

**GENERAL TERMS AND CONDITIONS (T&C) AS APPLICABLE TO UNSECURED LOAN FACILITIES OF  
SBM BANK (INDIA) LIMITED**

**INTRODUCTION**

SBM Bank (India) Limited, is a company under the provisions of the Companies Act 2013 (hereinafter referred to as the “Lender”). The Terms and Conditions mentioned below shall apply to all loans granted/disbursed by the Lender and shall govern all the matters arising out of any unsecured credit facility/loans (“Loan”) sanctioned or granted or to be sanctioned or to be granted by the Lender.

**ARTICLE 1: DEFINITIONS AND REFERENCE TERMS**

The following words/expressions shall carry the meaning ascribed to them throughout the Terms and Conditions unless otherwise stated.

- 1.1 “**Applicant/s**” or “**Borrower/s**” means the person, as described in the Sanction Letter as the Borrower and to whom the Loan has been sanctioned and/or disbursed by the Lender. The expressions namely “Applicant/s” or “Borrower/s” shall include its successors, executors, administrators, heirs and legal representatives and permitted assigns respectively.
- 1.2 “**Approved Bank**” means a designated bank approved by the Lender for the purposes related to the Loan.
- 1.3 “**Availability Period**” means the period during which the Loan will be available for disbursement, and not beyond, as more particularly set out under the Sanction Letter.
- 1.4 “**Co-Borrower/s**” means any person named and described as Co-Borrower in the Sanction Letter and shall include his/her/their/its heirs, executors, administrators, permitted assigns and legal representatives respectively.
- 1.5 “**Delayed Payment Charges**” shall mean the additional amount payable by the Borrower/s to the Lender on account of any delay in payment of any Installment and intimated to the Borrower/s.
- 1.6 “**Eligibility Criteria**” means the minimum eligibility criteria set forth by the Lender to judge the credit worthiness of an Applicant/s, which is subject to change from time to time, at the sole and absolute discretion of the Lender.
- 1.7 “**Fee**” means the aggregate amount payable by the Borrower/s to the Lender, as per the details provided in the Sanction Letter, towards the servicing fee, loan processing fee, the registration fee and such other details provided in the Sanction Letter.
- 1.8 “**Installments**” means the principal, Fee and interest therein payable at specific intervals, as per terms of the Sanction Letter during the tenor of the Loan, towards repayment of the Outstanding Balance.
- 1.9 “**Lender**” means SBM Bank (India) Limited and shall include its successors in interest, legal representatives and assigns.
- 1.10 “**Loan**” means the loan sanctioned/disbursed by the Lender to a Borrower/s pursuant to the issuance of Sanction Letter.
- 1.11 “**Loan Documents**” means these Terms and Conditions, any and all application forms, Sanction Letter and all other documents, instruments, certificates and agreements executed and/or delivered by the Borrower/s, or any third party in connection with Loan in favour of the Lender as per terms of the Sanction Letter and shall include amendments and supplements thereto.
- 1.12 “**Outstanding Balance**” means the balance of the Loan outstanding along with all amounts payable by the Borrower/s to the Lender including principal amount, interest, costs, Fee, charges, expenses, etc.
- 1.13 “**Payment**” means the payment towards Installments or charges, i.e., principal, interest, penal interest or charges (applicable as per terms of the Sanction Letter) in respect of the Loan through any mode as approved by the Lender.
- 1.14 “**Pre-Payment**” means the payment of the entire Loan including the Interest, Fee, and other charges, according to the procedure prescribed in Article 5 of these Terms and Conditions, through any mode as approved by the Lender.
- 1.15 “**Prepayment Charges**” shall mean the charges payable by the Borrower at the time of Prepayment, as given in the Sanction Letter.
- 1.16 “**Rate of Interest**” or “**Interest**” means the rate at which interest on the Loan is payable by the Borrower/s to the Lender and mentioned in the Sanction Letter, as amended from time to time with prior intimation to the Borrower/s.
- 1.17 “**Repayment Instruments**” means Post Dated Cheques (PDC), Electronic Clearance Service (ECS) and/or National Automated Clearing House

Mandate (“NACH”) or Standing Instructions (SI) or the debit clearing service notified by the Reserve Bank of India or National Payment Corporation and for which the Borrower/s has/have agreed (in writing) to participate in, for facilitating payment of Installments or Interest.

