

LOAN AGREEMENT

CIN No. L36911RJ1996PLC011381

This loan agreement ("Agreement") is being executed at _____ on _____ by and between: **AU SMALL FINANCE BANK LIMITED, CIN: L36911RJ1996PLC011381**, a small finance bank having its registered office at 19-A, Dhuleshwar Garden, Ajmer Road, Jaipur (Rajasthan) 302001 (hereinafter referred to as the "**Lender**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor(s) and permitted assign(s)) of the One Part;

AND

The borrower including the co-borrower whose name and address is stated in the Sanction Letter (enclosed herewith), (hereinafter referred to as the "**Borrower**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heir(s), successor(s) legal representative(s), executor(s), administrator(s) and assign(s)) of the Other Part.

(The Lender and the Borrower are hereinafter collectively referred to as the "Parties" and each individually as the "Party".)

WHEREAS:

- A. The Borrower has represented to the Lender that it is engaged in the business of real estate development and has necessary resources and expertise to develop real estate projects of various scales.
- B. The Borrower has also represented to the Lender that it is the sole and absolute owner of the property mentioned in the Sanction Letter (hereinafter referred to as the "Project Land") which is available for development of a project ("Project") as mentioned in the Sanction Letter.
- C. The Borrower has approached the Lender and has requested the Lender for sanction of a construction finance facility for the amount as mentioned in the Sanction Letter for construction and development of the Project vide loan application.
- D. The Borrower has inter alia agreed to create a first and exclusive charge over the securities, described in the Sanction Letter as Primary Security to secure the Facility granted under this Agreement.

NOW THIS AGREEMENT WITNESSES THAT THE BORROWER HEREBY AGREES WITH, AND UNDERTAKES TO, THE LENDER AS FOLLOWS:

ARTICLE 1: DEFINITIONS AND INTERPRETATIONS

1.1. In addition to other terms defined in this Agreement, the following words and terms, wherever used in this Agreement, unless repugnant to the meaning or the context thereof, shall have the respective meanings set forth below:

- (a) "**Annexure**" shall mean the Annexure -A annexed with this Agreement and shall form part and parcel of this Agreement.
- (b) "**Availability Period**" means the availability period of as defined in the Sanction Letter.
- (c) "**Business Day**" means a day which is not a Saturday, Sunday or a Public Holiday at Jaipur and on which banks in the State of Rajasthan are open for general business.
- (d) "**Conditions Precedent**" shall mean the conditions as specified in Sanction Letter.
- (e) "**Customers**" means persons who purchase or acquire or take on lease or on license (in any manner) the building, units, flats, shops premises or structure constructed/being constructed/to be constructed in the Project and includes any person from whom the Project Receivables are due to the Borrower or who is liable to pay the Project Receivables to the Borrower.
- (f) "Facility" means the dropline overdraft facility granted by the Lender to the Borrower and linked to the DLOF Account upto the facility amount ("Dropline Limit") which amount limit shall be subject to Equated Monthly Reduction as appearing in the Schedule.
- (g) "DLOF Account" shall have the meaning ascribed to it in as specified in the Schedule.
- (h) "**Default Interest**" shall mean interest levied by the Lender from the due date till payment/rectification of default as described in Sanction Letter on happening of any Event of Default as set out in Article 8 of this Agreement.
- (i) "**Drawdown Notice**" means a notice from the Borrower to the Lender(s) requesting that all or a portion of the Facility be disbursed to the Borrower and containing date of drawdown notice, amount, facility to be drawn, account details of the account for disbursement and date of disbursement
- (j) "**Equated Monthly Reduction**" or "**EMR**" shall mean the amount deducted every month on such date/ s specified in the Schedule with respect to the DLOF herein granted.
- (k) "**GST**" shall include the Central Goods and Services Tax (`CGST'), the State Goods and Services Tax (`SGST'), Integrated Goods and Services Tax (IGST), Union Territory Goods and Services Tax (`UTGST') and any other taxes levied under the GST related legislations in India as may be applicable. The term `GST legislation/s' should be accordingly interpreted.
- (l) "**Escrow Account**" shall mean the account established for the disbursement and repayment of the Facility. And "Escrow Agent" shall mean the Lender.
- (m) "**Event of Default**" means occurrence of any or all of the events of default described in Article 8 of this Agreement.
- (n) "**Facility Amount**" means the amount of the Facility and includes outstanding interest, fees, charges, levies, expenses, claims, costs and/or other dues payable to the Lender in relation thereto.
- (o) "**Governmental Authority**" shall mean any statutory, regulatory or judicial authority, Government, statutory, regulatory or judicial authorities.
- (p) "**Guarantor(s)**" mean the person defined as guarantor in Sanction Letter enclosed herewith
- (q) "**Loan Application**" means the application made by the Borrower in the form specified by the Lender for availing the Facility and where the context so requires, all other information, particulars submitted by the Borrower to the Lender with a view to avail the Facility.

_____ Lender	_____ Borrower	_____ Co-Borrower
_____ Co-Borrower	_____ Co- Borrower	_____ Co-Borrower
_____ Co-Borrower	_____ Co-Borrower	_____ Co-Borrower

- (r) **"MCLR"** shall mean the "marginal cost of funds based lending rate" of the Lender. Determined (and revised) in accordance with the guidelines issued by RBI in this regard) (as amended or revised from time to time) and corresponding internal policies of the Lender, as reset from time to time and as revised in accordance with this Agreement.
- (s) **"No Objection Certificate"** shall mean the no objection certificate provided by the Lender to the Borrower for sale of saleable area in the Project.
- (t) **"Outstanding Amounts"** means principal amount of the Facility outstanding from time to time, and all fees, costs, commissions, interest, additional interest, expenses, default interest, prepayment interest, damages, charges and other amounts due under or in respect of this Agreement, to be repaid under this Agreement.
- (u) **"Payment Mechanism"** shall mean, either ACH ("Automated Clearing House" or "ACH" means debiting the Borrower's account, which has been consented by the Borrower in writing, for facilitating payment as per the Repayment Schedule), or RTGS (real time gross settlement.) or payment by way of cheque, as the case may be.
- (v) **"PDC"** means the post-dated cheques drawn to match the date of each instalment, on request and if required by the Lender.
- (w) **"Pre Equated Monthly Instalment Interest"** or "PEMII" means interest at the rate, if any, indicated in Sanction Letter enclosed herewith, on the disbursed Facility from the date / respective dates of disbursement to the date immediately prior to the date of commencement of EMI.
- (x) **"Prepayment"** means premature repayment as per the terms and conditions laid down by the Lender in that behalf in the Sanction Letter and in force at the time of prepayment.
- (y) **"Project Receivables"** means and includes all the present and future right TDR, FSI title, interest, benefits, claims and demands whatsoever, in and to or in respect of all amounts owing / payable to and / or received by or to be received from any person/Customer in respect of the Project and shall include the sale consideration, deposit, premium, lease rentals, business centre charges, leave and license fees, rent, outstanding and claims in respect thereof and includes all the accounts (of the Borrower) wherein any such monies with respect to the Project are deposited.
- (z) **"Repayment Schedule"** means repayment schedule of the Facility as more particularly mentioned in Sanction Letter, or as revised /intimated by the Lender from time to time.
- (aa) **"Sanction Letter"** means the letter as issued by the Lender to the Borrower laying down terms and conditions for availing the Facility.
- (bb) **"Security Documents"** means deed, document or any other instrument, memorandum or any paper written manually or in electronic media, or any other visual form and whether or not signed, created or evidencing the creation of any Security Interest in favour of the Lender as security for repayment and payment of the Facility amount.
- (cc) **"Security Interest"** means a guarantee or any interest created on any asset including mortgage, charge, lien, hypothecation of or a third party interest on an asset as and by way of security for repayment/payment of the Outstanding Amounts in respect of the Facility.
- (dd) **"Applicable Interest Rate"** means the rate of interest as mentioned in the Sanction Letter enclosed herewith.
- (ee) **"Units"** shall include residential flats, commercial spaces, houses, shops and plots constructed on the Project Land and more particularly specified in the Sanction Letter enclosed herewith.
- (ff) **"RERA"** shall mean Real Estate (Regulation and Department Act 2016) and the rule framed thereof.
- (gg) **"RERA Account"** shall mean and include the account opened with Lender in accordance with provision of RERA Act to be opened with the Lender.

