agrees that the Security shall also be security for all other monies that may be due and payable by the Borrower to the Bank on any account whatsoever, whether present or future, including the liability of the Borrower as a surety or co-obligor either simply or along with any other person. The Borrower agrees with, and undertakes to the Bank that the Bank shall have an exclusive charge over the Security and that the Borrower shall not create any manner of interest in the Security or any of them in favour of any other person or body, except with the prior written consent of the Bank. The Parties shall execute a Hypothecation Deed in respect of the same.

3.1.4 Pledge

The Borrower has agreed to pledge the movable properties more particularly provided under the head of Security in the Schedule hereunder in favour of the Bank in the form and manner

satisfactory to the Bank in the manner and on the terms and conditions contained in the Deed of Pledge to be executed between the Parties.

3.1.5 Assignment

The Borrower has agreed to assign in favour of the Bank, all its/his/her/ their insurance policies/ bonds/such other policies as more particularly provided under the head of Security in the Schedule hereunder, in the form and manner satisfactory to the Bank in the manner and on the terms and conditions contained in the Assignment Deed to be executed between the Parties.

In case of an assignment of the entire Loan by the Lender to a bank or financial institution, if the Interest Rate applicable to such Loan at the time of the assignment is a Floating Interest Rate then though the Interest Rate applicable to the Loan on the date of assignment vis-à-vis the assignee will be the same as was applicable vis-à-vis the Lender on such date, it will be computed with reference to the reference rate of the assignee bank/ financial institution and accordingly the spread applicable with reference thereto shall be adjusted by such assignee lender.

3.1.6 Marketable Title and Preservation of Security

The Borrower shall make out a good, clear and marketable title to all the Security offered and/or to be offered as a security to the Bank for securing the said Loan and keep them free from any encumbrances to the satisfaction of the Bank.

The Bank shall be entitled to take any actions deemed necessary in its sole discretion to preserve the Security. In an Event of Default, the Bank may, take any actions deemed necessary in its sole discretion to preserve the Security, irrespective of whether or not the Borrower has been taking steps to do the same. All costs incurred by the Bank to preserve such Security after the happening of an Event of Default, or in relation to the recovery of amounts due under the Transaction Documents shall be charged to the Borrower and reimbursed as the Bank shall specify.

4. CONDITIONS PRECEDENT

4.1 The Lender shall have the discretion to not disburse at any time, any amount under the Loan unless the following conditions are complied with in the sole discretion of the Lender:

4.1.1 The Loan Agreement and such other Transaction Documents are duly executed, and delivered to the Lender by the Borrower;

4.1.2 The Borrower shall have provided such information as may be called by the Lender in order to verify the credit worthiness of the Borrower;

4.1.3 The Borrower submits to the satisfaction of the Lender all such documents for verification as are required to be provided under the Bank's Policies

4.1.4 The Borrower submits to the Lender, SI/ NACH mandate towards repayment of all the instalments. The Borrower creating the Security in favour of the Lender for repayment of the Loan in terms of this Agreement including execution and registration (as may be required) of all security documents, in a form and substance satisfactory to the Lender, and complying with all such other conditions as may be required in relation to creation of the Security in a form enforceable by the Lender;

4.1.5 The Borrower submits to the Lender, any other documents or writing including Power of Attorney in favour of the Lender, as the Lender may require in its sole discretion.

4.2 The Lender may not, having disbursed any amount, disburse any further amount under the Loan, unless the following conditions are complied with in the sole discretion of the Lender before such further disbursement: -

4.2.1 No Event of Default as specified in clause 9 hereinafter shall have occurred;

4.2.2 The Borrower shall have produced evidence of the utilization of prior disbursements and also in respect of proposed disbursements;

4.2.3 The Borrower shall have produced his/their periodic financial statements;

4.2.4 No extra ordinary circumstances shall have occurred, which in the sole opinion of the Lender may make it improbable for the Borrower/Co-Borrower or otherwise adversely affect his/their capability of fulfilling any of the terms and conditions contained in this Agreement.

5. CONDITIONS AND COVENANTS

5.1 In consideration of the Lender having advanced/agreed to advance the Loan to the Borrower, the Borrower hereby undertakes that it shall comply with the following conditions and covenants during the Tenure of this Agreement and until full repayment of the amounts due under this Agreement:

5.1.1 Affirmative Covenants

The Borrower shall comply with the following:

- i. obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorizations, approvals, licenses and consents if any required to enable it to enter into and perform its obligations under this Agreement and to ensure the legality, validity, enforceability or admissibility in evidence of this Agreement;
- c) Use the said Loan for the Purpose for which it is sanctioned. In case the Borrower fails for any reason to utilize the Loan for the said Purpose or utilizes any part of the said Loan for any purpose other than the said Purpose, the Lender shall be entitled to rescind this Agreement on that ground and to recall the Loan on 15 (fifteen) days' notice in writing to the Borrower.
- d) Conduct the business to the best of its ability, in an orderly, efficient and customary manner.
- iv. Promptly give written notice to the Lender of:
 - a. all litigation /dispute / action from/against the Borrower from anyone (including any governmental or regulatory authority) materially affecting the Borrower, which is threatened and/or likely to be filed and/or filed,
 - b. any Event of Default under the terms of this Agreement or of any document provided for herein.
- v. Promptly inform the Lender if the Borrower is on the verge of being declared as bankrupt/insolvent.
- vi. If the Bank is of the opinion, at any time, during the subsistence of this Agreement, that, Security created is insufficient to cover the amount of the said Loan and interest, then the Bank shall be entitled to call upon the Borrower to provide further or additional security, to the satisfaction of the Bank, such additional security being on such further or additional properties and assets as may be acceptable to the Bank.
- vii. Pay all costs, charges and expenses in any way incurred by the Lender, including travelling and other allowances, such stamp duty, registration fees, other duties, taxes, charges and other penalties if and when the Borrower is required to pay according to the laws for the time being in force., and in the event of the Borrower failing to pay such stamp duty, other duties, taxes and penalties, as aforesaid, the Lender will be at liberty (but shall not be obliged) to pay the same and the Borrower shall reimburse the same to the Lender on demand with Interest thereon at the same rate as on defaulted Instalments in respect of the Loan as specified hereinabove with monthly rests from the date of payment and until such reimbursement by the Borrower. The Borrower shall pay inspection charges, commitment charges and all other applicable charges.

viii. Upon notice from the Lender, pay or reimburse to them all legal charges, costs and expenses in any way incurred by them in connection with or relating to this transaction., including cost towards searches, travelling allowances, drafting, stamping and registration of the Transaction Documents, obtaining any other requisite approvals as may be applicable and the fees of the Lender's legal counsel.

ix. The Borrower shall maintain a Fixed Debt Service Ratio (as defined in the Bank's policies), if applicable, and also comply with other norms in accordance with the Bank's policies.

x. The Borrower shall ensure strict compliance of all applicable laws and statutory / regulatory requirements, permissions, approvals, sanctions, conditions and requirements of the State or Central government / local authorities.

xi. The Borrower shall not undertake expansion / diversification without obtaining prior written permission of the Lender and without proper tie-up of funds.

xii. The Borrower shall furnish to the Bank all such information, statements, particulars, estimates and reports as the Bank may require from time to time. As to the compliance with the terms of this Agreement and shall also submit to the Bank, in form and detail satisfactory to the Bank, the Financial Statements at such intervals and time, as may be prescribed/ required by the Bank from time to time.

xiii. The Borrower shall comply with the reporting requirements (including bank statements for all accounts held by the Borrower, annual (audited) and semi-annual financial statements, notices of default, notices of material litigation, and such other information and such access to the Borrower's properties, books and records as the Bank may reasonably request).

xiv. The Borrower, if applicable, shall provide quarterly, unaudited financial statements within 30 (thirty) days of the close of relevant quarter and audited financial statements within 6 (Six) months of year end and drawing power statements on a monthly basis.

xv. The Borrower hereby agrees and authorizes the Lender and/or its regulator(s) or any third parties appointed by the Lender and / or its regulator(s) to inspect the Borrower's premises and/or books of accounts. The Borrower shall reimburse all costs and expenses incurred by the Lender, its regulator(s), third parties appointed by the Lender or its regulator(s) for such purposes.

xvi. The Lender shall have the right to withdraw/modify all/any of the sanction conditions or stipulate fresh conditions under intimation to the Borrower.

xvii. The Borrower hereby agrees to accept as conclusive proof of the correctness of any sum claimed by the Bank to be due from the Borrower in respect of the said Loan, a statement of account made out from the books of the Bank and signed by an officer of the Bank, without production of any voucher, documents or other papers.

xviii. The Borrower shall perform and execute, upon request of the Bank, such acts and deeds, as may be necessary to carry out the intent of this Agreement

The Borrower covenants with the Bank that the Borrower shall appraise the Bank of the occurrence or likely occurrence of any event which is likely to affect the capacity of the Borrower to repay the said Loan or interest there on or likely to affect the Security for the said Loan or the obligations of the Borrower to the Bank in respect of the said Loan.

5.1.2 Negative covenants:

Notwithstanding with the prior written consent of the Lender, the Borrower shall not:

(a) Create any other charge/encumbrance on the Security, without prior written consent of the Lender. For the purpose of this clause, the term encumbrance shall include mortgage, pledge, charge, privilege and priorities of any kind whatsoever;

(b) Effect any change in its composition and business capital;

(c) Diversify or change the line of business;

(d) Undertake any expansion or make any capital expenditure other than those estimated/projected;

(e) Enter into borrowing arrangements either on secured or unsecured basis with any other person/bank/financial institution other than the Lender;

(f) Enter into any contractual obligations of a long-term nature affecting the Borrower financially to a significant extent;

- (g) Use the Borrower's funds towards unrelated activity or invest the Borrower's funds in shares, debentures, deposits or other instrument of any entity;
- (h) Encumber or dispose of any of the assets owned and held by the Borrower.