- 1.18 “**Repayment Schedule**” shall mean the schedule as provided in the Sanction Letter, in accordance with Installments will be paid.
- 1.19 “**Receipt**” means the receipt issued by the Borrower in favour of the Lender in the form prescribed by the Lender for acknowledgment of disbursement of the Loan or a part thereof.
- 1.20 “**Sanction Letter**” means the letter issued by the Lender sanctioning the Loan along with the relevant particulars, terms & conditions mentioned in the same and shall include amendments and supplements thereto.
- 1.21 “**Scheduled Due Date**” means each of the dates as per the Repayment Schedule on which the Installments together with any other costs, charges, Fee, and expenses if any, are due and payable by the Borrower to the Lender.
- 1.22 “**Standing Instructions**” and/or “**SI**” means the written instructions issued by the Borrower/s to the bank where the Borrower/s maintain/san account, an amount equal to the Installments, in favour of the Lender for repayment of the Loan.
- 1.23 “**Terms and Conditions**” or “**Terms**” mean the Terms and Conditions as contained hereunder, including all covenants, representations, and schedules and shall include amendments and supplements thereto.

**ARTICLE 2: LOAN, RATE OF INTEREST, TAXES ETC.**

- 2.1 **Loan:** (a) The Loan provided by the Lender shall be the amount stated in the Sanction Letter which shall be strictly in accordance with the Terms and Conditions mentioned herein below and in other documents executed by the Borrower/s. (b) The Loan may be disbursed by the Lender in one lumpsum or such installments as may be decided by the Lender. (c) The Lender may require the Borrower(s) to acknowledge the Receipt of Loan in such form satisfactory to the Lender in respect of each amount so disbursed.
- 2.2 **Terms of Disbursement and draw downs:** (a) Subject to the terms and conditions set forth herein and in the other Loan Documents, the Lender may extend the Loan to the Borrower up to an aggregate of the principal amount as specified in the Sanction Letter. (b) The Borrower shall utilize the Loan only for the specific purpose as stated in the Loan Documents, and for no other reason or purpose whatsoever.
- 2.3 **Rate of Interest:** (a) The Lender shall be entitled to revise the Rate of Interest at any time and from time to time as per its policy and/or applicable laws and regulations, if any, during the tenor of the Loan, at its discretion. The Lender shall inform the Borrower/s about the variation in the Rate of Interest in due course. Upon revision of the Rate of Interest, either the amount of unpaid Installments may be re-computed or the number of Installments may be increased or decreased, as the case may be, in such a manner that the amount of Loan and interest thereon outstanding on the date of revision of the Rate of Interest is equally distributed through each of the unpaid Installments. (b) The Lender reserves the right to increase the Rate of Interest, suitably and prospectively, in line with an increase in the Lender's borrowing rate. The Lender shall have the right to re-compute Installments if the interest rate is varied. (c) The Borrower/s shall pay a non-refundable processing fee and/or service charge and/or commission, as specified in the Sanction Letter. (d) The Terms and Conditions entered into between the Lender and the Borrower/s is purely a financial arrangement, and the Lender shall not be liable to the Borrower/s for any liability, claim, loss or expense of any kind caused directly or indirectly to the Borrower/s.
- 2.4 **Direct and Indirect Taxes and Duties:** The Borrower shall pay to the Lender any and all taxes, duties or cesses including but not limited to goods and services tax, stamp duty, duties, and/or all other levies and imposts, by whatever name called, payable in relation to the Loan provided by the Lender and/or the services provided pursuant hereto and/or any or all the Loan Documents. The Borrower/s shall reimburse to the Lender any such amount which may become payable or has been paid by the Lender, as and when called upon to do so by the Lender and if the Borrower/s fails to pay/reimburse the same, such amounts paid by the Lender shall form part of the principal amount of the Loan disbursed.

2.5 **Cancellation of Loan:** On the expiry of the Availability Period, any unutilized portion of the Loans shall immediately and automatically reduce to zero. At any time during the currency of the Loan, the Lender shall have the right to cancel the Loan by giving a written intimation to the Borrower. Any such cancellation shall not discharge any obligation accrued on the Borrower.