1.2. In construing this Agreement:

- a) Annexures and schedules form an integral part of this Agreement. In the event of any conflict between any article of the Agreement and any of the annexures and schedules, decision of Lender shall prevail;
- b) The Sanction Letter forms a part of this Agreement and all term and condition relating to the Facility stipulated in the Sanction Letter shall be construed as a term and condition contained in this Agreement, however in the event of any conflict between the terms of the Sanction Letter and this Agreement, the decision of Lender shall prevail.
- c) If the Loan is disbursed to the Borrower, it shall amount as disbursement to all the Borrower and the liability of all the Borrower and Co-Borrowers shall be joint and several.
- d) References to a "person" or "Person" shall mean reference to a person as defined in Income Tax Act, 1961 including partnership firm, proprietorship firm or any other group of persons.
- e) In the event of any disagreement or dispute between the Lender and the Borrower regarding the materiality or reasonableness of any matter, the opinion of Lender as to the materiality shall be final and binding on the Borrower.

ARTICLE 2: FACILITY, DISBURSEMENT, INTEREST & AMORTISATION

2.1. **Facility**

- a) The Lender has agreed to grant to the Borrower, the Facility for the tenure ("Tenure") and the purpose ("Purpose") mentioned in the Schedule hereto with different operating overdraft limits (each an "Operating Limit"), not exceeding the Facility Amount. The Borrower can avail the Facility from a designated current account of the Borrower maintained with the Lender in its name, the details of which are provided in the Schedule ("DLOF Account").
- b) The Facility being the operating limit allocated by the Lender to the Borrower shall stand reduced/increased to the extent as specified in Sanction Letter and/or Escrow Agreement, if any, basis the disbursement schedule and collection from escrow account and/or in the manner provided in the Sanction Letter or remain constant during the Tenor at the sole discretion of the Lender. The Loan Facility shall get dropdown with at least the scheduled amount for balance tenor computed basis the dropdown amount on the date of expiry of the Interest Payment Period (Moratorium Period) as defined in Sanction Letter and balance tenure. The Lender shall be entitled in its sole discretion to either discontinue the Facility and demand immediate

_____ Lender	_____ Borrower	_____ Co-Borrower
_____ Co-Borrower	_____ Co- Borrower	_____ Co-Borrower
_____ Co-Borrower	_____ Co-Borrower	_____ Co-Borrower

repayment of dues or permit continuation of the Facility subject to such conditions as the Lender may deem fit. The Facility is not a revolving Facility.

2. 2. Disbursement

- (a) The money under the said Facility shall be disbursed by the Lender to the Borrower, upon the Borrower delivering to the Lender a Drawdown Notice, in multiple tranches within the Availability Period, based on the need or the progress of construction of the Project as per Disbursement Schedule described in the Sanction Letter . The decision of the Lender in regards to progress of construction shall be final, conclusive and binding on the Borrower and the Borrower shall acknowledge the receipt of each disbursement, in the form and manner required by the Lender. However, the disbursement of the Facility may be kept open at the sole discretion of the Lender.
- (b) The entire Facility should be availed of within the number of months, from the date of loan sanction, as specified in the Schedule (Availability Period). The Borrower’s right to make draws shall expire at the end of the Availability Period (“Drawdown End Date”). The dropline limit shall be on debit freeze mode during balance tenor after expiry of the Interest Payment Period (Moratorium Period) or as specified in Sanction Letter. However, the disbursement of the Facility may be kept open at the sole discretion of the Lender for an additional period of such number of days beyond the Availability Period as the Lender may deem fit with or without minimum commitment charges. The mode and manner of disbursement is left to the sole discretion of the Lender.
- (c) The terms and conditions of this Agreement shall cover each tranche disbursed and all tranche together shall be treated as a single Facility for the purpose of this Agreement.
- (d) If the Drawdown Notice is duly completed and all Conditions Precedents are duly fulfilled / satisfied, the Lender will proceed with disbursement of the amount set out in the Drawdown Notice under the Facility. Provided that the Lender shall have the absolute discretion to postpone, refuse or cancel the disbursement even if the Borrower is in compliance of all the Conditions Precedents.
- (e) The Lender may by notice to the Borrower suspend the drawdown or cancel further disbursements of the Facility, if the Facility shall not have been fully drawn within the Availability Period or such other period as may be decided by the Lender in accordance with the terms of this Agreement.
- (f) The Lender may, at its discretion, maintain appropriate entries in its books of accounts in relation the Facility and such entries shall be final and binding upon the Borrower.
- (g) Disbursement of the Facility may be made directly to the Borrower and/or in such other manner as may be decided solely by the Lender.
- (h) The Lender shall have the right to adjust PEMII or any other dues against any subsequent amount of the Facility due to be disbursed by the Lender to the Borrower.
- (i) All payments to be made by the Lender to the Borrower shall be as per applicable laws.
- (j) Borrower shall open an account with the Lender. Unless the Lender otherwise agrees, the right of the Borrower to make drawals from the Facility account shall cease after the expiry of the revolving tenor.

2. 3. Interest

- (a) The rate of interest applicable to the Loan, as at the Effective Date ,is as mentioned in the Sanction Letter enclosed herewith.
- (b) The Lender shall be entitled to revise the rate of interest at any time or from time to time as per its policy and/or applicable laws and regulations by an intimation to the Borrower.
- (c) The interest on the Facility shall begin to accrue in favour of the Lender as and from the date of delivery/ dispatch of the cheque and/or date of draft/pay order, irrespective of the time taken for transit/collection/ realization of the cheque by the Borrower or its bank.

All payments (including but not limited to any fee) expressed to be payable under the Facility to the Lender shall be deemed to be exclusive of any tax (including, goods and service tax and other applicable indirect taxes) (“**Tax**”). If any Tax is chargeable as per Law from the Borrower on any payments payable to the Lender (including but not limited to fees), the Lender shall in addition to such payment charge the applicable Tax to the Borrower in connection with the transaction and the Borrower shall pay on demand to the Lender an amount equal to the amount of the Tax.

In case of floating rate interest loan: The Lender shall be entitled to change the prevailing rate of interest on the Loan at its sole discretion, either due to change in its policies, or issuance of RBI guidelines and notifications with respect to the same or for any other reason whatsoever and in such an event the term ‘Interest Rate’ shall for all purposes mean the revised interest rate, which shall always be construed as agreed to be paid by the Borrower and hereby secured. Any change in the Interest Rate shall be binding on the Borrower. In the event the rate of interest quoted by the Borrower in any Disbursement Notice is inaccurate, the Lender shall have the sole and absolute discretion to reject such Disbursement Notice and to refuse to disburse money pursuant to such Disbursement Notice. Interest rate shall be reset at the monthly / annual / Semi-annual / Quarterly interval as specified by the Lender in sanction letter.

The Borrower acknowledges and accepts that the Variable Interest Rate is linked to the MCLR of the Lender or any other external benchmark rate specified by the Lender. Any change in/review of the MCLR or any other external benchmark rate specified by the Lender by the Lender as per its policy shall/may result in a consequent change in the Variable Interest Rate applied on the Loan. Any tax imposed by central/State or local government or other parameters and variables may also be taken into account by the Lender while varying the Variable Interest Rate. The Borrower understands that the MCLR or any other external benchmark rate specified by the Lender and consequently the Variable Interest Rate may be subject to change, and effective date(s) of the change shall be determined by the Lender. The Lender may at its own discretion send a communication in writing with respect to such change to the Borrower at the time of change in the Variable Interest Rate.

2. 4. Computation of Interest

	Lender		Borrower		Co-Borrower
	Co-Borrower		Co- Borrower		Co-Borrower
	Co-Borrower		Co-Borrower		Co-Borrower

- (a) The Borrower shall pay the Interest on monthly basis on the principal outstanding under the facility. Interest shall accrue on a daily basis and any other charges shall be computed on the basis of a year of three hundred and sixty-five (365) days.