5.1.3 Other Covenants

Borrower covenants to Bank that:

- a) Borrower shall comply with all laws (including laws relating to environment, social labour and governance Laws) applicable to the Parties.
- b) Borrower agrees that it shall not directly or indirectly, take part in or financing any activity, production, use of, trade in, distribution of, or otherwise involved in any excluded activity except that, in the case of tobacco, the Bank shall use all reasonable efforts not to provide funding to clients engaged in such activities and shall ensure that in all events, the Party's aggregate funding to such clients shall not at any time exceed two per cent. (2%) of the Party's total disbursed portfolio in respect of such Relevant Financing Operations.
- c) Borrower shall put in place appropriate procedures and policies to restrict its employees, consultants or other agents from causing breach of (a) any conditions, covenants or undertakings under this [agreement] and (b) Environmental, Social and Governance Laws.
- d) Borrower shall put in place appropriate procedures and policies to prohibit the engagement of any person under 18 years of age on a worksite, regardless of their direct employer.
- e) Borrower shall put in place appropriate procedures and policies to respect the right of all workers to bargain collectively (through a trade union or other appropriate mechanisms). Additionally, it shall not discriminate in respect of any employment decision against workers on the grounds of their trade union membership.
- f) Borrower shall best endeavours to ensure that all subcontractors, including labour-only contractors, are required to comply with all Environmental, Social Labour and Governance Laws and with clauses III (d) & (e) related to child labour and freedom of association.
- g) Borrower shall, if required by Bank, finalize an ESG Action Plan, and comply with the milestones provided therein.
- h) Borrower shall deliver to Bank, such information on the [project] as may be considered necessary or desirable to Bank, and to report on serious incidents within 24 hours (including, without limitation, explosions, any workplace accidents that result in death, serious or multiple injury, material pollution, or any violent labour unrest or dispute between the Company and local communities).
- i) Borrower shall promptly, [upon receiving [Z] days prior notice from Bank,] permit Bank (through its representatives, delegates or persons nominated by it), to inspect, examine and audit, the operations, business, and activities of Borrower

5.2 Except what has been stated herein or elsewhere, the Lender shall have the right to review the Loan and/or any of the terms and conditions of this Agreement and/or any of the Transaction Documents at such intervals as the Lender may deem fit in its absolute discretion.

6. BORROWER'S REPRESENTATIONS AND WARRANTIES

6.1 Save and except to the extent already disclosed under this Agreement, the Borrower hereby represents, warrants and undertakes as follows:

(a) All information furnished by the Borrower to the Lender from time to time, is true and correct and shall be deemed to form part of the representations and warranties on the basis of which the Lender has agreed to provide the said Loan. The Borrower shall notify in writing to the Lender of any circumstances affecting the correctness of any of the particulars provided by the Borrower to the Lender, immediately on the happening or occurrence of such circumstance.

(b) There is no litigation/proceedings pending against the Borrower and the Borrower is not at present aware of any facts likely to give rise to such litigation/proceedings or to material claims.

(c) The execution of this Agreement has been and the execution of the Transaction Documents will be validly authorized and the obligations expressed as being assumed by the Borrower hereunder and under the Transaction Documents by the Borrower constitute and will constitute valid legal and binding obligations of the Borrower enforceable against the Borrower in accordance with their terms.

(d) Neither the execution and delivery hereof and of the Transaction Documents by the Borrower nor the performance or observance of any of obligations of the Borrower thereunder shall;

i. conflict with or result in any breach of law, statute, rule, order, trust, agreement or other instrument, arrangement, obligation or duty by which the Borrower is bound; or

ii. cause any limitation on any of the powers whatsoever of the Borrower however imposed.

(e) The Borrower has all the requisite legal power and authority to execute this Agreement and to carry out the terms, conditions and provisions, hereof, and to carry out the terms, conditions and provisions and the execution and delivery of this Agreement by the Borrower has been duly authorized by all requisite action, and will not contravene any provision of, or constitute a default under, any other arrangement or instrument to which it is a part or by which it or its property may be bound.

(f) The Borrower hereby declares that all the Security shall at all times be subject to the charge or charges in favour of the Bank and the Borrower confirms that it has not created nor shall create any other charge, trust, pledge, lien, claim or encumbrances whatsoever on the same in favour of any person.

(g) There are no mortgages, charges, lis pendens or liens or other encumbrances or any right of way, light or water or other easements or right of support on the Security or any charge or encumbrance whatsoever on the Security.

(h) The Borrower is not in default under any law, rule, regulation, order, mortgage, trust, instrument, agreement or other instrument, arrangement, obligation or duty by which the Borrower is bound.

(i) The Borrower and its related party is of good financial standing and in a position to meet its ongoing obligations and has not been served with (or threatened with) a notice of insolvency or bankruptcy under insolvency and bankruptcy code.

(j) The Borrower has been provided with a copy of and has read and understood the Bank's policies and has undertaken to abide by the same.

(k) Neither the Borrower nor any of its partners / members / directors / trustees / (as applicable) have been included in any list of defaulters by any regulatory/statutory authority and/or banks and/or financial institutions and/or non-banking financial companies etc.

(l) The Borrower has obtained the necessary permissions, sanctions, approvals and consents for carrying on its business. The said permissions, approvals and consents are in force and subsisting and the Borrower undertakes to strictly comply with all such permissions.

(m) No Event of Default (as defined hereinafter) or potential Event of Default has occurred and/or is in existence or continuing.

(n) The Borrower has furnished to the Lender, its latest audited Balance Sheet and bank statements. The financial position of the Borrower has not been affected by losses or other material changes, thereafter.