### ARTICLE 3: PAYMENTS

- 3.1 The Borrower/s shall pay to the Lender all Installments, inclusive of interest, as per the Repayment Schedule, from the first due date to the last due date as mentioned in the Sanction Letter (as may be required by the Lender to its satisfaction), time being the essence of the contract, by issuing Repayment Instrument to the Lender. The Borrower/s shall honor all payments without fail on the first presentation/scheduled due dates, and Borrower/s shall not instruct their bankers to stop payment of the Repayment Instrument. Provided that the Lender shall be entitled to re-compute the Repayment Schedule depending on the date of first disbursement and such re-computed Repayment Schedule shall be shared by the Lender with Borrower/s as part of the welcome kit and the Borrower/s hereby agrees to pay all amounts repayable under the Loan together with all interest and commission thereon and all actual legal and other costs as mentioned in Article 14.8, payable hereunder and incidental to the Loan, as per such re-computed Repayment Schedule. All amendments, revisions, re-computations and amendments to the Repayment Schedule shall form part of the Repayment Schedule as if the same were originally part of the Sanction Letter.
- 3.2 The Borrower/s shall also not instruct the Lender to withhold depositing the Repayment Instrument. Any non-presentation/delayed presentation of the Repayment Instrument, due to any reason, will not affect the liability of the Borrower/s to pay the Installments on time. The Borrower/s shall replace the Repayment Instrument if so required by the Lender. The Lender shall be entitled to re-compute the Installments if there is an increase in the Rate of Interest.
- 3.3 The Lender shall be authorized/ allowed to present the appropriate Repayment Instrument in respect of the Installments at any time on or after the due date of such installments. In the event the Lender does not for any reason deposit the Repayment Instrument before the expiry of the validity of the Repayment Instrument the Borrower/s shall deliver to the Lender, within 7 (seven) days of a request by the Lender in this regard, a new Repayment Instrument of a like amount.
- 3.4 If the Borrower/s wish to swap/interchange the Repayment Instrument issued by the Borrower/s, the Borrower/s may do so on paying the Lender swap charges stipulated in the Sanction Letter and/or agreement to the satisfaction of the Lender. Any costs, including applicable taxes, incurred in this regard shall be borne by the Borrower/s. The Borrower/s shall not dispute the Lender's method of calculating Installments.
- 3.5 The Borrower/s shall be liable to pay dishonour charges for each Repayment Instrument bounce. In addition to replacing the bounced Repayment Instrument by a demand draft or paying cash in lieu of the bounced Repayment Instrument, the Borrower/s shall also be liable for Delayed Payment Charges on the outstanding amount from the due dates of the Installments till the date of receipt and/or realization of payment and shall also be liable to reimburse the Lender's costs and expenses, including legal fees, and other collection expenses as per actuals. Nothing contained in this article shall prejudice the other rights of the Lender in law or otherwise.
- 3.6 If any of the Repayment Instrument issued by the Borrower/s bounces and the Borrower/s issues another Repayment Instrument in lieu of the bounced Repayment Instrument or deposits the amount in cash in respect of such bounce, the Lender shall have the right to retain the bounced Repayment Instrument in its record and/or destroy the same as the Lender may deem fit and proper. The Borrower/s shall not insist and/or demand the return of the said bounced Repayment Instrument under any circumstances.
- 3.7 In the event of foreclosure or closure of the Loan, the Lender shall return the Repayment Instrument, if any, lying with the Lender to the Borrower/s within 30 (thirty) days' time to be calculated from the date when the Lender receives the request from the Borrower/s. If the Borrower/s does/do not collect the unutilized Repayment Instrument from the Lender within the said period, the Lender shall have the right to destroy the same, as it may deem fit and proper. The Borrower/s shall not have any right to demand the return of the said Repayment Instrument after the expiry of the said period.
- 3.8 The Loan shall be repayable by the Borrower/s on demand by the Lender.

Notwithstanding specifying / providing a Repayment Schedule, the Lender shall have the right to be paid on demand the entire Loan along with other dues under the Terms and Conditions specified herein.

3.9 The Lender would at its discretion be free to recall the entire Loan, if any information supplied by the Borrower/s are found to be incorrect or false for any reason whatsoever or if the Borrower/s commits any act/event of default under these Terms and Conditions.

3.10 The Borrower/s shall be liable to the Lender for repayment of the Loan including the Rate of Interest, any other costs, charges, Fee, and expenses.

### ARTICLE 4: OTHER CONDITIONS

The Borrower shall comply with the following requirements: (a) Intimate the Lender immediately of any change in the address, as well as any change in the bank account through which the Borrower/s has/have issued the Repayment Instrument and related instructions. (b) Continue to allow its/ his income/business proceeds to be deposited in the account from which Repayment Instrument have been issued to the Lender and/or standing instructions have been issued to the Lender for debit from the Borrower/s' account for repayment of Loan. (c) The Borrower shall immediately and in no event later than 5 (five) days notify the Lender in writing of all changes in the location/ address of office residence /place of business or any change/closure of profession /business; (d) The Borrower/s shall ensure that no part of the Loan shall be utilized for any illegal purposes and/or immoral activities, gambling, lottery, races and activities speculative in nature and/or such other activities of similar nature; (e) Borrower shall have delivered duly executed original signatures to the Loan Documents required as per the Sanction Letter to which it is a party. The Borrower should also satisfy Lender compliance to the terms of the Sanction Letter; (f) If the Borrower is an individual the Borrower shall not leave India for employment or business or long term stay abroad without fully repaying the Loan outstanding together with interest and other dues and charges; (g) If the Borrower is an individual, the Borrower will not do any act which may render it a "non-resident" for the purposes of applicable law; (h) the Borrower shall not make any changes to its constitution or to its charter documents without the prior written consent of the Lender; (i) The Borrower shall provide quarterly, unaudited financial statements and audited financial statements within such timelines as may be required by the Lender; (j) The Borrower shall not permit any transfer of the controlling interest or make any change in the shareholding pattern and management set-up of the Borrower without the prior written consent of the Lender; (k) The Borrower shall maintain its existence, corporate or otherwise, and right to carry on business and operations and ensure that it has the appropriate, requisite approvals as per applicable law and is duly qualified to conduct its business and operations as it is conducted in all applicable jurisdictions and will obtain and maintain all consent, approvals, and rights necessary for the conduct of its business and operations in such jurisdictions as per applicable laws; and (l) The Borrower shall not enter into an arrangement or compromise with creditors or shareholders or merger, amalgamation, consolidation, structuring, restructuring, or sell of its unit or property without the prior written consent of the Lender.