2. 5. Amortisation/Repayment

- (a) The Borrower shall repay the Facility, if not demanded earlier by Lender as mentioned hereinafter, in the manner stipulated in this Agreement, in accordance with and subject to the terms & conditions of the Repayment Schedule in the Sanction Letter. If the EMR amount for any period during the Tenure of the Facility has been paid in advance by the Borrower, then scheduled EMR amount shall not be deducted on the Due Dates for such period. However, Lender may chose to deduct the EMR amount on Due Dates at its sole discretion. Notwithstanding anything contained herein, the Lender shall have the right at any time and from time to time, to review and/or reschedule the repayment terms of the Facility or of the Outstanding Amounts thereof in such manner as the Lender may at its sole discretion decide. In such an event, the Borrower shall follow the Repayment Schedule as revised by the Lender in its sole discretion, for the Outstanding Amounts, and as communicated by a prior written notice to the Borrower by the Lender. The revised Repayment Schedule shall be final and binding on the Borrower. Without prejudice to what is contained herein, the Lender reserves its right to call upon the Borrower to pay the whole or part of the amount outstanding ("Outstanding Amounts") at any time after the date of first disbursement.
- (b) The Borrower agrees that the repayment of the amount of Facility together with interest, additional interest and all such other sums due and payable by the Borrower to the Lender shall be payable at the place where the branch of the Lender is situated or such other place as notified by the Lender to the Borrower by way of appropriate Payment Mechanism satisfactory and acceptable to the Lender, details whereof are mentioned in the Repayment Schedule attached hereto. The Borrower agrees that the amount shall be remitted to the Lender on the due date.
- (c) In the event of dishonour of any instruction for Payment Mechanism, the Borrower agrees to pay dishonour charge as applicable, in addition to any additional interest that may be levied by the Lender, in the event of any variation in:
 - (i) the date of payment under the relevant Repayment Schedule; or
 - (ii) the amount of interest, principal under the relevant Repayment Schedule; or
 - (iii) the number of repayments under the relevant Repayment Schedule.
- (d) The Borrower agrees and undertakes to forthwith issue such Post Dated Cheques (PDC's with the Lender named as payee therein)/instructions for Payment Mechanism, as may be required by the Lender. The Borrower further agrees and undertakes that the sale of saleable area in the Project shall be subject to a No Objection Certificate from the Lender which shall be provided by the Lender as per the terms and conditions in the Sanction Letter. Further in such event, the amount paid by the Borrower shall be appropriated towards principle amount due and payable, and the balance amount would be payable by the Borrower and shall be considered as part pre-payment of the Facility.
- (e) On the happening of any Events of Default, except the delay in payment as stipulated in sub-clause (h) below, such defaulted amount shall carry Default Interest at the rate of interest as mentioned in the Sanction Letter enclosed hereto, computed from the respective due dates.
- (f) The Borrower shall at his own accord send to the Lender a statement of its income every seven months from the end of financial year.
- (g) **Delay in payment as per Repayment Schedule**
The delay in payment as per the Repayment Schedule shall render the Borrower liable to pay additional interest at the rate mentioned in the Sanction Letter enclosed herewith. In the event of delay in payment, the Borrower shall further be liable to pay incidental charges and costs to the Lender.
- (h) Any dishonouring of PDC/cheque or revocation of instructions under the Payment Mechanism shall make the Borrower liable for payment of dishonouring charges as per the prevailing rules of the Lender in force from time to time, without prejudice to the Lender's right to take appropriate legal action against the Borrower for such dishonour or revocation. Further the Borrower shall not change the authorized signatory in the relevant bank account of the Borrower.
- (i) **Fees and operating expenses**
The Borrower shall, on or before the disbursement of the Facility, pay to the Lender by way of processing / service fee, (prepayment charges, processing charges etc.) as mentioned in the Sanction Letter enclosed herewith hereto an amount calculated at the rate provided in the Sanction Letter enclosed herewith on the amount of the Facility sanctioned by the Lender. The processing / service fee shall be non-refundable and in the event the Facility has not been drawn down, the Borrower shall still be required to pay such processing/service fee to the Lender.
- (j) The Borrower shall, on or before the disbursement of the Facility by the Lender, pay all expenses (including legal costs between the legal counsel and the clients) incurred and/or to be incurred by the Lender on a full indemnity basis, for the due diligence of the security and for the preparation, execution, preservation, performance, enforcement and realization of the Facility and Outstanding Amounts, the Security Documents and other instruments creating and/or evidencing the creation of the security and/or any other instruments connected with the Lender. If at any time hereafter it is found or required that any extra stamp duty is payable on this Agreement and /or if it is ascertained that stamp duty at a rate higher than the duty presently paid on this Agreement is payable/ required to be paid, then the Borrower shall immediately pay the same with penalty (if any) and keep the Lender indemnified and save harmless at all times from the payment thereof.
- (k) Further, the Lender shall be entitled to recover from the Borrower any other charges or costs incurred or claims suffered by the Lender in connection with the Facility, including on account of execution, stamping and registration of this Agreement and any other documentation or security creation pursuant to this Agreement.

_____ Lender	_____ Borrower	_____ Co-Borrower
_____ Co-Borrower	_____ Co- Borrower	_____ Co-Borrower
_____ Co-Borrower	_____ Co-Borrower	_____ Co-Borrower

ARTICLE 3: REPRESENTATIONS AND WARRANTIES

3.1. The Borrower hereby represents and warrants to the Lender on a continuing basis that:

- (a) In case the Borrower is a company, it is legally and properly organized and in existence as a private/public limited/unlimited company incorporated and registered under the Companies Act, 1956/2013, as the case may be, and has the full power and has obtained all necessary authorisations and other consents, approvals, licences and authorities under applicable jurisdiction, and which are in full force and effect, without any default on the part of the Borrower, to own its property / assets, carry on its business, enter into and perform, ensure the validity and enforceability of the transactions under and in relation to the Facility and execute its obligations thereunder.
- (b) **Confirmation of Loan Application:** The Borrower confirms that all the factual information provided by the Borrower and the Guarantor(s) to the Lender in the Loan Application or otherwise and any prior or subsequent information or explanation given to the Lender in this regard, was or shall be, as the case may be, true and accurate in all material respects as at the date it was provided.
- (c) **Disclosure of material changes:** Since the date of the last audited balance sheet of the Borrower (where the Borrower is a company)/the date of the net worth certificate submitted by the Borrower (in any other case) there has been no material change in the financial condition of the Borrower which is likely to materially and/or adversely affect the construction of the Project or the ability of the Borrower to perform all or any of its obligation under this Agreement nor has any event taken place which is prejudicial to the interest of the Lender.
- (d) **Charges and encumbrances:** There are no mortgages, charges, lis pendens or liens or other encumbrances or any third party rights or any rights of way, light or water or other easements or right of support on the whole or any part of the Project and/ or Project Land in favour of any third party.
- (e) **Litigation:** The Borrower and/or the Guarantor(s) are not a party to any litigation, arbitration or administrative or regulatory proceedings or investigations of a material character and that the Borrower and/or Guarantor(s) are not aware, to the best of their knowledge and belief, of any facts likely to give rise to such litigation, arbitration or administrative or regulatory proceedings or investigations or to material claims against the Borrower and/or the Guarantor(s).
- (f) **Disclosure of defects in Project Land:** The Borrower is not aware of any document, judgment or legal process or other charges of any latent or patent defect affecting the title of the Project Land or of any material defect in the Project Land or its title which has remained undisclosed and/or which may affect the interest of the Lender prejudicially.
- (g) **Public schemes affecting the Project Land:** The Project Land is not included in or affected by any of the schemes of central/State government or of the improvement trust or any other public body or local authority or by any alignment, widening or construction of road under any scheme of the central/State government or of any corporation, Governmental Authority, gram panchayat, etc.
- (h) **Infringement of local laws:** No action, suit, proceedings or investigations is pending and/or continuing or, to the knowledge of the Borrower, threatened by or against the Borrower in the municipal magistrate’s court, any other court of law, government authority or other competent authority in respect of the Project Land nor has the Borrower been served with any notice for infringing the provisions of the applicable municipal Act or any Act relating to local bodies or gram panchayats or local authorities or with any other process under any of these Acts.
- (i) **Disclosure of facts:** The Borrower has disclosed all facts relating to the Project Land and has made available to the Lender all title deeds and other documents pertaining to the Project Land in its possession.
- (j) **Due payments of public and other demands:** The Borrower has paid all public demands such as income tax and all the other taxes and revenues payable to the Government of India or to the relevant State Government or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.
- (k) **Compliance of Know Your Customer (KYC) Policy:** The Borrower is fully aware of the KYC Policy and confirms that the information/clarification/documents/ signage provided by it on its identity, address, authorised signatory, board resolution, PAN and all other material facts are true and correct and the transaction, etc. are bonafide and as per law. The Borrower further confirms that it has disclosed all facts/information as are required to be disclosed for the adherence and compliance of the provisions related to the KYC Policy.
- (l) **Legal and binding obligations:** The Borrower is entitled and empowered to borrow the Facility, provide the Security Documents, execute the promissory note, if any and all other documents, and papers in connection with and upon execution of the same, the documents so executed will create legal and binding obligations on the Borrower enforceable in accordance with their respective terms.
- (m) **Approvals:** All the necessary approvals, for availing the Facility and creating the Security Interest have been obtained and/or shall be obtained at the required stage by the Borrower.
- (n) **Clear and marketable title:** The Borrower assures the Lender that the Borrower has absolute clear and marketable title to the Project Land and that the Project Land is absolutely unencumbered and free from all liability whatsoever.
- (o) **Purpose:** The purpose for which this Facility is taken is not illegal, speculative or nefarious.
- (p) **Authorised Officer** The person(s) executing the document(s) on behalf of the Borrower in connection with the Facility have been duly authorised to do so.
- (q) **No default:** The Borrower and/or its group companies, affiliates have no over dues/not defaulted in repayment of any amount due and payable to any other bank/financial institutions/ operational creditors.
- (r) **Layout and Building Plan:** The layout and the building plans of the Project have been approved by the competent authority, and the Borrower agrees to adhere to the National Building Code specifications as formulated by the Bureau of Indian Standards