(o) The Borrower undertakes to the Lender that the Borrower shall make arrangements satisfactory to the Lender for meeting shortfall, if any, in the resources of the Borrower for repayment of the said Loan.

(p) Borrower is in compliance with all laws (including Environmental, Social labour and Governance Laws) applicable to the Parties.

(q) Borrower is not taking part in or financing any activity, production, use of, trade in, distribution of, or otherwise involved in any Excluded Activity except that, in the case of tobacco, the Borrower shall use all reasonable efforts not to provide funding to clients engaged in such activities and shall ensure that in all events, the Party's aggregate funding to such clients shall not at any time exceed two per cent. (2%) of the Party's total disbursed portfolio in respect of such Relevant Financing Operations.

(r) [Except to the extent disclosed in writing to Bank], Borrower is not aware of any claims instituted or threatened against it for breach of any laws (including Environmental, Social and Governance Laws).

6.2 The Borrower shall be deemed to repeat the representations and warranties contained in this clause on each day until the date of repayment of the entire amount due hereunder.

6.3 The Borrower does hereby agree, undertake, record, declare, admit, assure, promise, acknowledge and confirm to abide by, accept, satisfy, install, carry out, perform and comply fully with all the terms, conditions, requirements, sanctions, provisions and stipulations or any amendments or modifications therein made or to be made by the Bank at any time or from time to time in its discretion concerning any of the Loan limits or accounts without any reference, notice or intimation by the Bank in that behalf.

6.4 The Borrower declares, assures and states that, except as mentioned hereunder, the Borrower is not a director nor relative ^ of any director or none of its directors/partners /members (if the Borrower is a company/partnership firm) is a director; of the Bank or any other Banks including Scheduled Co-operative Banks, subsidiaries/trustees of mutual funds/ venture capital funds; and the Borrower is not a relative or none of its directors/ partners/ members (if the Borrower is a company/partnership firm) of any Senior Officer # of the Bank or of any other Banks;

*Applicable in cases where borrower is maintaining savings a/c with **Utkarsh Small Finance Bank Limited**.

#The term 'Senior Officer' means an officer of the Bank, who is in equivalent scale as an officer in senior management level in Grade IV any officer and above in a nationalised bank or any officer in equivalent scale in the State Bank of India and associate banks and in any banking company incorporated in India.

The term "relative" shall mean and include any or all of the following persons:

- (a) Spouse
- (b) Father
- (c) Mother (including step-mother)
- (d) Son (including step-son)
- (e) Son's Wife
- (f) Daughter (including step-daughter)
- (g) Daughter's Husband
- (h) Brother (including step-brother)
- (i) Brother's wife
- (j) Sister (including step-sister)
- (k) Sister's husband
- (l) Brother (including step-brother) of the spouse
- (m) Sister (including step-sister) of the spouse.

The Borrower makes the above declaration solemnly and sincerely believing the same to be true and knowing fully well that on the faith and strength of the correctness thereof the Bank has agreed to grant the Facility. The Borrower also agrees that it is a condition of the grant of the

facility that if any statement made with reference to the above is found to be false at any time the Bank shall at liberty and entitled to revoke the facility.

OR

The Borrower declares that the Borrower is related to the director(s) and /or Senior Officer(s) of the Bank or of any other Banks as specified in schedule "A" hereto:

6.5 It is agreed by the Borrower, that without prejudice to any rights of the Bank, all acts/ steps as are necessary for the Bank to take in order to monitor the Loan and utilization thereof and/or the obligations of the Borrower and /or the Borrower's compliance with the terms thereof and / or to recover amounts due to the Bank or any part or portion thereof, shall and/or may be carried out by and / or through such other person (including a company, a firm or body corporate) as may from time to time be appointed by the Bank in respect thereof and that the Bank will at all times be entitled to share with any such other person that may thus be appointed by the Bank, all documents, statements of accounts and other information of whatsoever nature pertaining to the Borrower and/or the said Loan. Further, the Borrower expressly recognizes and accepts that the Bank shall, without prejudice to its rights to perform such activities either itself or through its officers or servants, be absolutely entitled and have full power and authority to appoint one or more third parties of the Bank's choice and to transfer or delegate to such third parties, the right and authority to collect on behalf of the Bank, all unpaid amounts and to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto including receiving the amounts due, and generally performing all lawful acts as the third party may consider appropriate for such purposes.

7. INSPECTION AND DISCLOSURE OF INFORMATION

7.1 Inspection

7.1.1 As from the date of this Agreement and so long as any amount under the Loan remains outstanding, the Borrower shall permit the Lender and its authorized representatives to carry out periodical inspection or examine the books of accounts of the Borrower and to have its offices/ assets inspected from time to time by the officers of the Lender and/or independent consultant and to carry out technical and legal inspections. Any such representatives of the Lender shall after giving a reasonable notice to the Borrower, have access to any part of the Borrower's premises, godowns, places and to its records, registers and accounts and shall receive full co-operation and assistance from the Borrower and its employees. The cost of such inspection, shall be borne and paid by the Borrower on demand and until payment, the same shall carry interest at the same rate as on defaulted instalments in respect of the said Loan.

7.2 Disclosure of information

7.2.1 The Borrower consents to disclosure by the Lender of information and data relating to the Borrower, the said Loan, the obligations assumed or to be assumed by the Borrower in relation to the said Loan and default, if any, committed by the Borrower in discharge thereof and accordingly:

(a) agrees and consents to the disclosure by the Lender of all or any such information and data relating to it, the said Loan, and default, if any, committed by it in discharge of such obligations as the Lender may deem appropriate and necessary to disclose and furnish to Reserve Bank of India ("RBI") and to the Credit Information Bureau (India) Ltd. ("CIBIL") and any other agency authorized in this behalf by the RBI;

(b) declares that the information and data furnished by it to the Lender is true and correct as of the date such information and data was provided to the Lender or, where such information and data relate to a specific date or period, on such date or in respect of such period;

(c) undertakes that RBI, CIBIL and any other agency so authorized may use and process the said information and data disclosed by the Lender in the manner as deemed fit by them and furnish for consideration, the processed information and data or products thereof prepared by them, to

banks/financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.

8. CROSS COLLATERALISATION

Any security(ies) furnished by the Borrower, under any other agreement entered into or to be entered into with the Lender, shall be deemed to be the security(ies) under this Agreement and shall not be discharged till such time all the loan(s) are fully discharged to the satisfaction of the Lender. The Borrower expressly agrees and accepts that in the event of any default being committed by the Borrower under any other agreement with the Lender, under which the Borrower is enjoying financial/ credit facility, such event, shall be considered as an event of default occurred under this Agreement and the Lender, shall be absolutely entitled to exercise all or any of its rights under this Agreement including right to set off in respect of any amount standing to the credit of the Borrower in any/all of the loans/facility (ies) availed/to be availed from the Lender.

9. EVENTS OF DEFAULT

9.1 Notwithstanding anything contained herein or in any Transaction Documents executed by / to be executed by the Borrower in the Lender's favour, the Lender shall at its option declare the said Loan and all of the obligations of the Borrower to the Lender hereunder, immediately due and payable, after giving a notice of 7 (seven) days to the Borrower, irrespective of any agreed maturity, upon the happening of any of the following events ("Events of Default"). In any of the following Events of Default, the LENDER shall be entitled to demand payment of the entire amount then outstanding in respect of the said Loan, as if the period for repayment has expired and shall also be entitled, on failure to pay the interest at the end of each month to debit it to the Borrower's accounts and capitalize the amount of such interest as if such amount was a fresh loan advanced by the Bank to the Borrower and shall be entitled to charge like interest thereon, in addition to charging penal/additional interest at the rate mentioned in the Schedule hereunder written from the date of default to the date of payment of entire overdue amount with interest.

The following event/s, either singly or together shall constitute an Event of Default, that is to say:

9.1.1 Default in payment by the Borrower of any installment/s of principal amount, Interest, commission, service charges, expenses or any other monies due and payable and/or any amount due under this Agreement, on demand by the Lender;

9.1.2 Any representation or information given by the Borrower in terms of the Agreement, the Transaction Documents or as may be called upon by the Lender and any representations or statements, made or deemed to be made, or any undertaking(s) given by the Borrower are found to be misleading, incorrect or false, materially affecting the continuation of the Loan or the Borrower commits or threatens to commit any breach or repudiates or threatens to repudiate or there is default in performance of any other covenant, condition or stipulation on the part of the Borrower under this Agreement or any Transaction Documents;

9.1.3 Non-submission by the Borrower of any documents or information as may be reasonably called upon by the Lender to assess and determine that the Borrower is sound and its operations are conducive to the interest of the Borrower or its creditors;

9.1.4 Any proceeding or imminent threat of proceeding initiated against the Borrower, by any party under laws of insolvency and bankruptcy code or under any other statutory provision(s) or law(s) applicable to the Borrower which may lead to its declaration as insolvent or bankrupt;

9.1.5 If the Borrower creates or attempts to create any encumbrance/ charge over the Security created in favour of the Lender, without prior written permission of the Lender;

9.1.6 If there is any deterioration or impairment of the Security or any part thereof or any decline in the value or market price thereof (whether actual or reasonably anticipated), or any event

occurs which causes or may in the opinion of the Bank cause the Security or any part thereof to become unsatisfactory as to character or value;

9.1.7 If an attachment or distraint is levied on the mortgaged / charged properties/Security/or any part thereof and/or court proceedings are taken or commenced for recovery of dues from the Borrower;

9.1.8 The Borrower is or becomes unable to pay its debts or the Borrower is, in the opinion of the Lender, threatened with takeover by any other entity, individual or group of individuals;

9.1.9 If any attachment, distress, execution or other process is enforced, initiated or levied upon the Borrower or its properties or a receiver is appointed in respect any property /assets of the Borrower;

9.1.10 If there is a failure in business, commission of an act of bankruptcy, general assignment for the benefit of creditors, if the Borrower suspends payment to any creditors or threatens to do so, any petition in bankruptcy of by, or against the Borrower is filled;

9.1.11 If any Governmental or other license, approval, authorization, consent or exception, required to enable the Borrower to perform any of its obligations under this Agreement, is withdrawn or modified or if it becomes unlawful for the Borrower to perform any of its obligations under this Agreement, or if the management of the undertaking or the business of the Borrower is taken over or the Borrower suspends or ceases to carry on all or a material part of its business;

9.1.12 If the Borrower opts to discontinue his/their profession or close down his/their business/trade for any reason whatsoever;

9.1.13 If there is a material adverse effect on the Borrower's business operations or constitution or in its future business prospects, either on account of threatened, potential or actual, material disputes, litigation or legal process, change in regulatory or other financial provisions, alienation of its properties or assets by any means, imposition of any administrative or investigative actions by statutory or other regulatory authorities;

9.1.14 A moratorium, standstill, or similar suspension of payments in respect of the indebtedness, whether internal or external, of the Borrower, has been or may in the reasonably foreseeable future be declared by the government, RBI or any other governmental agency of the Borrower or the Lender;

9.1.15 Cross Default

9.1.16

(a) If the Borrower defaults or threatens to default in discharging its liability, under any other agreement or other writing between the Borrower and the Lender, or under any other agreement with the other creditors, or in the performance of any covenant, term or undertaking thereunder, or

(b) If the Borrower suspends or threatens to suspend any payment to any creditor when due or any creditor of the Borrower becomes entitled to declare any sums due and payable prior to the date on which it would otherwise have become due, or

(c) any financial indebtedness including any money borrowed or raised, receivables sold or discounted or any other transaction entered into by the Borrower having the commercial effect of borrowing or any guarantee or indemnity given by the Borrower (hereinafter together collectively referred to as "financial indebtedness") is/are not paid when due nor within any originally applicable grace period; or

(d) any commitment for any financial indebtedness of the Borrower is cancelled or suspended by a creditor as a result of an event of default (howsoever described);

If the financial institutions and/or banks with whom the Borrower has entered into or shall be entering into agreements for financial assistance have refused to disburse the moneys or any part thereof, or have recalled the same under their respective agreements with the Borrower, or there is any deterioration in the Borrower's credit rating;

9.1.17 The Borrower causes to undertake any action, event or step, which directly or indirectly, causes any change in the representations and warranties made by the Borrower under this Agreement or any other Transaction Documents without the prior written approval of the Lender, or there are any circumstances which in the sole judgment of the Lender are prejudicial to the interest of the Lender;

9.1.18 If the Borrower dissolves or ceases or threatens to discontinue or carry on its business;

9.1.19 If the Borrower commits a breach of or default under any of the Transaction Documents;

9.1.20 If the Borrower fails to comply with any of the conditions and/or covenants stipulated in this Agreement;

9.1.21 If the Borrower fails to create the Security or give Security Cheques/ SI/ NACH or submit additional documents to the Lender as provided herein;

9.1.22 If the Borrower fails to sign and execute such documents, papers, writing or such additional documents, papers or writing as required and called upon within 10 days from the date of intimation by the Lender during the tenure of this Agreement, till the time all amounts hereunder are repaid to the satisfaction with the payment to the Lender;

9.1.23 If any circumstance or event occurs which in the opinion of the Lender is prejudicial to or impairs or imperils or jeopardizes or is likely to prejudice, impair, imperil, or jeopardize or adversely affect in any manner, the ability/ capacity of the Borrower to perform or comply with its obligations hereunder to repay the Loan;

9.1.24 Any change taking place in the ownership or control of the Borrower whereby the effective beneficial ownership or control of the Borrower will change or any material change in the management of the business of the Borrower;

9.1.25 If the Loan amount or any part thereof is utilized for any purpose other than the Purpose for which it is sanctioned by the Lender;

9.1.26 If any extra-ordinary circumstances shall have occurred, which shall make it impossible for the Borrower to fulfil any of its obligations hereunder.

9.1.27. There exist any circumstances which in the opinion of the Lender prejudicially affects or may affect the Lender's interest or the Borrower's ability to repay the Loan.

9.1.28. Demise of the Borrower or if the Borrower compounds with its creditors or permits any attachment or sequestrations or other processes against any of its assets or properties.

9.1.29. If in the opinion of the Lender, the Borrower is unable to service the Loan
On the question whether any of the above events/circumstances has occurred/ happened, the decision of the Bank shall be final, conclusive and binding on the Borrower

9.2 Consequences of default

9.2.1 The Borrower agrees and acknowledges that the following consequences shall forthwith ensue upon the occurrence of an Event of Default:

(a) Repayment of the Loan shall be accelerated and all amounts due including the entire amount of the Loan outstanding and all accrued Interest due thereon, irrespective of schedule of repayment shall become forthwith payable by the Borrower to the Lender and the Security created in favour of the Lender shall become forthwith enforceable in accordance with the terms of this Agreement and the Transaction Documents and nothing herein contained shall be deemed to affect or prejudice the rights or powers of the Lender to demand repayment of the Loan and all monies due and payable by the Borrower under this Agreement;

(b) In addition to the above, the Lender shall be entitled to adopt criminal and/ or civil proceedings against the Borrower, including but not limited to for dishonour of cheques under Section 138 of the Negotiable Instruments Act with the recent amendment.

(c) The Lender shall be entitled, without any prior or further notice to disclose to the Reserve Bank of India, Credit Information Bureau (India)Ltd. or any other authority or any other third person, the name/identity of the Borrower and the fact of the Borrower having committed the act of default with full details thereof.

(d) The Lender shall be entitled to sell and dispose of the Security and appropriate the proceeds thereof. The Borrower shall not raise any objection to the regularity of any sale or other disposition made by the Lender. Nothing herein contained shall prejudice any other security, present or future or any right or remedy available to the Bank against the Borrower, their partners or other persons liable to pay or contribute towards the recovery of the moneys due by the Borrower to the Bank hereunder.

10. ATTORNEY

10.1.1 For all or any of the aforesaid purposes, on the occurrence of an Event of Default, the Borrower hereby irrevocably appoints the Lender as its attorney or attorneys, and in the name and on behalf of the Borrower, to execute and do all acts, deeds and things which the Borrower is authorized to execute and do under the covenants and provisions herein contained and generally to use the name of the Borrower in the exercise of all or any of the powers under this Agreement and the Transaction Documents or by law conferred upon the Lender and also to execute on behalf of the Borrower at the cost of the Borrower, the powers hereunder or by law conferred on the Lender and also to execute on behalf of the Borrower at the cost of the Borrower, such documents and deeds as may be necessary to give effect to the provisions referred to herein above.

10.1.2 The Borrower covenants with the Lender to ratify and confirm all acts or things made, done or executed by any attorney as contemplated by clause 10.1.1 above.

11. BANKERS' LIEN / SET OFF /RIGHT TO DEBIT

11.1 The rights, powers and remedies given to the Lender by this Agreement shall be in addition to all rights, powers and remedies given to the Lender by virtue of any other security, statute or rule of law. The Lender may exercise a banker's lien or right of set-off against all monies and other property of the Borrower and documents now or hereafter in the possession of or on deposit with the Lender, whether held in a general or special account or deposit, or for safe keeping or otherwise; and every such lien and right of set off may be exercised without demand upon or notice to the Borrower with respect to any obligation of the Borrower to the Lender in the same manner as if the obligation were unsecured and shall have a lien on all property / credit balance in any other account of the Borrower or securities of the Borrower in the Lender's possession or custody whether for safe-keeping or otherwise. If upon demand by the Lender, the amounts due under the Loan are not repaid within the prescribed time, then credit balance in any account of the Borrower may be adjusted towards the amounts due. In case of any deficit, the deficit amount may be recovered by the Lender from the Borrower.

11.2 The Bank shall be entitled at any time and from time to time without any notice, reference or intimation to the Borrower and without the Borrower's consent to adjust, appropriate or set

off any credit balance or any part thereof due or to become due to the Borrower in any of Borrower's current, savings, term deposit or any deposit account or any Account whatsoever at any of the Bank's branches in the Borrower's name with or without joint names of any other persons or before or after the maturity dates thereof towards satisfaction or part satisfaction of outstanding dues. Notwithstanding the Bank's decision / action / policy, if any, to reverse any debit entry or not to debit interest or not to make any debit entry in Bank's books or in ledger account or in statement of account or any account, for any period whatsoever, the Borrower shall be bound and liable to pay jointly and severally to the Bank, the entire outstanding, debit balance and compound interest thereon with monthly rests till the date of realization, recovery or collection by the Bank of all such amounts plus interest, penal interest, interest tax, additional interest, liquidated damages, commission, costs, charges and expenses at such rates as may be prevailing or fixed or to be fixed by the Bank from time to time without any reference, notice or intimation by the Bank at any time whatsoever.

11.3 The Security created hereunder or under any other credit facilities provided by the Lender to the Borrower under any other agreements shall continue to secure the deficit without prejudice to the right of the Lender to demand immediate repayment of the amounts due from time to time under the Loan in terms of this Agreement. If any Interest remains unpaid on the date it is due and payable then all the unpaid Interest on the due date, at the option of the Lender shall be debited on the due date from the account of the Borrower at any of its branches in India.

12. CANCELLATION AND TERMINATION

The Lender may, in its sole discretion cancel and terminate the Loan and recall the entire amount due, without any prior intimation to the Borrower, if in the opinion of the Lender, any Event of Default has occurred or is likely to occur, or if it becomes unlawful for the Lender to disburse or continue the Loan to the Borrower or if it becomes unlawful for the Borrower to comply with any of its obligations under any of the Transaction Documents or if the Security created in favour of the Lender is insufficient to cover the outstanding Loan amount. The disbursement having been made by the Lender, the Borrower shall not be entitled to cancel and/or terminate this Agreement. As regards the Borrower, this Agreement shall be in full force and effect and shall not be terminated till the Loan account is closed and all outstanding thereon satisfied in full, nor shall it be treated as merged into, or modified or altered due to execution of any other documents hereafter.

13. LENDER'S RIGHT TO ASSIGN

The Borrower shall not assign or transfer any of its rights, duties or obligations under this Agreement except with the prior written permission of the Lender. The Borrower expressly recognizes and accepts that the Lender shall be absolutely entitled and shall have full power and authority to sell, assign or transfer by novation or otherwise, in any manner, in whole or in part this Agreement/Transaction Documents, and in such manner and on such terms as the Lender may decide, (including reserving a right to the Lender to retain its power thereunder to proceed against the Borrower on behalf of the purchaser, assignee or transferee) and any or all outstanding dues of the Borrower to any third party of the Lender's choice without any further reference or intimation to the Borrower. Any such action and any such sale, assignment or transfer shall bind the Borrower to accept such third party as creditor exclusively or as a joint creditor with the Lender as the case may be.

14. WAIVER

14.1 No implied waiver or impairment

14.1.1 No delay or omission of the Lender in exercising any right, power or remedy accruing to the Lender upon any default hereunder or under any Transaction Documents shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Lender in respect of any 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 defaults, nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights and remedies of the Lender herein provided are cumulative and not exclusive of any rights or remedies provided by law, in equity, or in any of the other documents.

14.2 Express Waiver

14.2.1 A waiver or consent granted by the Lender under this Agreement will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

15. AMENDMENT

The Lender shall have the right to withdraw/modify all/any of the sanction conditions or stipulate fresh conditions under intimation to the Borrower. This Agreement and any other documents referred to herein, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings in respect of the subject matter hereof, except for those provisions of the sanction letters, agreements, security documents (if any) issued or executed prior to this Agreement which are in addition to and complement to, and are not the same or in conflict with, the terms of this Agreement.

16. RECORDS

The Lender has a right to hold all the Transaction Documents and any other information exchanged between the Lender and the Borrower under this Agreement even after expiry or termination of this Agreement or for such period as may be specified from time to time for fulfilling any regulatory/ internal policy obligations/ guidelines including Anti-Money Laundering related requirements.

17. NOTICES

Any demand or notice to be made or given to the Borrower may be made or given by leaving the same at or posting the same by post in an envelope under certificate of posting addressed to the Borrower at their place of business, residence or office and every such demand or notice shall be deemed to be received as the case may be at the time at which it is left or at the time at which it should have been delivered in the ordinary course of post.

18. HEADINGS

The headings of the clauses are inserted for convenience of reference only and shall not be deemed to affect the construction of the provisions of this Agreement.

19. PROVISIONS SEVERABLE

Every provision contained in this Agreement shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

20. GOVERNING LAW & JURISDICTION

This Agreement and the Transaction Documents shall be governed by the laws of India. The Parties hereto expressly agree that all disputes arising out of and/or relating to the Loan, the Security, this Agreement and the other Transaction Documents including the recovery of the Loan amount and the interest amount alongwith such costs, expenses, charges etc. by the Lender shall be subject to the exclusive jurisdiction of the courts and tribunals of the city/place in which the branch of the Bank from where the disbursement has been made is situated, provided that the exclusivity aforesaid shall bind the Borrower and the Bank shall be entitled to pursue the same in any other court and/or tribunal of competent jurisdiction at any other place. The Bank shall be entitled to refer the dispute to the Debts Recovery Tribunal under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 and shall also be entitled to enforce

the Security under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) with amendment made in year 2016, where applicable.

The Borrower hereby confirms that where the applicable jurisdiction is not the Debt Recovery Tribunal under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993, in such event, the disputes, differences, claims between the Parties hereto arising out of this Agreement, including any disputes with regard to the recovery of the Loan amount including the interest amount the same shall be referred to the sole arbitrator duly appointed by the Bank. The arbitration shall be held in accordance with the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof. The arbitration shall be conducted at Varanasi or Mumbai. The language to be used in the arbitral proceedings shall be English. The arbitration award shall be final and binding on all of the Parties.

21. RELATIONSHIP

The relationship between the Lender and the Borrower as lender and borrower shall commence from the date of this Agreement and subsist until all monies due and payable by the Borrower to the Lender under this Agreement and in all other documents pursuant hereto shall have been fully paid to and received by the Lender. All rights and powers conferred on the Lender by this Agreement shall be in addition and supplemental to any rights the Lender has as a creditor against the Borrower under any law for the time being in force and shall not be in derogation thereof.

22. STAMP DUTY

The Borrower alone shall be responsible for and shall bear and pay the stamp duty and registration charges, if any, on all the Transaction Documents including this Agreement as per the provision of stamp act in various states.

23. INCONSISTENCY

This Agreement shall always be read with the Schedule hereunder written, Sanction Letter and all other agreements and documents executed or to be executed by the Parties hereto and interpreted accordingly. It is expressly agreed that the other Transaction Documents shall be read as part and parcel of this Agreement and all such covenants, stipulations and obligations as are required to be performed or observed by the Borrower in pursuance of the other Transaction Documents and all such powers and rights as are conferred upon the Lender thereunder shall be deemed to be set out, required or conferred by this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the day, month and year first herein above written.

32.

NPA/SMA Classification: -

SMA Subcategories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue
SMA-0	Upto 30 days
SMA-1	More than 30 days and up to 60 days
SMA-2	More than 60 days and up to 90 days
NPA	On 90 th Day of Loan becoming overdue

Example: If due date of a loan account is March 31, 2021, and full dues are not received before the bank runs the day-end process for this date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-0 until April 30, 2021 i.e. upto 30 days of being continuously overdue.

	Subsequently the account shall get tagged as SMA-1 upon running day-end process on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021. Similarly, if the account continues to remain overdue, it shall get tagged as SMA2 upon running day-end process on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021.
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Utkarsh Small Finance Bank