### ARTICLE 5: PRE-PAYMENT

- 5.1 That the Lender in its sole and absolute discretion and subject to the terms specified in Sanction Letter and payment of Prepayment Charges (as may be required by the Lender to its satisfaction) permit the Borrower/s (on the Borrower/s' written request) to prepay the Loan.
- 5.2 The Borrower/s may prepay either the whole or part of the Outstanding Balance, including any charges as specified in the Sanction Letter and/or other documents by giving to the Lender not less than 7 (seven) days prior notice in writing of the Borrower/s' intention to exercise such option to terminate the Loan.
- 5.3 The Borrower shall pay the Lender the stipulated Installments and other sums due up to the date of such prepayment and the principal outstanding calculated on a reducing balance basis at the Rate of Interest which is specified in the Sanction Letter.
- 5.4 The Lender shall charge Pre-Payment Charges (as notified to the Borrower/s in the Sanction Letter at the time of availing Loan) and as amended from time to time on the principal outstanding.
- 5.5 The Lender would be at liberty to appropriate the amount so prepaid towards prepayment of charges, interest, penal interest, delayed payment charges, all other charges and fees payable under these Terms and Conditions and then towards the principal amount or in any other manner that the Lender may deem fit and proper in its sole and absolute discretion and on such

settlement, the Lender shall return the Repayment Instrument to the Borrower/s in the manner provided in Article 3.9.

#### **ARTICLE 6: BORROWER'S REPRESENTATIONS AND WARRANTIES**

6.1 The Borrower/s on availing the Loan facility represent(s) to the Lender on a continuing basis as under: (a) That these Terms and Conditions and all documents hereunder, as required, will be valid and binding obligations of the Borrower/s and enforceable in accordance with their respective terms. (b) That the Borrower/s does/do not violate any covenants, conditions and stipulations under any existing agreement entered into by the Borrower/s with any third party, by availing the Loan from the Lender. (c) That there is no action, suit, proceeding or investigation pending or to the knowledge of the Borrower/s threatened by or against the Borrower/s or the property of the Borrower/s before any Court of law or Government authority or any other competent authority which might have a material effect on the financial and other affairs of the Borrower/s or which might put into question the validity, enforceability or performance of these Terms and Conditions or any of the terms and conditions contained in any of the Loan Documents. (d) The Borrower/s shall give Repayment Instrument for the complete repayment of the Loan being fully aware of the fact that dishonor of any Repayment Instrument is a criminal offence under the Negotiable Instruments Act, 1881/The Payment and Settlements Act, 2007 (as may be applicable). No notice reminder or intimation will be given regarding the presentation of the Repayment Instruments by the Lender. Such Repayment Instrument shall be drawn from such bank and such location as agreed to by the Lender. (e) The Borrower/s may also give the Lender a mandate/authorization for payment through direct debit, in the prescribed form of the Approved Bank, towards payment of each Installment. (f) The Borrower shall at all times abide by the laws in India, and in particular, provisions of the Prevention of Money Laundering Act, 2002. (g) It is fully competent to borrow the Loan as per the applicable laws and its charter documents. (h) No suit is pending in the municipal magistrate's court or any other court of law against the Borrower nor has the Borrower been served with any notice for infringing the provisions of the municipal act or any act relating to local bodies or gram panchayats or local authorities or with any other process under any of these statutes. (i) The Borrower shall notify the Lender of any action or steps taken or legal proceedings started by or against it in any court of law for its winding-up, dissolution, administration or reorganization or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of the Borrower and / or (j) any litigation, arbitration, administrative or other proceedings initiated or threatened against the Borrower or its assets (k) The Borrower is above 18 (eighteen) years of age (where applicable). (l) The Borrower(s) is of a 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. (m) No petition has been admitted and/or initiation under the fresh start process or bankruptcy process against the Borrower by an adjudicating authority under the Insolvency and Bankruptcy Code, 2016. (n) Neither the Borrower nor any of its partners/directors/promoters (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. does not figure in any list of any defaulters circulated by the RBI or any credit information bureau or any other government authority. (o) no director of the Lender is a director, manager, managing agent, employee or guarantor of the Borrower/s, or of a subsidiary of the Borrower/s, or of the holding company of the Borrower/s, or holds substantial interest in the Borrower/s or a subsidiary or holding company of the Borrower/s and no director of any other bank holds substantial interest or is interested as a director or guarantor of the Borrower/s. (p) no relative (as specified by the RBI) of a Chairman or Managing Director or director of a banking company (including the Lender) or relative of senior officer (as specified by the RBI) of the Lender, hold substantial interest or is interested as a director or guarantor of the Borrower/s. (q) Neither the Borrower/s nor any person benefiting in any capacity in connection with or from the Loan is a Specially Designated National and/or otherwise sanctioned, under the sanctions promulgated / issued by the United States of America (including its Office of Foreign Assets Controls), India (by the RBI or any other regulatory authority), United Nations, European Union, or any other country from time to time (collectively the "Sanctions"). The representation will continue to remain valid till the repayment of all amounts under the Loan Documents. (r) The Borrower shall notify the Lender in writing if it becomes aware of any fact,