_____ Lender	_____ Borrower	_____ Co-Borrower
_____ Co-Borrower	_____ Co- Borrower	_____ Co-Borrower
_____ Co-Borrower	_____ Co-Borrower	_____ Co-Borrower

for regulating the building construction activities and further assures and warrants that there will not be any type of project and construction deviation from the approved layout plan along with all other approvals from various authorities relating to the Project for commencement and completion of the Project.

- (s) **Due care and caution:** The Borrower agrees confirms and acknowledges that the Borrower has exercised due care and caution (including, where necessary, obtaining of advise of tax/ legal/accounting/financial/ other professionals) prior to taking decision, acting or omitting to act, in respect of financing and/or the Project and further agrees, confirms and acknowledges that the Lender is not responsible for any delay in construction/giving of possession/ completion of the Project including where the Lender may have approached/sanctioned or otherwise provided by the Borrower any information in respect of the builder/ developer/seller of the Project.
- (t) **No Event of Default:** No Event of Default or potential Event of Default has occurred and/or is in existence or continuing.
- (u) **No Development Agreement:** The Borrower has not entered into any development agreement with third party for the development of the Project.
 - i. Information about litigation etc. The Borrower will promptly inform the Lender about any litigation, dispute, or any proposal by a regulatory body to acquire the security, or any of it
- (v) **Declarations:** The Borrower hereby declares that as at the date hereof, none of its directors or Guarantor (or any of its directors, if applicable) is a director or a specified near relation of a director of a banking company, including the Lender (as specified by the RBI), including director of scheduled cooperative bank, director of subsidiaries/trustees of mutual funds/venture capital funds set up by any banks (including the Lender) or a relative/near relation (as specified by RBI) of a senior officer of the Lender (as specified by RBI). Except to the Extent disclosed to the Lender, all the Borrower's contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arm's length basis. Further, no director of the Lender is a director, manager, managing agent, employee or guarantor of the Borrower/ its subsidiary/holding company, or holds substantial interest, in the Borrower/its subsidiary/holding company and no directors of any other Bank, including directors of scheduled cooperative bank and directors of subsidiaries/trustees of mutual fund/venture capital funds holds substantial interest or is interested as director or as a guarantor of the Borrower. The Borrower or any directors/ promoters of any of the Borrower (including the Guarantor) are not and, to the best of their knowledge:
 - a. on the Export Credit Guarantee Corporation's (ECGC's) specified approval list; or
 - b. convicted under the provisions of Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974; or
 - c. on RBI's wilful defaulters/ caution list; or
 - d. on the Lender's defaulter list; or
 - e. or not qualified to act as director in accordance with applicable Law
- (w) The Borrower further covenants that if any declaration/covenants made by the Borrower with reference to the Loan is found to be false, then the Lender will be entitled to revoke and/or recall the credit facility/Loan sanctioned to the Borrower.

ARTICLE 4: CONDITIONS PRECEDENT TO DISBURSEMENT OF LOAN

The obligation of the Lender to make the disbursement of the Facility shall be subject to the performance by the Borrower of all its undertakings to be performed under this Agreement and prior to making such disbursement satisfaction of the terms and conditions as specified in Sanction Letter.

ARTICLE 5: BORROWER'S COVENANTS

5.1 Affirmative Covenants

The Borrower covenants and undertakes to the Lender that, so long as the Facility shall remain outstanding, and until the full and final payment of all money owing hereunder, (unless the Lender waives compliance in writing through its authorized person in this behalf) the Borrower agrees as under:

- (a) The Borrower shall provide details of and it's project's RERA registration and shall comply with the provisions of RERA in timely manner.
- (b) The Borrower shall alone and without forming any new entity. undertake development or any other activity for the Project, unless otherwise agreed to by the Lender in writing.
- (c) The Borrower agrees that in the event the security provided by the Borrower becomes inadequate the Borrower shall furnish such additional security to the entire satisfaction of the Lender and as may be required by the Lender to secure the due repayment of the Facility together with interest, costs, charges and all other monies due thereon, such that at no point of time the security cover shall be less than the times as specified in schedule of the outstanding Facility amount.
- (d) The Borrower shall incorporate the particulars of the mortgage/charge created in favour of the Lender in the agreement to sell to be entered into by the Borrower for sale of each of the commercial spaces/residential flats in the Project and a draft of the agreement to sell shall be furnished to the Lender for its record.
- (e) The Borrower shall promptly inform the Lender about any litigation, arbitration, investigative, regulatory or administrative proceeding / action having a material adverse effect on complying with the facility availed by the Borrower and also give difficulty to the Lender in recovering the amount in present or in future.
- (f) The Borrower shall obtain a No Objection Certificate from the Lender for the sale of each Units in the Project and any sale of Units without the No Objection Certificate of the Lender shall be void ab initio. It is expressly made clear that at no point of time collateral property shall be of value less than twice or of the value as mentioned in Sanction Letter the outstanding loan amount, interest, additional interest, charges, expenses, costs in respect of these presents.

_____ Lender	_____ Borrower	_____ Co-Borrower
_____ Co-Borrower	_____ Co- Borrower	_____ Co-Borrower
_____ Co-Borrower	_____ Co-Borrower	_____ Co-Borrower