matter or circumstance which would cause any of the representations and warranties of the Borrower under these Terms and Conditions or the other Loan Documents to become untrue or inaccurate or misleading in any material respect. (s) The Borrower shall notify the Lender of any material loss or damage which the Borrower may suffer due to any event, circumstances or act of God. (t) The Borrower shall deliver to the Lender copies of all documents dispatched by the Borrower to all its creditors (or any general class of them) at the same time as they are dispatched to the other creditors; (u) The Borrower shall meet criteria regarding financial covenants and reporting requirements to the Lender as per terms of the Sanction Letter. (v) The Borrower confirms that the true copies of the documents submitted for the purpose of the Loan are genuine. The Lender may at any time, call for or require verification of originals of any/all such copies. Any such copy in possession of the Lender shall be deemed to have been given only by the Borrower; (w) The Borrower agrees, confirms and acknowledges that the Borrower has exercised due care and caution (including, where necessary, obtaining tax /legal/accounting/ financial/ other professionals advice) prior to taking the decision, acting or omitting to act, in respect of financing and/or its Purpose, in whatsoever circumstance the Lender shall not be responsible for any delay in executing the purpose. (x) The Borrower shall bear all costs of making good any deficit in stamp duty on the documents executed by the Borrower in relation to the Loan in favour of the Lender.

6.2 **BORROWER'S WARRANTIES:** The Borrower by availing the Loan shall have deemed to have warranted and undertaken to the Lender as follows: (a) Due Payment of Public and Other Demands: That the Borrower/s has/have paid all public demands such as Income Tax and all the other taxes and revenues payable to the Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding. (b) It shall be the Borrower's/s' obligation to keep being acquainted with the rules of the Lender, in force from time to time. (c) To make regular payments to the Lender.

#### **ARTICLE 7: EVENTS OF DEFAULT**

7.1 An Event of Default shall be deemed to have occurred under these Terms and Conditions, if: (a) The Borrower commits a breach or fails or neglects to perform, keep or observe any of the conditions set forth herein; (b) Any covenant, representation and/or warranty of the Borrower are found/proved to be incomplete, false or incorrect; (c) If the Borrower/s fails to deliver Repayment Instrument for the Installments; (d) Any Repayment Instrument issued by the Borrower/s in favour of the Lender is dishonored by the Borrower's bank; (e) The Borrower/s fail/s to pay the Installments or any other payment on the Scheduled Due Dates; (f) Any material information supplied by the Borrower/s in any application form or any other Loan Document is found to be untrue, false or incorrect; (g) The Borrower/s has/have admitted to any person in writing that the Borrower/s is/are unable to pay the debts and that the Borrower/s is/are willing to be adjudged bankrupt; (h) If the Borrower commits an act of insolvency or makes an application for declaring himself an insolvent or an order is passed against the Borrower declaring him an insolvent; (i) application for initiation of a resolution, bankruptcy, winding-up, or liquidation process against the Borrower under the Insolvency and Bankruptcy Code, 2016, or any other applicable statute; (j) The Borrower/s, dies or is declared insane or is convicted of any offence; (m) Any of the Repayment Instrument delivered or to be delivered by the Borrower/s to the Lender in accordance hereof, are not encashed / acted upon or dishonored for any reason whatsoever, on presentation being made; (k) Any instruction is given by the Borrower/s to stop payment on any of the Repayment Instrument; (l) If the Borrower/s commit/s a default under any other agreement executed with the Lender or any of its affiliates or group companies; (m) If any other event has occurred which in the opinion of the Lender jeopardizes its interest or would make it difficult for the Lender to recover the Loan, if timely action is not taken; (n) Violation or breach of any covenant or default in the performance of any covenant, condition or agreement on the part of the Borrower under these Terms and Conditions or any of the other Loan Documents; (o) Any information or detail provided by the Borrower, in the Loan Documents and other information furnished by or on behalf of the Borrower to the Lender is or becomes untrue, incorrect or misleading; (p) If the Borrower fails to furnish any information or documents required by the Lender; (q) If the Borrower fails to inform the Lender of the occurrence of any Event of Default or any event which after the notice or lapse of time, or both, would become an Event of Default; (r) If the Borrower dissolves or ceases or threatens to



discontinue or carry on its business; (s) 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; (t) If any Governmental or other license, approval, authorization, consent or exception, required to enable the Borrower to perform any of its obligations under the Loan Documents, is withdrawn or modified or if it becomes unlawful for the Borrower to perform any of its obligations under the Loan Documents; and (u) 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.

- 7.2 Upon occurrence of any of the Events of Default and at any time thereafter, the Lender shall have the right, but not the obligation to declare all sums outstanding under the Loan, whether due or not, immediately repayable and upon the Borrower failing to make the said payments within 7 (seven) days thereof, the Lender may at its sole discretion (a) Require the Borrower/s to pay liquidated damages equal to all unpaid installments which in the absence of a default would have been payable by the Borrower/s for the full term hereof together with interest stipulated in the Sanction Letter from the date of such declaration till the date of payment and/or realization; and (b) Exercise any other right or remedy which may be available to the Lender under any applicable law.
- 7.3 The Borrower/s shall also be liable for payment of all legal and other costs and expenses resulting from the defaults or the exercise of the Lender's remedies.

#### **ARTICLE 8: ASSIGNMENT**

- 8.1 The Borrower/s shall not be entitled to transfer or assign the Loan. The Borrower/s expressly recognize/s and accept/s that the Lender shall be absolutely entitled and shall have full power and authority in respect of the Loan to sell, assign or transfer in any manner, in whole or in part, and in such manner and on such terms as the Lender may decide, including reserving a right to the Lender to retain its power hereunder to proceed against the Borrower/s jointly or severally with such purchaser, assignee or transferee, any or all outstanding and dues of the Borrower/s to any third party of the Lender's choice without reference to or without written intimation to the Borrower/s. In such event, the Borrower/s and/or Co-Borrower/s shall substitute the remaining Repayment Instruments in favour of the transferee/ assignee if called upon to do so by the Lender. Any such action and any such sale, assignment or transfer shall bind the Borrower/s to accept such third party as creditor exclusively or as a joint creditor with the Lender, or as creditor exclusively with the right to the Lender to continue to exercise all powers hereunder on behalf of such third party and pay over such outstanding and dues to such third party and/or to the Lender as the Lender may direct.
- 8.2 The Borrower/s shall pay to the third party the difference between the amount of the Loan outstanding and the amount received by the Lender in the event of a transfer of the portfolio to a third party. The third party shall have the authority of the Borrower/s to collect the due amount. The Borrower/s expressly recognize/s and accept/s that the Lender shall, without prejudice to its right to perform such activities itself or through its officers or servants, be absolutely entitled and have full powers and authority to appoint one or more third parties of the Lender's choice and to transfer and delegate to such third parties the right and authority to collect on behalf of the Lender all unpaid Installments and to perform and execute all acts, deeds, matter and things connected therewith or incidental thereto including sending notices of demand, attending the residence or office of the Borrower/s or otherwise contacting the Borrower/s for receiving the Installments (whether in the name of the Lender or in its own name) from the Borrower/s, entering into a compromise with the Borrower/s, giving a valid receipt and granting effectual discharge to the Borrower/s and generally performing all lawful acts as the third parties may consider appropriate for the purpose.

#### **ARTICLE 9: COMPLIANCE WITH THE REGULATIONS**

- 9.1 The Borrower/s and the Lender agree to comply jointly and severally with all applicable laws and regulations from time to time in force including any amendments, modification or change thereof which may be attracted and the Borrower/s shall indemnify the Lender in respect of any loss, claim or expense to the Lender as a result of non-compliance with any such laws and regulations.