- (g) The Borrower shall promptly inform the Lender of occurrence of any Events of Default and of the steps being taken to remedy the same and will from time to time, if so requested by the Lender, confirm to the Lender in writing that save as otherwise stated in such confirmation, no default has occurred and/or is continuing. The Borrower shall maintain the Project, when completed, in good order and condition and will make all necessary repairs, additions and improvements, if required thereto during the Tenor of the Facility. The Borrower shall intimate the Lender of any additions, deletions, improvements made in the Project.
- (h) The Project for which the Facility is availed/ and/or the property taken as security for Facility shall be duly insured at the Borrower's expenses for all risk including but not limited to the risk against fire, earthquake, flood, storm, tempest or typhoon and other hazards, as may be required by the Lender and the same shall be assigned in favour of the Lender. The Borrower shall make the Lender as loss payee in all such insurance and provide a copy to the Lender.
 - a. In the event the Borrower becomes entitled to make any claims under the above insurances, it shall promptly make a claim under such insurances and first apply all monies received either in reinstatement of the security insured or towards repayment of the Outstanding Amounts to the Lender.
 - b. If the Borrower fails to insure and / or keep insured any of the security provided to the Lender, the Lender shall, without prejudice to its rights and liabilities under this Agreement or at law, be at liberty to insure and keep insured security and the Borrower shall on demand repay the Lender all fees, costs, commissions and charges incurred by the Lender in doing so.
- (i) The Borrower shall create charge over the contracts and rental revenues, insurance policy, and construction contract in respect of the Project, in favour of the Lender.
- (j) In case of an Event of Default, the Borrower shall grant the right to the Lender to apply for the completion certificate in respect of Project.
- (k) All terms and conditions of this Agreement including the Repayment Schedule in relation to the Facility shall remain same even if any amount under the Facility is being taken over by any new lender.
- (l) The Borrower agrees that the Lender or any person authorised by it shall have free access to the Project or the property of the Borrower provided as security to the Lender for the purpose of inspection and/or supervising and inspecting the progress of construction and the account of construction to ensure proper utilization of the Facility. The Lender will have the right to inspect the books of accounts, through its representative/ audit firms and also to carry out valuation of the property of the Borrower from empanelled valuer of the Lender.
- (m) The Borrower shall inform well in advance to the Lender of the Borrower's or any of its directors assuming, guaranteeing, endorsing or in any manner becoming directly or contingently liable for or in connection with the obligation of any person other than itself except in the normal course of their business.
- (n) The Borrower shall deliver to the Lender in form and detail satisfactory to the Lender:
 - a. Monthly status of the Project;
 - b. Audited annual accounts within one hundred and twenty (120) days of the close of each Financial Year;
 - c. Quarterly statements showing cash flows of the Project and progress of various Projects and the Borrower's financial result statements within fifteen (15) days of end of the quarter.
 - d. Statement of residential flats/commercial spaces/ saleable area sold/agreed to be sold in a month in the format prescribed by the Lender;
 - e. Such other publicly available information and statement in respect of the financial condition and operation of the Borrower as the Lender may from time-to-time reasonably request and a certificate signed by the authorized signatory of Borrower in the following form:

We certify that no event of default nor any potential event of default has occurred not is continuing hereunder”

- (o) The Borrower shall notify the Lender of any change in its residential and official status within fifteen days of such change.
- (p) The Borrower has not and shall not open any account in respect of the Project Receivables without the written consent of the Lender.
- (q) In case the Borrower is a company, not to induct any person on the board of directors which has been identified as a wilful defaulter by the RBI and take expeditious and effective steps for removal of such person, in case such person is found to be on the board of the Borrower. The Borrower also agrees and undertakes to give an undertaking to this effect to the Lender by way of a separate letter to be duly executed by the Borrower on a non-judicial stamp paper.
- (r) In case of RERA approved projects The Borrowers shall open, establish and maintain an account with the Lender in compliance with the provisions of RERA and as acceptable to the Lender, for crediting all future receivables (from already sold and unsold area) of the Project including any interest accruing on the amounts so deposited; any accretions thereupon and proceeds from Land/Project sale (hereinafter referred as “Collection Account”)
 - a. 30% (thirty percent) of the amounts credited into the Collection Account of the Project will be transferred to the respective Escrow Account of the Project and 70% (seventy percent) of the amounts will be transferred to the RERA Account of the Project. Any withdrawal from the RERA Accounts of the Project, subject to the compliance of the provisions of RERA, will be credited to the respective Escrow Account of the Project.
 - b. All permitted withdrawal from the said RERA Account in compliance with the provisions of RERA shall be credited to the Escrow Account of the Project to be opened, established and maintained by the Borrowers with the Lender
- (s) It is the responsibility of the borrower to communicate the GSTIN number of particular state for the purpose of billing.
 - a. In case of unregistered borrower, the address as given under Borrower's Details would be considered for the purpose of computation of GST
 - b. In case of registered applicants, the address given under Borrower's Details shall be considered as the registered place of business for the purpose of computation of GST

_____ Lender	_____ Borrower	_____ Co-Borrower
_____ Co-Borrower	_____ Co- Borrower	_____ Co-Borrower
_____ Co-Borrower	_____ Co-Borrower	_____ Co-Borrower

- c. Please note that for the purpose of this agreement, registered applicant would mean a person registered under the GST Act.
- 5.2. **Negative Covenants:** The Borrower hereby agrees, undertakes and covenants that unless the Lender otherwise agrees in writing, so long as the Facility or any part thereof is outstanding and the Event of Default has occurred and continuing, until full and final payment of all money owing hereunder, the Borrower shall not, without the prior consent of the Lender:
- (a) Avail any loan except any indebtedness which arises in the ordinary course of business.
 - (b) Let out, create or permit to subsist any encumbrance, mortgage or charge over or otherwise howsoever part with possession of the Project or security or any part thereof except to the purchasers/Customers of Units in the Project in respect of whom a No Objection Certificate has been obtained from the Lender. Sell, mortgage, lease, surrender, create charge/third party rights in respect of or otherwise alienate or deal with the Project and/or any other security or any part thereof mortgaged to the Lender. Amalgamate or merge the Project with any other adjacent property nor shall create any right of way or any other easement on the Project.
 - (c) Distribute dividends or declare bonus shares to shareholders when any instalment of interest or principle payable to the Lender has fallen due and has remained unpaid.
 - (d) Formulate/ effect any merger, amalgamation, reconstruction or consolidation.
 - (e) Grant any loans; grant any credit (except in the ordinary course of business) to or for the benefit of any person other than itself.
 - (f) Effect any change in capital structure, depreciation method of accounting procedures etc.
 - (g) Allow the principle shareholders/directors/ promoters to withdraw the monies bought in by them or withdraw the profits earned in the business/capital invested in the business without meeting capital complete installations under this Facility.
 - (h) Repay unsecured loans and refund share application money (pending allotment, till the Facility is fully repaid).
 - (i) Will not withdraw any funds to repay the principle to the providers of subordinate debt, if any, until repayment of the entire Outstanding Amounts to the Lender
 - (j) Effect any oral or other partition of the Project or enter into any family arrangement or use it for purpose of business.
- The Borrower shall not change the use of the Project for which the Facility is sanctioned by the Lender.

ARTICLE 6: SECURITY

- 6.1. **Security:** The Borrower agrees and undertakes that the Outstanding Amounts under this Agreement shall be secured by such security as mentioned in the Sanction Letter enclosed herewith. The Lender shall have the right to decide the place, timing and type of the security, including the manner of creation of security and/or creation of additional security, if required. The Borrower shall furnish all the security as specified in Sanction Letter for securing the Facility and execute necessary documents for creation and perfection of security in favor of the Lender as required by the Lender:
- (a) The Borrower also hypothecates all the money/cash flows, in relation to the receivables, Project Receivables from its Customers and undertakes that the Borrower shall not further hypothecate the said money/cash flows receivables, Project Receivables to any other bank/ financial institution/person.
- All security furnished by the Borrower to the Lender in connection with the Facility and Outstanding Amounts shall remain a continuing security to the Lender and the same shall be binding upon the Borrower

ARTICLE 7: CROSS LIABILITY & SET-OFF

The Borrower further agrees that the security created for the Outstanding Amounts and Facility shall also be security for (i) all other monies that may be due and payable by the Borrower to the Lender, on account whatsoever, whether present or future, including any liability of the Borrower as surety or co-obligator either singly or along-with any other person (ii) loan granted / continued to the group companies/associate of the Borrower (where the Borrower is a company) as declared from time to time. The security created under this Agreement and the liability of the Borrower shall not be affected, impaired or discharged by winding up (voluntary or otherwise) or by any merger or amalgamation, reconstruction, takeover of the management, dissolution or nationalization (as the case may be) of the Borrower.

Without prejudice to any rights of the Lender, the Lender shall have a paramount lien and right of set-off against all monies, deposits, assets and other properties of the Borrower (whether held singly or jointly with any other person), which are deposited with/under the control of the Lender (or any of its group companies) with or without notice whether by way of security, fixed deposit or otherwise pursuant to any contract/agreement entered /to be entered into by the Borrower in any capacity.

ARTICLE 8: EVENTS OF DEFAULTS

- 8.1. The occurrence of any one or more of the following events shall constitute an Event of Default:
- (a) If the Borrower fails to pay any sum whether principal or interest or any Outstanding Amounts under this Agreement at the time stipulated herein and, in the manner, specified herein or in accordance with the terms of any other document executed in pursuance hereof.
 - (b) If the Borrower defaults in the performance of any of the covenants, conditions under this Agreement or any other agreement between the Borrower and the Lender and such default shall have continued over a period of thirty (30) days after notice thereof shall have been given to the Borrower by the Lender.
 - (c) If any information given by the Borrower in its Loan Application form to the Lender for Facility or any other representation or warranty or covenants including negative covenant, undertaking is found to be misleading or incorrect or any material fact/information is suppressed or concealed.

_____ Lender	_____ Borrower	_____ Co-Borrower
_____ Co-Borrower	_____ Co- Borrower	_____ Co-Borrower
_____ Co-Borrower	_____ Co-Borrower	_____ Co-Borrower

- (d) Insolvency: An application is filed by any financial creditor or any operational creditor of the Borrower and/ or Guarantor or the Borrower itself for the insolvency resolution process under the Insolvency and Bankruptcy Code, 2016.
- (e) If any default is made by the Borrower under any other agreement between the Borrower and any other bank or financial institution or any other agreement of indebtedness of the Borrower or the performance of any covenant, or any indebtedness of the Borrower is not paid when due or any creditor becomes entitled to declare any such indebtedness due and payable prior to the date on which it would otherwise have become due or any guarantee or indemnity given by the Borrower is not honoured when due and called upon to do so;
- (f) If the property given as security depreciates in value to such an extent that in the opinion of the Lender further security to the satisfaction of the Lender should be given and such security is not furnished within seven (7) days of the Borrower being called upon to do so.
- (g) If the property or any part thereof which is given as security for the loan is, without prior written permission of the Lender, let out, given on leave and license, sold, disposed off, charged, encumbered or otherwise alienated or any charge/third party rights have been created in respect thereof.
- (h) If an attachment or distraint is levied on the security or any part thereof and/or certificate proceedings are taken or commenced for recovery of any dues from the Borrower.
- (i) If the Borrower fails to furnish information/documents as required by the Lender in the form prescribed/approved by the Lender in terms of this Agreement.
- (j) If the Borrower ceases or threatens to cease to carry on business it carried on at the date hereof.
- (k) If all or substantially all of the undertaking, assets or properties of the Borrower or its interest therein are seized, nationalized, or compulsorily acquired by the authority of Government.
- (l) If there is any breach of the terms & conditions of the Repayment Schedule.
- (m) If there is any change in the ownership, shareholding pattern, share capital, capital structure or management of the Borrower, which in the sole opinion of the Lender would prejudicially affect the interest of the Lender.
- (n) If there occurs any event which in the opinion of the Lender is prejudicial to the interest of the Lender or in the sole opinion of the Lender is likely to materially affect the financial condition of the Borrower or its ability to perform all or any of its obligations under this Agreement and to comply with any of the terms or conditions of this Agreement.
- (o) If any consent, authorization, approval or license of or registration with or declaration to governmental or public bodies or authorities required by the Borrower in connection with the execution, delivery, validity, enforceability or admissibility in evidence of this Agreement or the performance by the Borrower of its obligations hereunder is modified in a manner unacceptable to the Lender or is not granted or revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect;
- (p) If any security for the Facility becomes infructuous or is challenged by the Borrower or any other person or if the Borrower dies.
- (q) If the Borrower/s dies.
- (r) There is any change in the constitution, management or existing ownership or control of share capital of the Borrower (in case the Borrower is a company);
- (s) Where the Borrower and/or Guarantor is a partnership firm, if the Borrower and/or Guarantor is dissolved or a notice of dissolution is given to it or any of its partners.
- (t) If the entire Project or any part thereof collapses, destroys or comes down either because of earthquake, flood, or any other calamity natural or caused by human being.
- (u) If the Project Receivable is not routed through the designated account.

8.2. Consequences of Events of Default

- (a) If one or more of the Events of Default shall have occurred, then, the Lender, by a written notice to the Borrower may declare the principal, all accrued interest charges on the Facility and all other charges and dues, which may be payable by the Borrower under or in terms of this Agreement and/or any other agreements, documents subsisting between the Borrower and the Lender, as well as other charges to be due and upon such declaration the same shall become due and payable forthwith and the security in relation to the Facility and any other loans shall become enforceable without any intervention of Courts, notwithstanding anything to the contrary in this Agreement or any other agreement/s or documents. The Lender shall have the right to suspend or terminate the right of the Borrower to make further withdrawals. Upon such termination, the un-drawn amount of the Loan shall stand cancelled.
- (b) The Lender may enter upon and take possession of the Project of the Borrower.
- (c) The Lender shall have the right to, without accelerating the repayment of whole of the outstanding Loan, sell or cause to sell the hypothecated securities which are sufficient to pay the defaulted amounts under this Agreement.
- (d) In case the Borrower is a company, the Lender shall have the right to nominate a director on the board of directors of the Borrower to protect the interest of the Lender and normal fees and expenses of such director shall be defrayed solely by the Borrower. The Borrower agrees and acknowledges that such director shall not be required to hold qualification shares and shall not be liable to retirement until all the Outstanding Amounts under the Facility are repaid by the Borrower to the satisfaction of the Lender.
- (e) The Lender may transfer the property of the Borrower in its favour or in favour of such other Person by way of lease, leave and license, sale or otherwise.
- (f) The Lender may carry out technical, legal or financial inspection of the Project and books of account with the assistance of its representative, at the cost of the Borrower.

	Lender		Borrower		Co-Borrower
	Co-Borrower		Co- Borrower		Co-Borrower
	Co-Borrower		Co-Borrower		Co-Borrower

- (g) The lender shall be entitled to substitute the developer. The developer shall obtain upfront consent to enable the Lender to do so.
 - (h) The Lender may increase the applicable interest rate of the Facility.
 - (i) The Lender may restrict the Borrower from withdrawing cash in any form (including dividend payout, investments, share buy-back, loans, or advances or any other form).
 - (j) If any Event of Default or any event, which, after the notice or lapse of time or both, would constitute an Event of Default shall have happened, the Borrower shall forthwith give to the Lender immediate notice thereof in writing specifying such Event of Default, or such event.
- 8.3. Upon occurrence of an Event of Default, all arrangement for the purchase of raw materials and inputs, shall be subject to prior approval of the Lender. If so required by the Lender, the Borrower shall take steps to suitably modify or terminate the existing selling/purchasing arrangements in such manner as may be required by the Lender. The Borrower shall not enter into any fresh agreement for the appointment of sole selling agents/sole purchasing agents without the prior approval of the Lender. Any such arrangement shall be subject to such terms and conditions as may be stipulated by the Lender. The Borrower shall not declare or pay any dividend to its shareholders during any financial year without the prior written approval of the Lender.
- 8.4 In the Event of default, the Lender reserves the right to substitute the Borrower with another developer to complete the project. Borrower shall arrange upfront consent of all its customer or such substitution.

ARTICLE 9: INDEMNITY

- 9.1. The Borrower undertakes to indemnify and keep the Lender and its officers/employees fully indemnified and harmless at all times from and against any and all the consequences of breach of any of the terms, condition, statements, undertakings, representations and warranties of this Agreement as also of any of its representations or warranties not being found to be true at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs (hereinafter referred to as “Claims”) faced, suffered or incurred by the Lender. Borrower hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts and omissions on the part of the warranties and/or representations of the Borrower. Similarly, in the event of any claims being made on Lender, on account of any breach of warranty, representations, non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made by Borrower or its employees, agents, being false, the Borrower undertakes to pay on first demand made by Lender of any amount on this account without any demur, reservation, contest, protest whatsoever within seven (7) working days of the demand being made.
- 9.2. The Borrower doth hereby further undertakes to indemnify the Lender from and against any and all losses, damages, fees, liability, costs and expenses including but not limited to costs suffered by the Lender in defending any suit, application or property mortgaged to Lender or by reason of any suit, application, proceeding, complaint filed by any third party for whatsoever reason.
- 9.3. The Borrower undertakes to pay forthwith on demand to the Lender all costs and expenses (including legal costs between legal counsel and clients) on a full indemnity basis incurred and or to be incurred by the Lender for investigation of title to any property offered as security and for the preparation, execution, preservation, performance, enforcement and realization of the Facility Outstanding Amounts, Security Documents and other instruments creating and/or evidencing the creation of any Security Interest for the Facility as also any other instruments required in connection with the Facility.

ARTICLE 10: ASSIGNMENT/TRANSFER

- 10.1 The Borrower shall have no right to sell, assign, transfer or novate any of their respective rights or delegate any of their respective obligations hereunder without the prior written consent of the Lender. The Lender may novate, transfer or assign their rights and benefits under or pursuant to this Agreement in accordance with the applicable Law. Any such action and any such sale, assignment or transfer shall bind the Borrower and the Guarantor 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 power hereunder on behalf of such third party and to pay over such outstanding and dues to such third party and/or the Lender as the Lender may direct. Any cost in this behalf, whether on account of such sale, assignment or transfer or enforcement of rights and recovery of outstanding and dues shall be to the account of the Borrower and the Guarantor. The Borrower and the Guarantor acknowledge and undertake to pay to third parties the difference between the Outstanding Amounts and the amount received by the Lender in the event of transfer of the portfolio a third party. The third party shall have the authority to collect the due amounts.
- 10.2 Upon any novation, transfer or assignment by the Lender of its rights and benefits as stated above, the terms of this Agreement shall bind and ensure for the benefit of such novatee, transferee or assignee who shall be deemed to be a beneficiary of this Agreement with all rights, benefits, and entitlements of a Lender hereunder.
- 10.3 The Borrower agrees that the Lender (or any nominee of the Lender) may retain any Security Interest created (or any part thereof) in trust and for the benefit of such assignee (and upon part assignment, in trust and for the benefit of both the Lender and such assignee on a pari passu basis), without the consent of or notice to the Borrower. Upon any such transfer or assignment as contemplated herein, the assignee and the Lender, as the case may be, will be entitled to take any action, including recovery and enforcement of the Lender’s rights, in its own name. The Borrower shall continue to be bound by the terms of the Finance Documents notwithstanding such transfer or assignment. Without prejudice to the aforesaid provision, the Lender may (at its sole discretion), without notice to the Borrower, share the credit risk of the whole or a part of the Facilities with any other person by way of participation. Notwithstanding such participation, all rights, title, interests, special status and other benefits and privileges enjoyed or conferred upon or held by the Lender under the Finance Documents shall remain valid, effective and enforceable by the Lender on the same terms and conditions and the Borrower shall continue to discharge in full all its obligations under the Finance Documents to the Lender. The Borrower shall not have and shall not claim any privity of contract with such person on account of any reason.

_____ Lender	_____ Borrower	_____ Co-Borrower
_____ Co-Borrower	_____ Co- Borrower	_____ Co-Borrower
_____ Co-Borrower	_____ Co-Borrower	_____ Co-Borrower

ARTICLE 11: DISCLOSURE OF INFORMATION

- (a) The Borrower hereby agrees and consents, as a pre-condition relating to the grant of the credit facilities given to the Borrower by the Lender, that, in case the Borrower commits any default in the repayment of any outstanding amounts to the Lender, the Lender and/or RBI shall have unqualified right to disclose and furnish to CIBIL and other agency so authorised by RBI, Borrower’s name as defaulter in such manner and through such medium as the Lender or RBI in their absolute discretion may think fit. Notwithstanding the above the Borrower understands that as a pre-condition relating to grant of the Facility to the Borrower, the Lender requires the Borrower’s consent for the disclosure by the Lender of information and data relating to the Borrower, of the Facility availed of /to be availed by the Borrower, obligations assured/ to be assured by the Borrower in relation thereto and default, if any, committed by the Borrower in discharge thereof. Accordingly, the Borrower hereby agrees and gives consent (i) for the disclosure by the Lender of all or any such information and data relating to the Borrower including name and the names of their directors; (ii) for the disclosure by the Lender of all or any such information or data relating to any loan/credit facility availed of /to be availed by the Borrower (iii) for the disclosure by the Lender of all/any default, if any, committed by the Borrower in discharge of obligations of the Borrower under this Agreement as the Lender may deem appropriate and necessary to disclose and furnish to CIBIL and any other agency authorized in this behalf by RBI; (iv) to publish the name of the Borrower and/or the names of its directors as defaulters with or without the photograph in any local/regional/national newspaper/magazine etc. and/or through electronic medium which includes publication on the website etc. and/or in such other manner and through such other medium as the Lender / RBI may in their absolute discretion think fit. Further the Borrower hereby declares that the information and data furnished by the Borrower to the Lender are true and correct.
- (b) The Borrower hereby declares that CIBIL and any other agency so authorized in this regard may use, process the said information and data disclosed by the Lender in the manner as deemed fit by them; and may furnish for consideration, the processed information and data or products thereof prepared by them, to the Lender or banks/financial institutions and other credit grantors or registered users, as may be specified by the RBI in this regard.
- (c) The Lender may disclose to a potential assignee or to any person who may otherwise enter into contractual relations with the Lender in relation to this Agreement such information about the Borrower as the Lender may deem appropriate.
- (d) The Borrower confirms that the Lender may for the purposes of credit reference checks, verification, etc. disclose any information/documents relating to the Borrower (pertaining to the Facility availed by the Borrower) to any third party appointed by it. The Borrower further authorizes the Lender to disclose said information /documents to RBI, income tax authorities, credit bureau, third parties, credit rating agencies, databanks, corporates, banks, financial institutions or any other government or regulatory authorities, statutory authorities, quasi-judicial authorities.
- (e) This Clause supersedes any previous confidentiality undertaking given by the Lender in connection with this Agreement. This Clause shall not be deemed to constitute, an express or implied agreement by the Lender with the Borrower for a higher degree of confidentiality than that prescribed by the laws of India, if any.

11.1. Disclosure by the Borrower

- (a) The Borrower shall disclose in the pamphlets/brochure etc., the name(s) of the Lender.
 - (b) The Borrower shall append the information relating to security while publishing advertisement of a particular scheme in newspapers/magazines etc.
 - (c) The Borrower shall indicate in their pamphlets/ brochures, that they would provide no objection certificate/ permissions of the Lender for sale of flats/ property, if required.
- 11.2 The Borrower hereby gives specific consent to the Bank/Lender for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code' for brief) read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the Credit/ Financial facilities availed from the Bank/ Lender, from time to time, to any 'Information Utility' ('IU' for brief) as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank/Lender, as and when requested by the concerned 'IU'.

ARTICLE 12: EFFECTIVE DATE OF AGREEMENT

12.1 The Agreement shall become binding on the Borrower and the Lender on and from the date of execution hereof (“Effective Date”). It shall be in force till all the monies due and payable to the Lender under this Agreement as well as all other agreement/ s, document/s that may be subsisting/executed between the Borrower and the Lender are fully paid (“Tenor”).

ARTICLE 13: MISCELLANEOUS

13.1. Place and mode of payment by Borrower All monies due and payable by the Borrower to the Lender under or in terms of this Agreement shall be paid at the registered office or the concerned regional/branch office of the Lender by appropriate Payment Mechanism satisfactory and acceptable to the Lender and shall be so paid as to enable the Lender to realise the amount sought to be paid on or before the due date to which the payment relates. Credit for all payments shall be given only on realization thereof by the Lender.

13.2 Inspection, refinace etc.

- (a) The Borrower shall permit inspection of all books of accounts and other records maintained by it in respect of the Facility, to the officers of the Lender and permit such officials of the Lender to visit and inspect the site. Further, the Borrower shall permit similar inspection by the officers of such other companies, banks, institutions or bodies as the Lender may approve after intimating the Borrower.

_____ Lender	_____ Borrower	_____ Co-Borrower
_____ Co-Borrower	_____ Co- Borrower	_____ Co-Borrower
_____ Co-Borrower	_____ Co-Borrower	_____ Co-Borrower

(b) The Lender shall have the option to obtain any refinance facility or loan from any company, bank, institution or body, against any security that may have been furnished by the Borrower to the Lender.

13.3. **Benefits:** The terms and provisions of this Agreement shall be binding upon and the benefits hereof shall ensure to the Borrower's and the Lender's successors and assigns respectively. The Lender has the right to alter or modify any condition or stipulate fresh condition under any intimation to the Borrower. The Borrower shall carry out all my family transaction through AU Small Finance Bank Limited. The Borrower further confirms and/or undertakes that the Facility shall not be utilized for the following:

- (a) Subscription to or purchase of shares/debentures;
- (b) Extending unsecured loans to subsidiary company/ associates or for making inter corporate deposits;
- (c) Any speculative purposes or any anti-social purpose or any unlawful purpose;

13.4. **Overriding Effect:** This Agreement and the other documents attached hereto or referred to herein integrate all the terms and conditions mentioned herein and/or incidental hereto and supersede all oral negotiations and prior writings in respect of the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Agreement and any agreement or document attached hereto or referred to herein, the terms, conditions and provisions of this Agreement shall prevail.

13.5. **Notice**

- (i) **Communications in Writing:** Any communication to be made with the Lender by the Borrower shall be made in writing and in English or Hindi Language and, unless otherwise stated, may be made by letter or, email.
- (ii) **Addresses :** The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered to the parties shall be as set out in the Sanction Letter enclosed herewith or any substitute address, fax number, email address or department or officer as the Party may notify to the other Party by not less than 5 (five) Business Days' notice.
- (iii) **Delivery:** Any communication or document made or delivered by one person to another under or in connection with the Facility will only be effective if:
 - a. by way of letter, when it has been left at the relevant address or 5 (five) Business Days after being deposited in the post, postage charges prepaid, in an envelope addressed to it at that address; or by way of email, when sent from mailbox of the sender and, if a particular department or officer is specified as part of its address details provided under Sanction Letter enclosed herewith if addressed to that department or officer.
 - b. Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender (or any substitute department or officer as the Lender shall specify for this purpose.
 - c. Any communication or document which becomes effective, in accordance with Clauses (a) and (b) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

13.6. **Amendments:** Any variation or amendment of this Agreement (or of any of the documents referred to in it) is valid only if it is in writing and signed by or on behalf of each Party.

13.7. **Waiver:** The Borrower confirms that no delay in exercising or omission to exercise, any right, power or remedy accruing/available to the Lender upon occurrence of any Event of Default under this Agreement or any other agreement or document shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such Event of Default; nor shall the action or inaction of the Lender in respect of any Event of Default or any acquiescence by it in any Event of Default, affect or impair any right, power or remedy of the Lender in respect of any other Event of Default. Every right and remedy of the Lender shall continue in full force until the Lender specifically waives it by a written instrument. All remedies either under this Agreement or by law or otherwise afforded to the Lender shall be cumulative and not alternate.

ARTICLE 14: GOVERNING LAW AND JURISDICTION

14.1. This Agreement and all documents executed under/in relation to this Agreement shall be governed by and construed in accordance with the laws of India. The Parties hereto expressly agree that all disputes arising out of and/or relating to this Agreement including any collateral document shall be subject to the exclusive jurisdiction of a competent court in Jaipur, Rajasthan and that accordingly any suit, action or proceedings (referred to as "Proceedings") arising out of or in connection with this Agreement may be brought in such courts or the tribunals and the Borrower irrevocably submits to and accepts the jurisdiction of those courts or tribunals.

- 15 The terms and conditions of this Agreement is adhered with the terms and conditions of the Recovery Policy as per the RBI circular wherein parties will be abide by provisions regarding
- (k) notice period before taking possession
 - (ii) circumstances under which the notice period can be waived
 - (iii) the procedure for taking possession of the security
 - (iv) a provision regarding final chance to be given to the borrower for repayment of loan before the sale / auction of the property
 - (v) the procedure for giving repossession to the borrower and
 - (vi) the procedure for sale / auction of the property

_____ Lender	_____ Borrower	_____ Co-Borrower
_____ Co-Borrower	_____ Co- Borrower	_____ Co-Borrower
_____ Co-Borrower	_____ Co-Borrower	_____ Co-Borrower

16. ARBITRATION

All matters, questions, disputes, default, difference and or claims arising out of and/or concerning and/or in connection and/or in consequence of breaches, termination or invalidity thereof or relating to this Agreement, whether or not obligations of either or both parties under this Agreement be subsisting at the time of such dispute and whether or not this agreement has been terminated or purported to the terminated or completed shall be settled by arbitration in accordance with the provision of Arbitration and Conciliation Act 1996 or any statutory amendment thereof and shall be referred to the sole arbitrator to be nominated by the Lender.. The award given by the sole arbitrator shall be final and binding on all parties to all parties to the Agreement. The seat of arbitration shall be Jaipur, Rajasthan. In respect of the matters where it is determined in an arbitration proceeding conducted in accordance with the preceding paragraph that (i) the arbitration proceeding provided in such paragraph is unenforceable; or (ii) the subject matter thereof is non-arbitrable under the Indian Arbitration and Conciliation Act 1996, as amended, in such a situation, courts in Jaipur, India will have exclusive jurisdiction in relation to such matters, each party irrevocably waives any right it may have to object to an action being brought in any of those courts, to claim that the action has been brought in an inconvenient forum or to claim that those courts do not have jurisdiction.

17. Bank shall be entitled to contact the Borrower and the Guarantor for any promotional campaign/offers through any electronic media including WhatsApp

DECLARATION

I/We _____ (“hereinafter referred to as the “borrower”) hereby declare that, I/We have fully read and understood and were explained about the loan agreement, and I accept and agree to all contents and terms and conditions/general notes mentioned in the agreement from page 1 to 12 and all paragraphs/clauses from 01 to 17 and schedule and also confirm to abide by same and the aforesaid other documents pursuant to the same the aforesaid person(s) is/are affixing his/her/their signature(s)/thumb impression(s) as given herein below.

I/We confirm that whatever I have stated hereinabove is true and correct to the best of my knowledge and belief and I/We enter into this agreement voluntarily, with full knowledge of its effect and signing of this document shall construed as signing of each and every page of loan agreement and all other documents.

DECLARATION IF THE BORROWER(S) SIGNS IN VERNACULAR LANGUAGE

The contents of the Loan Application, power of attorney, memorandum of deposit of title deeds, declaration and promissory note have been explained by me to the applicant/co-applicant in _____ (name of the language in which applicant signed) and the same have been understood by the applicant/co-applicant.

मैंने आपके बैंक में लोन के लिए आवेदन किया है। और मैंने एप्लीकेंट की अंग्रेजी भाषा को पढ़ लिया है / समझ लिया / समझा दिया गया है और मेरे को मान्य है। मैं अपने हस्ताक्षर हिन्दी में करता / करती हूँ या अंग्रेज़ी लगाता / लगाती हूँ।

IN WITNESS WHEREOF, I/WE hereunto set my/our hands _____ (place) on this day of _____

Mr./Ms/M/s. _____ (“Borrower”)	√ Signature
Mr./Ms/M/s. _____ (“Co-Borrower”)	√ Signature
Mr./Ms/M/s. _____ (“Co-Borrower”)	√ Signature
Mr./Ms/M/s. _____ (“Co-Borrower”)	√ Signature
Mr./Ms/M/s. _____ (“Co-Borrower”)	√ Signature
Mr./Ms/M/s. _____ (“Co-Borrower”)	√ Signature
Mr./Ms/M/s. _____ (“Co-Borrower”)	√ Signature
Mr./Ms/M/s. _____ (“Co-Borrower”)	√ Signature

Annexure- A: Example of SMA, NPA classification and NPA upgradation

Example No. - 1

IRAC Circular Refer Para No. 2.1.2 (ii) - the account remains ‘out of order’ as indicated at paragraph 2.2 below, in respect of an Overdraft/Cash Credit (OD/CC)

Para No. 2.2 (Part 1) - An account should be treated as 'out of order' if the outstanding balance remains continuously in excess of the sanctioned limit/drawing power for 90 days.

Example Description - SMA and NPA Classification on Revolving Facility like Cash Credit / Overdue cases based on Out of Order (Part 1).

Example: If outstanding balance is in excess of sanctioned limit/drawing power of a revolving facility like cash credit / overdraft account is March 31, 2021, and amount are not received before the lending institution runs the day-end process for this date, the date of overdue shall be March 31, 2021. If it continues to remain excess of sanctioned limit/drawing power, then this 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 in excess of sanctioned limit/drawing power. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021.

_____ Lender	_____ Borrower	_____ Co-Borrower
_____ Co-Borrower	_____ Co-Borrower	_____ Co-Borrower
_____ Co-Borrower	_____ Co-Borrower	_____ Co-Borrower