- 9.2 The amount of Installments shall be increased by incremental taxes, whether sales, excise, security tax or interest's tax and other related taxes now levied on this transaction or hereafter to be levied.

#### **ARTICLE 10: FURTHER ASSURANCES**

- 10.1 The Borrower/s shall pay all costs and other expenses incurred by the Lender for enforcing the Terms and Conditions and/or for recovery of the Loan and all amount(s) payable to the Lender.
- 10.2 The Borrower/s undertake/s to indemnify and keep the Lender indemnified in respect of all statements, representations, warranties and undertaking made by the Borrower/s in the application form, these Terms and Conditions and any other documents submitted by him/her/it.
- 10.3 In addition to the obligations and documents which the Lender expressly require the Borrower/s to execute, deliver and perform, the Borrower/s shall execute, deliver and perform, such further acts or documents which the Lender may reasonably require to effectuate the purposes of these Terms and Conditions or any of the other Loan Documents.
- 10.4 The Borrower declares that the Lender has all rights to conduct post-disbursement supervisions at Borrower's locations/assets/projects/ where the Loan amount is utilized.

#### **ARTICLE 11: NOTICE**

Any notice / letter / other communication sent by the Lender to the Borrower shall be sent at the latest address of the Borrower/s available in the records of the Lender and the same shall be deemed to have been delivered on expiry of 48 (forty eight) hours after it has been sent by registered post / courier / other modes of delivery. Any notice to be sent to the Lender by Borrower/s shall be sent by pre-paid Registered A.D. at its branch/office or at such other address as may be intimated by the Lender to the Borrower/s. The Borrower/s shall immediately intimate the Lender of any change in the office / residential address.

#### **ARTICLE 12: CO-BORROWER**

Irrespective to whom the Loan is disbursed to, the Borrower/s) (i.e. the Borrower and the Co-Borrower) shall be jointly and severally liable for liability/ obligation/responsibility under the Loan and the Co-Borrower's obligations in relation to the Loan shall be concurrent with that of the Borrower/s in all respects as if the Co-Borrower's was/were the Borrower/s and shall make to the Lender regular and punctual payment of all installments as well as pay the installments and other dues in the event of default of the Borrower/s.

#### **ARTICLE 13: CONSENT TO DISCLOSURE**

- 13.1 The Borrower/s understand that as a pre-condition relating to grant of Loan to the Borrower/s/, the Lender requires the consent of the Borrower/s for disclosure by the Lender of information and data relating to Borrower, of the Loan availed/be availed of by Borrower/s, obligations assumed/to be assumed by Borrower/s in relation thereto and default if any, committed by Borrower/s, in discharge thereof.
- 13.2 Accordingly, the Borrower/s has/have no objection to the disclosure by the Lender of all or any such, (a) information and data relating to Borrower/s; (b) information or data relating to any credit facility availed/to be availed by Borrower/s; (c) information and data relating to obligations assumed by Borrower/s in relation to the Loan/credit facility(ies) granted/to be granted the Lender; and (d) information and data relating to default, if any committed by Borrower/s in the discharge of such obligation, as the Lender may deem appropriate and necessary to disclose and furnish to any agency as the Lender feels appropriate or to any prospective transferees or as authorized by RBI.
- 13.3 The Borrower/s declare/s that the information and data furnished by them to the Lender is true and correct.
- 13.4 The Borrower/s undertake/s that, (a) the Transunion Credit Information Bureau (India) Limited and any other agency so authorized may use, process the said information and data disclosed by the Lender in the manner as deemed fit by them; and (b) the Transunion Credit Information Bureau (India) Limited and any other agency so authorized may furnish for consideration, the processed data or products thereof prepared by them to banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this Behalf; (c) Notwithstanding anything to the contrary contained herein or any provisions of any of the laws, the Borrower/s, as a precondition of the Loan given to the Borrower/s by the Lender, agree/s that, in case, the Borrower/s commit/s default in the repayment of the amount of the Loan and/or interest thereon or any of the

agreed Installments on the Scheduled Due Date/s, the Lender and/or the Reserve Bank of India, shall have an unqualified right to disclose or publish the name of the Borrower as 'defaulters' in such manner and through such medium as the Lender or Reserve Bank of India in their absolute discretion may think fit.

#### ARTICLE 14: MISCELLANEOUS

- 14.1 Interpretation:** When a reference is made in these Terms and Conditions to an Article, Section, or Schedule, such reference shall be to an Article, Section or Schedule contained hereunder unless otherwise indicated.
- 14.2 Effective Date of Terms:** These Terms and Conditions shall become binding on the Borrower and the Lender on and from the date of the sanction/grant/disbursal of the Loan. It shall be in force till all the monies due and payable to the Lender under the Loan as well as all other agreement(s), document(s) that may be subsisting / executed between the Borrower/s and the Lender are fully paid to the satisfaction of the Lender.
- 14.3 Representatives and Assigns:** The Borrower, its successors, executors, administrators, heirs, legal representatives and assigns shall be bound by all the covenants of these Terms and Conditions.
- 14.4 Non-Waiver:** Any omission or delay on the part of the Lender, in exercising any of rights, powers or remedy accruing to the Lender, upon failure by the Borrower in the due and punctual fulfillment of the obligations of the Borrower hereunder, shall not be deemed to constitute a waiver by the Lender of any of its rights to require such due and punctual performance by the Borrower.
- 14.5 Governing Law and Jurisdiction:** These Terms and Conditions shall be construed and governed in all respects, including validity, interpretation, and effect in accordance with the laws of India. All disputes arising out of these Terms and Conditions shall be subject to the non-exclusive jurisdiction of the courts or tribunals at such location as provided in the Sanction Letter. The Lender may, however, enforce these Terms and Conditions in any other court, tribunal or other appropriate forum and the Borrower hereby consents to that jurisdiction.
- 14.6 Dispute Resolution:** Any question, dispute or claim arising out of or in connection with these Terms and Conditions including any question on its existence, validity or termination shall be referred to and finally adjudicated through arbitration by a sole arbitrator and in accordance with the Arbitration and Conciliation Act, 1996. The sole arbitrator will be appointed by the Lender. The venue for such arbitration shall be as provided in the Sanction Letter. The arbitration award given by the sole arbitrator appointed as aforesaid shall be final and binding on all the parties in connection with any question of facts or law arising in the course of arbitration or with respect to any award made. Further, the present article shall survive the termination of these Terms and Conditions. The courts at location as provided in the Sanction Letter shall have exclusive jurisdiction (subject to the arbitration proceedings) over any or all disputes arising out of these Terms and Conditions or any other Loan Document. The present article along with the clause for payment of interest, penal interest by the Borrower shall survive the termination of the Loan Documents with the

Borrower.

- 14.7 Confidentiality:** The terms and conditions of this document and other agreements/documents executed in pursuance of the Loan shall be confidential and not disclosed by the Borrower to any third party, apart from its auditors / chartered accountants, The Lender shall exercise care while handling any confidential information of the Borrower. However, the Borrower/s acknowledges and accepts that the Lender shall be entitled to disclose information (i) to the Lender's affiliates, (ii) to prospective transferees or purchasers of any interest in the Loan, (iii) as required by law or any government order or direction including disclosure as maybe necessary to perform or fulfill any requirement specified by the RBI, (iv) as deemed necessary by the Lender while exercising its remedies under the Loan Documents. The Lender shall also be entitled to disclosure without any notice to the Borrower/s all or any information/documents or the data including but not limited (a) information and data relating to the Borrower/s; (b) the information or data relating to any credit facility availed of/to be availed by the Borrower/s; (c) default, if any, committed by the Borrower/s, for protecting its interests to Income Tax authorities, Credit Rating Agencies or any other Government or any other Regulatory Authorities/Bodies/ Departments/authorities as and when so demanded. The Borrower/s hereby specifically waives the privilege of privacy and defamation.
- 14.8 Costs and Expenses:** The Borrower/s shall forthwith on demand being made, pay to the Lender, on a full indemnity basis, all costs and expenses (including legal costs) incurred and/or to be incurred by the Lender for the enforcement of these Terms and Conditions and realization/recovery of the amount of the Loan from the Borrower/s, if any.
- 14.9 Amendments:** These Terms and Conditions may be amended by the Lender at any time. Any such amendment shall take effect only prospectively i.e., upon the amendment of the Terms and Conditions. However, the Lender shall upon such variation or amendment being made, inform the Borrower/s in respect of any variation or amendment in the Terms and Conditions and/or other charges as are applicable to the Loan.
- 14.10 No Damages:** The sanction and grant of the Loan by the Lender, shall not vest in the Borrower or any other person a right to claim any damages from the Lender, for any reason whatsoever.
- 14.11 Survival:** All covenants, representations, warranties of the Borrower under any loan Documents shall continue in full force and effect until all Outstanding Balance has been paid and all obligations of the Borrower arising there of are satisfied.
- 14.12 Inconsistency:** If there is any inconsistency between these terms and conditions and any other documents executed between the parties, the terms of the Sanction Letter shall prevail.

The Borrower/s hereby confirm that they have read and understood these Terms and Conditions and unconditionally and irrevocably accept the same to govern the Loan disbursed thereto,

Signed and delivered by the within named )  
Borrower )  
Signed and delivered by the within named )  
Co-Borrower )

Place:

Date: