Bandhan Bank

TERM LOAN

Between

____ AND

BANDHAN BANK LTD

Amount: ₹ _______________________ lakh

(Rupees ____ Only)

This forms part of the Loan Agreement executed between ___________________________ and The BANDHAN Bank Ltd. dated _____________

Bandhan
Bank

Bandhan Bank

This LOAN AGREEMENT made at the place and date as specified in Part-A of Schedule I by and between ("Agreement"):

BANDHAN BANK LIMITED, a company incorporated under the provisions of the Companies Act, 2013 and a banking company within the meaning of Section 5(c) of the Banking Regulation Act, 1949, having CIN L67190WB2014PLC204622 and having its registered office at DN-32, Sector-V, Salt Lake City, Kolkata-700091 and acting through its branch at the place as detailed in Part B of Schedule I (hereinafter referred to as the "Lender" which expression shall include its successors and assigns) of the FIRST PART;

AND

The Borrower whose name, address and particulars are as stated in Part-B of Schedule I (hereinafter referred to as "the Borrower", which expression shall unless the context otherwise requires, include heirs, administrators, executors, legal representatives, successors, permitted assigns, receivers, liquidators and resolution professional as applicable) of the SECOND PART.

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

WHEREAS

A. The Board of Trustees of Credit Guarantee Fund Trust for Micro and Small Enterprises ('Trust'), had framed a Scheme known as the Credit Guarantee Fund Scheme for Micro and Small Enterprises ("CGTMSE Scheme" and/or "Scheme") for the purpose of providing guarantees in respect of credit facilities extended by Lending Institutions to the eligible borrowers in Micro and Small Enterprises as per the said CGTMSE Scheme. The Bank being a Lending Institution as per the Scheme is, already registered with Trust for the purpose.

B. The Borrower, being desirous to avail the benefit of guarantee cover available under the Scheme, made necessary application/representation with the Lender and the Lender has agreed in principal vide its LOI dated ______________ for the same.

C. The Borrower, being desirous to avail the benefit of guarantee cover available under the Scheme, made necessary application/representation with the Lender for availing the Loan (hereinafter defined), as per the Application Form (hereinafter defined) for the Purpose (hereinafter defined) and the Lender has agreed in principal vide the Sanction Letter (hereinafter defined) issued by it.

D. Based on the representations made by the Borrower, the Lender has agreed to grant and the Borrower has agreed to avail such Loan on the terms and conditions stipulated under the Sanction Letter. The Sanction Letter and modifications thereof, if any, shall be construed as part of this Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

(i) "Additional Charge" shall mean charges levied by the Lender on delay in payment of the Outstanding Obligations by the Borrower to the Lender at the rate as prescribed in Schedule I, inclusive of penal charges, costs, other charges, expenses, etc.

(ii) "Annual Guarantee Fee" shall mean and include the guarantee fee payable annually to the Trust for each of the Guarantee provided under the Scheme. Such Annual Guarantee Fee shall be calculated at such rate as specified under the Scheme on the aggregate amount guaranteed under the Guarantee for the first year, and thereafter on the outstanding of the guaranteed amount for each subsequent year during the remaining tenure of the Loan.

(iii) "Application Form" shall mean as the context may permit or require, the credit facility application form submitted by the Borrower/s to the Lender for applying for and availing of the Loan, together with the preliminary credit facility application form and all other information, particulars, clarifications and declarations, if any, furnished by the Borrower/s or any other person from time to time in connection with the Loan.

(iv) "Borrower" shall mean the person/entity named as such in Schedule I attached hereto and for the purposes of this Agreement all references to the term. "Borrower" shall also include reference to the Co-Borrower, if the Loan is being availed by the Borrower along with a co-borrower.

(v) "Co-Borrower" shall mean the Person/Entity named as such in Schedule I attached hereto.

(vi) "Collateral Security" means the security provided in addition to the primary security, in connection with the Loan extended by the Lender to the Borrower.

(vii) "Guarantee(s)" shall mean guarantee(s) to be provided by the Trust under the Scheme for securing the payment/repayment of Outstanding Obligations.

(ix) "Cross Default" shall have the meaning ascribed to the term under Clause 15(xi) of this Agreement.

(x) "Deed of Hypothecation" shall mean the deed of hypothecation executed/to be executed for creating a charge over the Hypothecated Assets.

(xi) "Disbursement" shall have the meaning assigned to the term in clause 4.2.

(xii) "DSRA" shall mean the debt service reserve amount as specified in Schedule I.

(xiii) "Due Date" shall mean the date(s) on which any amounts in respect of the Repayment Installments and/or the Outstanding Obligations fall due as specified in the Repayment Schedule.

(xiv) "Effective Date" shall mean the date of execution of this Agreement.

(xv) "Event of Default" shall refer to the events described to be so under Clause 15 of this Agreement.

(xvi) "Final Settlement Date" shall mean the date on which all Outstanding Obligations have been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Lender.

(i) "Guarantee(s)" shall mean guarantee(s) to be provided by the Trust under the Scheme for securing the payment/repayment of Outstanding Obligations.

(ii) "Guarantee Cover" means maximum cover available, by way of Guarantee from the Trust under the Scheme, as per eligibility of the Borrower of the amount in default in respect of the Loan.

(iii) "Guarantor(s)" shall mean the Trust providing the Guarantee in favour of the Lender.

(xvii) "Hypothecated Assets" shall mean the movable assets of the Borrower over which a charge shall be created under the terms of the Deed of Hypothecation.

(xviii) "Interest" shall have the meaning ascribed to the term in Clause 3.1.

(xix) "Indebtedness" shall mean any indebtedness whatsoever of the Borrower/s at any time for or in respect of monies borrowed, contracted or raised (whether or not for cash consideration) or liabilities contracted by whatever means (including under guarantees, indemnities credits, deposits, hire-purchase and leasing).

(xx) "Loan" shall mean the amount disbursed by the Lender to the Borrower for the Purpose as mentioned in Schedule I against mortgage of the Mortgage Assets.

(xxi) "Material Adverse Effect" means the effect or consequence of any event or circumstance which is or is likely to be: (a) adverse to the ability of the Borrower to perform or comply with any of their respective obligations under the Transaction Documents in accordance with their respective terms; or (b) prejudicial to any of the businesses, operations or financial condition of the Borrower.

(xxii) "Mortgage Document" shall mean such documents/entries/deeds executed by the Borrower by virtue of which mortgage charge is created/to be created in favour of the Lender over the Mortgaged Assets for securing the Loan together with interest, additional charge, liquidated damages, compound interest, commitment charges, premia on prepayment or on redemption, costs, charges, expenses and other monies/expenses.

(xxiii) "Mortgaged Assets" shall mean the immoveable assets of the Borrower over which mortgage shall be created under the Mortgage Document.

(xxiv) "Outstanding Obligations" shall mean and include the outstanding principal amount of the Loan, Interest, Additional Charge, all other interest, all fees, costs, commitments, charges, expenses, stamp duty and all other sums whatsoever payable by the Borrower to the Lender in accordance with the Loan terms and Transaction Documents, as well as all other monies whatsoever stipulated in or payable by the Borrower under the Loan terms.

(xxv) "Person" shall include individual, partnership firm, company, association of persons, proprietary concern, limited liability partnership and co-operative society as mentioned and stipulated as per the relevant provisions of the Income Tax Act, 1961.

(xxvi) "Primary Security" in respect of the Loan shall mean the assets created out of the credit facility so extended and/or existing unencumbered assets which are directly associated with the project or business for which the Loan has been provided.

(xxvii) "Purpose" means the purpose for which the Loan is availed by the Borrower more specifically mentioned in Schedule I attached hereto.

(xxviii) "RBI" means Reserve Bank of India.

(xxix) "Repayment Instalment" shall mean an installment of the Loans to be repaid on the Due Date(s) as specified in the Repayment Schedule.

(xxx) "Repayment Schedule" shall mean the loan repayment schedule specifying the Due Dates and Repayment Instalments as contained under Schedule - I hereunder and also to be confirmed and communicated by the Lender subsequent to the date of Disbursement through Email or SMS or physical copy in form of a Notice of Repayment Schedule in the format as stipulated under Annexure - II herein. The repayment terms may vary depending upon the disbursement amount and date, and as mentioned hereinabove the detailed Repayment Schedule will be subsequently confirmed and communicated in writing by the Lender.

(xxxi) "Sanction Letter" means the letter issued by the Lender, including all amendments and modifications made therein from time to time, sanctioning the Loan with the relevant particulars as mentioned in the letter. Details of the Sanction Letter is provided under Schedule - I.

(xxxii) "Secured Assets" shall mean the Hypothecated Assets, Mortgaged Assets and other assets over which security/charge has been/shall be created under the terms of the Transaction Documents to secure the payment/repayment of the Outstanding Obligations under the Transaction Documents.

(xxxiii) "Security" shall mean the mortgage of the Mortgage Asset and other securities created under the Transaction Documents to secure the Outstanding Obligations.

(xxxiv) "Transaction Documents" shall include all writings, agreements, deeds, indentures, declarations, undertakings and other documents executed or entered into or to be executed or entered into, by the Borrower and Guarantor or any other Person, in relation to, or pertaining to the Loan and each such transaction document as amended from time to time.

(xxxv) "Trust" means the Credit Guarantee Fund Trust for Micro and Small Enterprises set up by Government of India and SIDBI with the purpose of guaranteeing credit facility(ies), extended by the lending institution(s) to the eligible borrowers.

(xxxvi) "SIDBI" means the Small Industries Development Bank of India, established under Small Industries Development Bank of India Act, 1989 (39 of 1989).

(xxxvii) "Security" shall mean the mortgage of the Mortgage Asset and other securities created under the Transaction Documents to secure the Outstanding Obligations.

1.2. INTERPRETATION

(i) Headings are for convenience only and shall not affect the meaning or interpretation of this Agreement.

(ii) Whenever the words "include" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". Each reference to a clause number shall include all subparagraphs and subsections thereof.

(iii) All terms and conditions of this Agreement shall be construed in accordance with the written terms thereof; and if the term or condition be ambiguous, then in accordance with the intention of the Parties.

(iv) A reference to this Agreement or another instrument includes any variation, novation or replacement of either of them.

(v) References to clauses, schedules and annexes are references to clauses, schedules and annexes of this Agreement.

(vi) References to a statute include references to regulations, rules, orders, notices, or codes of practice made under or pursuant to such statute, and references to a statute or regulation include references to all amendments to that statute or regulation (whether by subsequent statute or otherwise) and references to a statute or regulation passed in substitution for that statute or regulation.

(vii) In the event of any disagreement or dispute between the Lender and the Borrower regarding the materiality, reasonableness or occurrence of any matter including any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Lender in relation to the Loan as to the materiality, reasonableness or occurrence of any of the foregoing shall be final and binding on the Borrower.

2. LOAN

2.1. Relying upon the statements and representations made by the Borrower in the Application Form, the Lender hereby agrees to make available to the Borrower and the Borrower hereby agrees to avail from the Lender, the Loan not exceeding the amount mentioned in Schedule I and on the terms and conditions mentioned in this Agreement.

2.2. The Borrower hereby agrees to utilise the Loan only for the Purpose as described in Schedule I. The Borrower agrees that the Lender shall have exclusive right to verify the end use as per the declaration to ensure that the Loan advanced by the Lender has been utilised only for the Purpose as agreed under this present.

2.3. The Borrower hereby agrees and accepts that once the Sanction Letter issued by the Lender is accepted by the Borrower, the Borrower shall not cancel or revoke the Loan.

3. INTEREST

3.1 For Fixed Rate of Interest:

(i) The Borrower shall be charged interest on the Loan from the date of disbursal of the Loan at the rate specified in Schedule I (“Interest”).

(ii) Notwithstanding the above, in the event of any extraordinary or unforeseen changes in the money market conditions, the Lender shall in its discretion be entitled to change the said rate of Interest with intimation to the Borrower. The Lender shall be the sole judge to determine whether such conditions exist or not.

(iii) The Lender shall be entitled to revise the rate of Interest at any time and from time to time as per its policy, market conditions and/or applicable laws and regulations, if any, during the tenor of the Loan at its sole discretion.

(iv) The Borrower will be notified within 15 (Fifteen) days of the revised Interest becoming applicable on the Loan.

3.2 The Lender reserve its rights to modify the repayment schedule and/or the instalments stipulated under the repayment schedule in accordance with the any change in the Interest Rate. Any communication from the Lender intimating any such change in the repayment schedule and/or the instalments stipulated under the repayment schedule shall be binding on the Borrower.

4. DETAILS OF DISBURSEMENT

4.1 The Lender shall disburse the Loan in one lumpsum or in suitable instalments/tranches as mutually decided between the Borrower and the Lender.

4.2 The term Disbursement shall mean and include (i) payment of the loan proceeds through any mode as agreed hereunder either to the Borrower or to any other person as the Borrower may require for the Purpose, (ii) adjustment of Loan Facility amount in part or in full against any dues of the Borrower with the Lender, and/or (iii) adjustment of Loan amount in part or in full in any other account with any other lender on Borrower’s request (iv) Restructuring /Refinancing.

4.3 Disbursement shall be deemed to have been made to the Borrower on the date of the disbursement by way of cheque or pay order or by adopting any of the RBI approved electronic fund transfer mode as the case may be.

4.4 Interest on the Loan will begin to accrue in favour of the Lender as and from the date of disbursement of the Loan.

4.5 The right of the Borrower to make drawals under this Agreement shall cease on the expiry of the validity period specified in Schedule I.

4.6 The Lender may by notice to the Borrower suspend or cancel further disbursements of the Loan, if the Loan shall not have been fully drawn within the validity period as specified in Schedule I (as applicable) or such other period as may be decided by the Lender.

4.7 If any monies are remaining due and payable by the Borrower to the Lender, whether under this Agreement, or any other Transactions Documents or otherwise, the Lender may, in its sole discretion, reduce the availability of the amounts of the Loan and/or adjust such monies against the Loan and all such adjustments shall be treated as disbursements to/repayment by the Borrower.

4.8 The decision of the Lender as regards any matter pertaining to disbursement shall be final, conclusive and binding on the Borrower.

4.9 The Borrower agrees and accepts that the Loan granted hereunder are subject to absolute discretion of the Lender. The Lender at its sole discretion may disallow any and all of the followings:

(i) Drawings/Withdrawals beyond the sanctioned limits/drawing limit;

(ii) honouring cheques issued for the purpose other than specifically agreed to as per the sanction terms;

(iii) operation in the Loan account on its classification as a non-performing asset or on account of non-compliance of the sanction terms.

4.10 The Borrower hereby acknowledges and accepts that the Lender does not have an obligation to meet further financial requirements of the Borrower on account of growth in business etc. without proper review of Borrowers credit profile and assessing its creditworthiness.

4.11 The obligation of the Lender to make disbursements under this Agreement shall be subject to the Borrower performing all its obligations and undertakings under this Agreement besides compliance by the Borrower with the disbursement procedure

(v) References to clauses, schedules and annexes are references to clauses, schedules and annexes of this Agreement.

(vi) References to a statute include references to regulations, rules, orders, notices, or codes of practice made under or pursuant to such statute, and references to a statute or regulation include references to all amendments to that statute or regulation (whether by subsequent statute or otherwise) and references to a statute or regulation passed in substitution for that statute or regulation.

(vii) In the event of any disagreement or dispute between the Lender and the Borrower regarding the materiality, reasonableness or occurrence of any matter including any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Lender in relation to the Loan as to the materiality, reasonableness or occurrence of any of the foregoing shall be final and binding on the Borrower.

2. LOAN

2.1. Relying upon the statements and representations made by the Borrower in the Application Form, the Lender hereby agrees to make available to the Borrower and the Borrower hereby agrees to avail from the Lender, the Loan not exceeding the amount mentioned in Schedule I and on the terms and conditions mentioned in this Agreement.

2.2. The Borrower hereby agrees to utilise the Loan only for the Purpose as described in Schedule I. The Borrower agrees that the Lender shall have exclusive right to verify the end use as per the declaration to ensure that the Loan advanced by the Lender has been utilised only for the Purpose as agreed under this present.

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(iii) The Lender shall be entitled to revise the rate of Interest at any time and from time to time as per its policy, market conditions and/or applicable laws and regulations, if any, during the tenor of the Loan at its sole discretion.

(iv) The Borrower will be notified within 15 (Fifteen) days of the revised Interest becoming applicable on the Loan.

3.2 The Lender reserve its rights to modify the repayment schedule and/or the instalments stipulated under the repayment schedule in accordance with the any change in the Interest Rate. Any communication from the Lender intimating any such change in the repayment schedule and/or the instalments stipulated under the repayment schedule shall be binding on the Borrower.

4. DETAILS OF DISBURSEMENT

4.1 The Lender shall disburse the Loan in one lumpsum or in suitable instalments/tranches as mutually decided between the Borrower and the Lender.

4.2 The term Disbursement shall mean and include (i) payment of the loan proceeds through any mode as agreed hereunder either to the Borrower or to any other person as the Borrower may require for the Purpose, (ii) adjustment of Loan Facility amount in part or in full against any dues of the Borrower with the Lender, and/or (iii) adjustment of Loan amount in part or in full in any other account with any other lender on Borrower’s request (iv) Restructuring /Refinancing.

4.3 Disbursement shall be deemed to have been made to the Borrower on the date of the disbursement by way of cheque or pay order or by adopting any of the RBI approved electronic fund transfer mode as the case may be.

4.4 Interest on the Loan will begin to accrue in favour of the Lender as and from the date of disbursement of the Loan.

4.5 The right of the Borrower to make drawals under this Agreement shall cease on the expiry of the validity period specified in Schedule I.

4.6 The Lender may by notice to the Borrower suspend or cancel further disbursements of the Loan, if the Loan shall not have been fully drawn within the validity period as specified in Schedule I (as applicable) or such other period as may be decided by the Lender.

4.7 If any monies are remaining due and payable by the Borrower to the Lender, whether under this Agreement, or any other Transactions Documents or otherwise, the Lender may, in its sole discretion, reduce the availability of the amounts of the Loan and/or adjust such monies against the Loan and all such adjustments shall be treated as disbursements to/repayment by the Borrower.

4.8 The decision of the Lender as regards any matter pertaining to disbursement shall be final, conclusive and binding on the Borrower.

4.9 The Borrower agrees and accepts that the Loan granted hereunder are subject to absolute discretion of the Lender. The Lender at its sole discretion may disallow any and all of the followings:

(i) Drawings/Withdrawals beyond the sanctioned limits/drawing limit;

(ii) honouring cheques issued for the purpose other than specifically agreed to as per the sanction terms;

(iii) operation in the Loan account on its classification as a non-performing asset or on account of non-compliance of the sanction terms.

4.10 The Borrower hereby acknowledges and accepts that the Lender does not have an obligation to meet further financial requirements of the Borrower on account of growth in business etc. without proper review of Borrowers credit profile and assessing its creditworthiness.

4.11 The obligation of the Lender to make disbursements under this Agreement shall be subject to the Borrower performing all its obligations and undertakings under this Agreement besides compliance by the Borrower with the disbursement procedure
stipulated by the Lender, including submission of necessary information, documents,

margin/matching contribution etc. to the satisfaction of the Lender.

4.12 Before taking a decision to recall/accelerate payment or performance under the agreement or seeking additonal securities, Lenders would give a 15 days notice to the Borrower for regularisation of the overdue payment or the default committed.

5. REPAYMENT

5.1 It is agreed between the Parties that since the disbursement may take place in tranches, depending upon the request to be made by the Borrower, and Interest Rate, calculation of Interest are to be decided as per the date of Disbursement, therefore the Repayment Schedule to be confirmed and communicated by the Lender subsequent to Disbursement, through a Notice of Repayment Schedule in the format as stipulated under Annexure-II herein, which may vary from the repayment schedule for repayment as provided hereunder in Schedule I. It is also acknowledged that the said repayment schedule is provided hereunder only to appraise the Borrower an overall idea about the repayment of principle and calculation of interest on the entire loan amount.

5.2 The Borrower hereby irrevocably agrees and acknowledges that such Notice of Repayment Schedule issued by the Lender, shall be a part of this Loan Agreement, and no separate acceptance of the same would be required by the Borrower, and the Borrower shall repay the Loan as per the Repayment Schedule to be confirmed under such Notice of Repayment Schedule.

5.3 The Borrower shall, subject to the terms of this Agreement, repay the the Loan in accordance with the Repayment Schedule set out in Schedule I, subject to any other changes as communicated later in writing by the Lender to the Borrower and pay the interest, additional charges, further interest, liquidated damages, fees and other charges as stipulated in this Agreement.

5.4 The Borrower may not re-borrow any part of the Loan which is repaid or prepaid.

5.5 The Borrower shall pay the Repayment Instalments without any demur, protest or default and without claiming any set-off or counterclaim on the respective Due Dates. No notice, reminder or intimation shall be given to the Borrower regarding his obligation and responsibility to ensure prompt and regular payment of the Repayment Instalments on the respective Due Dates.

5.6 The repayment of the Repayment Instalments by the Borrower to the Lender under the Transaction Documents shall be payable by any of the following modes:

(i) Electronic Clearing System as notified by RBI;

(ii) Standing Instructions details whereof are mentioned in Schedule I for a direct debit from the Borrower's account with the Lender;

(iii) Any other mode as stipulated by the Lender.

5.7 The Lender shall have the right to review and reschedule the repayment terms of the Repayment Instalments and Outstanding Obligations at any time in such manner and to such extent as the Lender may in its sole discretion decide. In such an event the Borrower shall repay the Repayment Instalments and Outstanding Obligations as per the revised schedule as communicated to the Borrower by the Lender in writing.

5.8 The Borrower shall promptly replace the mandates, agreements and/or other documents executed for payment/repayment of the Repayment Instalments and Outstanding Obligations and issue fresh mandates, agreements and/or other documents in lieu thereof to the satisfaction of the Lender in the event of any variation in the Due Date(s) or amount under the Loan or if the Lender is facing any difficulty/ inconvenience/impediment for any reason whatsoever in issuing debit instructions or if required at any time by the Lender at its sole discretion.

5.9 Irrespective of the mode of payment/repayment selected by the Borrower in the Application Form, the Lender shall, as it may deem appropriate and necessary, be entitled to require the payment and/or collection of the amounts due under the Repayment Instalments/Outstanding Obligations, by means of the RBI's electronic clearing system, by itself or through such other person permitted for the same.

5.10 The Lender may, in its sole discretion, require the Borrower to adopt or switch to any alternate mode of payment and the Borrower shall comply with such request, without demur or delay.

5.11 **Treatment of advance/excess payment made against demand amount:**

If the repayment is received before Due Date or in excess of the Repayment Instalment and/or Outstanding Obligation, without any specific written intimation of appropriation, the same will be adjusted against the demand amount for the Repayment Instalment and/or Outstanding Obligation, as the case may be on due date in the order set out in the Appropriation of Payment section of this Agreement. In such cases, interest benefit in the Loan account will be provided w.e.f. the date of payment and any excess amount is lying after such adjustment, as mentioned hereinabove, the same will be settled with the next Due Date primarily towards appropriation of the cost, charges, interest, additional interest etc. component of the Repayment Instalment and thereafter towards principal component of the Repayment Instalment in the same order as set out in the Appropriation of Payment section of this Agreement, until the Repayment Instalment and/or Outstanding Obligation is fully repaid.

6. PAYMENT OF OTHER CHARGES AND EXPENSES

6.1 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 in connection with the Loan including without limitation any costs incurred for investigation of title to any Secured Asset offered as security and for the preparation, execution, preservation, performance, enforcement and realisation of the Outstanding Obligations, security documents and other instruments creating and/or evidencing the creation of any security for the Loan as also any other instruments required in connection with the Loan.

6.2 The Borrower shall also bear all the tax, toll, duties levies, cess or any other tax as may be imposed by the Central Government, State Government, judicial, quasi judicial or any municipal authorities, which may be chargeable on the Secured Assets and if required shall also be liable to reimburse all such taxes, tolls, duties, levies, cess, etc. to the Lender immediately on demand.

6.3 Notwithstanding anything contained under this Agreement, the Borrower shall also be liable to make payment of Annual Guarantee Fees at such rate as detailed under the Schedule.

7. DELAY IN PAYMENT

7.1. a) As per RBI Guidelines the Lender shall recognise incipient stress in loan account, immediately on default, and shall classify such assets as Special Mention Accounts (SMA) as per the categories/sub-categories mentioned under RBI's "Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances". For ready references such categories/sub-categories are also mentioned under Part A of Annexure - I hereof.

b) As per RBI Guidelines the Lender shall recognise a loan account as Non Performing Assets (NPA) in the event there is a delay in repayment of any amount under the Loan continues beyond SMA-2 category as detailed under RBI's "Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances". For ready references, the relevant provisions/criteria in this regard are listed under Part B of Annexure - I hereof.

c) For better understanding of the issues of SMA and NPA classifications, examples are provided under Part C of Annexure - I hereof.

7.2. Without prejudice to the obligations of the Lender under this Agreement and the other Transactional Documents, on failure by the Lender to pay any monies under the terms of the Transaction Documents on the Due Dates, the Borrower shall pay Additional Charge, or such higher rate of interest as may be stipulated by the Lender in that behalf, over and above the Interest Rate. Such Additional Charge shall be charged/debited to the Borrower's Loan account on the respective Due Dates and shall be deemed to form part of the Outstanding Obligations. In such event, the Borrower shall also be liable to pay incidental charges and costs to the Lender.

7.3. The Additional Charge as stated above shall be in respect of any amount shall be computed from the respective due date for the payment of such amount until the date of payment of such amount as provided in this Agreement and shall be payable on demand.

7.4. The Borrower acknowledges that the amounts in respect of the Interest and other interest/charges/penalties including the Additional Charge are reasonable and that the Additional Charge represents genuine pre-estimates of the losses likely to be incurred by the Lender in the event of non-payment of such amounts by the Borrower.

8. PRE-PAYMENT OF THE LOAN

8.1 The Lender may, in its sole discretion and on such terms as to pre-payment fees, etc., as it may prescribe, permit pre-payment of the entire and/or part of the Loan amount at the request of the Borrower subject that the Lender may specify, from time to time, the minimum amount of prepayment. If permitted by the Lender, the Borrower shall give prior written notice of its intention to pre-pay the full amount of Loan and pay to the Lender such pre-payment charges mentioned in Schedule I attached hereto, subject to change by the Lender from time to time.

8.2 The Borrower agrees that no pre-payment shall be made during such period as specified in Schedule I.

8.3 In the event the Lender permits any part pre-payment, the Repayment Schedule shall be altered/modified accordingly by the Lender and the Borrower hereby unconditionally and irrevocably agrees to adhere to the altered/modified Repayment Schedule.

9. LIABILITY OF THE BORROWER TO BE JOINT AND SEVERAL

Where the Loan is provided to more than one Borrower or where the payment obligations are secured by any guarantee, notwithstanding anything herein stated, the liability of the Borrower/s to repay the Loan together with interest, and all other amounts and to observe these terms and conditions and terms and conditions of any other agreement/s, document/s that may be executed by the Borrower with the Lender in respect of the Loan or any other loan, is joint and several.

10. CONDITIONS PRECEDENT FOR DISBURSEMENT

10.1. The following shall be conditions precedent for any disbursal of the Loan or any tranche thereof:

(i) The Borrower shall have submitted to the Lender such authorisations and approvals as may be specified required for availing of the Loan or as may be specified by the Lender.

(ii) The Borrower shall have submitted a certified copy of its constitutional documents.

(iii) Prior to the first disbursement, the Security over the Secured Assets should have been created and the Guarantee(s) should have been issued, as may be required by the Lender.

(iv) The Borrower shall have an absolute, clear and marketable title to the Secured Assets and the Secured Assets should be absolutely unencumbered and free from any liability and prior charges whatsoever.

(v) No Event of Default or Cross Default or Material Adverse Effect shall have occurred.

(vi) No extraordinary or other circumstances shall have occurred which shall make it improbable for the Borrower to fulfill its/their obligations under this Agreement.

(vii) Notwithstanding anything contained herein, unless it be repugnant to the subject, context or meaning thereof, all the condition precedents as stipulated under the Sanction Letter shall deemed to be included specifically under this present.

11. SECURITY

11.1 As per the terms of the Scheme and the stipulations made under the Sanction Letter, the Borrower hereby agrees to create such Security as mentioned in detailed under Schedule I of this Agreement for securing the Outstanding Obligation.

11.2 It is agreed between the Parties that the Lender shall not create any further charge on the securities held in the Loan Account covered under the Scheme for securing any other loan/financial assistance which is not covered under the Scheme, either in its favour or in favour of any other creditor(s), without intimating the Trust. It is further agreed between the Parties that in the event of any default by the Borrower under this present or under any security documents, Lender shall have the right to list the defaulted Borrowers' names and particulars on the Website of the Trust.

11.3 The Borrower agrees to create mortgage over the Mortgage Asset and such other securities as prescribed by the Lender in such form and manner as may be required and acceptable by the Lender to secure the Loan together with the Outstanding Obligations, details whereof are provided in Schedule I annexed hereto.

11.4 All Security furnished by the Borrower to the Lender in connection with the Loan shall remain a continuing security to the Lender and the same shall be binding upon the Borrower until the Final Settlement Date.

11.5 The Borrower agrees that the Security shall not be discharged/released by intermediate payment by the Borrower or any settlement of accounts by the Borrower till such time all the dues in respect of the Loan are fully paid to the satisfaction of the Lender and the Lender consents to give a discharge/release in respect of the Security in writing to the Borrower.

11.6 The Security shall be in addition to and not in derogation of any other security, which the Lender may at any time hold in respect of the Borrower's dues and shall be available to the Lender until all accounts between the Lender and the Borrower in respect of the Loan are ultimately settled.

11.7 The Borrower agrees with, and undertakes that the Borrower shall not create any other encumbrance, charge, obligation or security interest in the Security so created or any of them in favour of any other Person or body, except with the prior written consent of the Lender.

11.8 The Borrower shall provide to the Lender a power of attorney authorising the Lender to do all things necessary to perfect the Security created under the Transaction Documents and do all other things in relation thereto.

11.9 Pursuant to the grant of Loan by the Lender under this present and creation of Security over Borrower's assets, the Borrower shall forthwith file all necessary charges/ modifications of charges with the relevant statutory/regulatory authorities, including but not limited to filing of charges/modification of charges with the Registrar of Companies and CERSAI authority and certificate of registration of such charges shall be submitted to the Lender for its records within 30 days from the date of creation of charges.

12. COVENANTS

12.1 AFFIRMATIVE COVENANTS

The Borrower covenants with the Lender that during the tenor of the Loan:

(i) The Borrower shall ensure that the entire Loan will be utilised only for the Purpose as stated by the Borrower in the Application Form and for no other purpose whatsoever including but not limited to:
- Subscription to or purchase of shares/debentures/land
- Extending loans to subsidiary companies/associates or for making inter-corporate deposits

(ii) The Borrower shall, during the currency of the Loan, furnish to the Lender, one copy of its audited financial statements immediately on being published and/or signed by the auditors.

(iii) During currency of the Loan, Borrower shall strictly adhered to all the guidelines of RBI & the Lender.

(iv) The Borrower shall maintain the Secured Assets in good order and condition and all necessary repairs, additions and improvements thereto will be made during the currency of the Loan and that the Borrower will ensure that the value of the Secured Assets do not diminish.

(v) The Borrower shall notify the Lender of any change in the Borrower's business. The Borrower hereby undertakes to keep the Lender informed about the financials of its business on a regular basis as may be required by the Lender.

(vi) The Borrower shall duly and punctually comply with all the terms and conditions of holding the Secured Assets and all the rules, regulations, bye-laws, etc., of the concerned co-operative society, association, company or any other competent authority, and pay such maintenance and other charges for the upkeep of the Secured Assets as also any other dues, etc., as may be payable in respect of the Secured Assets and/or of the use thereof.

(vii) The Borrower shall, until the full repayment of the entire Loan amount including Outstanding Obligations and all other interest/charges/amounts due under the provisions of this present, fully insure, and keep the Secured Assets so insured against all comprehensive risks, including but not limited to earthquake, fire, riots, civil commotion, floods and such additional risks/liability to which the Secured Assets is likely to be exposed to and any other third party liability risks, at its own costs in the name of the Borrower, and assign the benefits of such policy/ies in with the name of the Lender appropriately endorsed and recorded as 'Assignee' in such insurance policy/ies, for a value as required by the Lender and produce evidence thereof to the Lender from time to time and wherever called upon to do so.

(viii) The Borrower shall promptly inform the Lender of any loss or damage to Secured Assets due to any act of God or damage or other risks against which the Secured Assets may not have been insured.

(ix) The Borrower shall pay all municipal taxes, ground rent and such other municipal and local charges in accordance with the municipal laws, laws relating to law revenue and regulations.

(x) The Borrower shall allow any person authorised by the Lender to have free access to the Secured Assets for the purpose of inspection.

(xi) The Borrower shall promptly give written notice to the Lender of (i) any dispute which might arise between the Borrower and any Person or any governmental body or authority relating to or concerning the Secured Assets; (ii) any distress or execution being levied against the Secured Assets; (iii) any material circumstances affecting the ability of the Borrower to repay the Loan in the manner stipulated hereunder; (iv) receipt of any Notice under Insolvency and Bankruptcy Code, 2016 ('IBC').

(xii) The Borrower shall on the Lender's request do, perform and execute such acts, deeds, matters and things as the Lender may consider necessary either to perfect the Security provided for or to carry out the intent of this Agreement.

(xiii) 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 and/or Security created under the Transaction Documents.

(xiv) Borrower shall obtain pollution control clearances, where necessary, from the requisite authorities in respect of its carrying on its business or industry to the satisfaction of the Lender.

(xv) The Borrower shall maintain such security margin as may be stipulated by the Lender. The current asset cover, unless otherwise agreed to, shall not be less than such security margin/asset cover as stipulated under Part-Bof Schedule-I at any point of time ("Asset Cover"). The Borrower shall at all times maintain a sufficient quantity of the securities to provide the Asset Cover as may be required by the Lender at their discretion and in the event of any deficiency in such cover forthwith whenever called upon provide to the Lender additional securities to restore such Asset Cover to the original level or pay to the Lender the equivalent in cash in the event of additional securities not being available.

(xvi) The borrower shall furnish to the Lender with the position vis-à-vis the outstanding statutory obligations such as income tax, payment of provident fund, additional emoluments (compulsory deposit), gratuity, electricity dues etc. as and when demanded by the Lender with reasons, if any, for increase from the earlier month and the proposed plan of payments thereof.

(xvii) In the evnt Borrower, its officials, Directors, representatives are subject to any fraud and/or defalcation, the same shall be reported forthwith to the Lender along with the proposed steps and action plans to deal with such incident.

(xviii) The Borrower shall not induct on its board or as the incharge of the management and Borrower's day to day affairs, a person whose name appears in the list of Willful Defaulters published by Reserve Bank of India and that in case, such a person is found to be on the board, it shall take expeditious and effective steps for removal of the person from the board.

12.2 NEGATIVE COVENANTS

The Borrower further covenants with the Lender that unless, the Lender otherwise previously approves in writing, the Borrower shall not:

(i) The Borrower shall not make any change to its constitution, business, shareholding pattern, management, ownership or control and shall not alter its constitutional / incorporation documents.

(ii) Enter into any agreement or arrangement with any Person, institution or local or Government body (a) for the use, occupation or disposal of the immoveable properties forming part of the Security or any part thereof, and (b) in respect of any of the Borrower's assets such that the same may have a Material Adverse Effect on the Loan.

(iii) Stand surety for anybody or guarantee the repayment of any loan or the purchase price of any asset.

(iv) Execute any document, such as power of attorney, or any other similar or other deed, in favour of any Person to deal with the Security in any manner, except as may be required by the Lender.

(v) Borrow from any Person or charge any property until the entire Loan amount including Outstanding Obligations and all other interest/charges/amounts due under the provisions of this present are paid in full.

(vi) formulate any scheme of amalgamation or reconstruction,

(vii) implement any scheme of expansion / diversification / modernization other than incurring routine capital expenditure;

(viii) acquire fixed assets like land and buildings other than made out of his own funds or through borrowings made specifically for this purpose.

(ix) make any corporate investments or investment by way of share capital or debentures or lend or advance funds to or place deposits with, any other concern except give normal trade credits or place on security deposits in the normal course of business or make advances to employees; provided that the Borrower may make such investments by way of deposits or advances that are required statutorily to be made as per the existing laws of the country or the rules or regulations or guidelines issued from time to time by the authorities concerned.

(x) pay any consideration by way of commission, brokerage, and fees or in any other form to its promoters, directors, managers or other persons, either , directly or indirectly, for furnishing guarantee and/or counter guarantee and/or indemnity and/or for undertaking any other liability in connection with any Indebtedness incurred and/or the Loan availed by the Borrower.

(xi) Take any action which makes the borrowing of the Loan illegal.

(xii) make any public announcement or media announcement about the Loan transaction as contemplated under Transaction Documents, save and execpt as required under statutory/regulatory compliance.

(xiii) transfer the Loan disbursed to the Borrower to any related party or any connected party of the Borrower (as defined under IBC) or otherwise to any other third party;

(xiv) be in arrear of any public demand such as income tax, corporation tax or any other taxes or any other statutory dues payable to the central or the state government or any local, statutory or governmental authority.

(xv) declare any dividend on its share capital, when Event of Default/s has taken place under the present so long the Borrower is under such default.

(xvi) commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness, a composition, compromise, assignment or arrangement with any creditor of the Borrower.

13. REPRESENTATION AND WARRANTIES

13.1 The Borrower represents, warrants and undertakes to the Lender as under:

(i) The Borrower has the competence and power to execute the Transaction Documents and has taken the necessary approvals in relation to the execution of the Transaction

Documents, which approvals will remain valid and subsisting during the tenure of the Loan.

(ii) The Borrower assures the Lender that the Borrower has absolute clear and marketable title over the Security, has exercised due care and caution (including, where necessary, obtaining of advise of tax/legal/accounting/financial/other professional(s) and that the Security is absolutely unencumbered and free from any liability whatsoever.

(iii) The Borrower confirms that there are no proceedings (in any form) or investigation pending or threatened, by or against the Borrower which might have a Material Adverse Effect.

(iv) No event, circumstance or situation has occurred, which might affect the Borrower or the Lender's right towards the Security or hinder the enforcement of the Security and no Material Adverse Effect has occurred.

(v) The Security 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, Municipal Committee, Gram Panchayat etc.

(vi) The Borrower has paid and will pay when due, all public demands such as taxes, taxes and all the other 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.

(vii) (a) To the extent applicable, the availing of the Loan and exercise of rights and performance of obligations under this Agreement or any other security/transactions documents shall constitute, private and commercial acts done and performed for private and commercial purposes.

(b) The Borrower is not/shall not be entitled to and shall not claim immunity for itself or its assets and properties from suit, execution, attachment or other legal process in any proceedings in relation to this Agreement and other security/transaction documents.

(viii) The Borrower and/or none of its Directors, Partners, Members, Trustees, or any such Person/Official/Member who is incharge of the management and Borrower's day to day affairs as the case may be, have not been declared a willful defaulter/s.

(ix) The Borrower is an eligible borrower and has not been disqualified under the Scheme.

(x) The Borrower is in compliance with all applicable environmental laws, and has obtained all clearances/authorisations as may be necessary for the carrying on the Borrower's business; and there is no material claim and/or action initiated/pending against the Borrower in this connection.

13.2 The Borrower hereby declares and undertakes that:

a) The Borrower, its Promoters/Directors/Proprietor/Partners/Trustees are not Proprietor or relative of Proprietor, as defined in RBI Master Circular - Loans and Advances - Statutory and Other restrictions, of the Lender and none of them hold substantial interest in the Lender. The Borrower is not the Proprietor of any other banks or the subsidiary of the banks or trustees of mutual funds/venture capital funds set up by the banks or their relatives as defined in the RBI Master Circular - Loans and Advances - Statutory and Other Restrictions, and that none of them hold substantial interest in the Borrower.

b) To the best of the Borrower's knowledge, none of the senior officials of the Lender or the participating banks under consortium or their relatives as defined in the RBI Master Circular - Loans and Advances -Statutory and Other Restrictions is a Proprietor/Partner, Manager, Managing Agent, Employee Or Guarantor of the Borrower or its subsidiary or its holding company and that none of them hold substantial interest in the Borrower or its subsidiary or its holding company. The Borrower further agrees that the Borrower shall provide the details and/or give declaration to the Lender forthwith in case of any change in aforesaid facts during the subsistence of the facility from time to time. The Borrower further confirm that no suit is pending in any court of law against the Promoters/Directors/Proprietor/Partners/ Trustees.

c) The Borrower further agrees that declaration given above is true and that the Lender has every right to recall the Loan and or take any such action as it deems fit if it later transpires that the Borrower has given a false declaration.

d) The Borrower further declares that the declaration and undertaking made hereinabove shall be irrevocable and binding the Borrower, his successors and assigns and shall be in force at all the times.

13.3 The Borrower confirms that the representations and warranties contained herein shall be deemed to be repeated by the Borrower on and as of each day from the date of this Agreement until all sums due or owing hereunder by the Borrower to the Lender have been paid in full, as if made with reference to the facts and circumstances existing on such day.

14. INSURANCE

14.1 The Borrower shall, until the full repayment of the entire Loan amount including Outstanding Obligations and all other interest/charges/amounts due under the provisions of this present, fully insure, and keep and/or cause to keep the Secured Assets and all other properties over which the Security is created in favour of the Lender so insured against all comprehensive risks including but not limited to riot, civil commotion risks, natural calamities, fire, theft, unlimited third party risk and other hazards as stipulated from time to time and assign the benefits of such policy/ies in with the name of the Lender appropriately endorsed and recorded as 'Assignee' in such insurance policy/ies, for a value as required by the Lender and produce evidence thereof to the Lender from time to time and wherever called upon to do so.

14.2 The Borrower shall, until the full repayment of the Outstanding Obligations ensure that the above mentioned insurance policy/ies are valid, subsisting and operative and shall make timely payments of the premium. The Lender reserves the right to pay the pay the premium on behalf of the Borrower and reimburse the same from the Borrower.

14.3 The Lender shall have the right to receive and adjust any payment that it may receive in connection with any insurance policy/policies against the Loan and alter the repayment schedule as set out in Schedule I hereunder in any manner as it may deem fit notwithstanding anything to the contrary contained in this Agreement or any other document or paper.

15. EVENTS OF DEFAULT

Each of the following events shall be considered as an **"Event of Default"**:

(i) If end use of the Facility is not for the Purpose as agreed under this present;

(ii) If any default shall have occurred in the payment of any amounts due and payable under this Agreement or the Transaction Documents in pursuance to the Loan;

(iii) If default shall have occurred in the performance of any other covenants, conditions or agreements on the part of the Borrower under this Agreement or any of the Transaction Documents;

(iv) If any information given by the Borrower to the Lender while availing the Loan or in this Agreement or any of the Transaction Documents is found to be misleading or incorrect;

(v) If any of the Security depreciates in value or is in jeopardy, or if the rights over the Security are altered or if the ability of the Lender to enforce the Security is affected, or if any circumstances occurs which in the opinion of the Lender is prejudicial to or imperils the Security of the Lender;

(vi) If the Security or Securities created in favour of other creditors becomes enforceable;

(vii) If any distress or execution is levied or enforced against any property or assets whatsoever of the Borrower;

(viii) If any person, firm, company or entity takes any steps towards applying for or obtaining an order for the appointment of Receiver of any property or assets whatsoever of the Borrower and a Receiver is appointed;

(ix) If any reference against the Borrower under IBC is preferred, whether accepted or not;

(x) If the Borrower compromises with its creditors or the Borrower shall suspend or cease to carry on business or fail to conduct its business to the satisfaction of the Lender;

(xi) 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;

(xii) That if the Borrower fails to pay any money due or which may be declared due prior to the date when the same would have otherwise become due and/or commits any default under any credit facility agreement or arrangement entered into by the Borrower with the Lender, its subsidiaries, affiliates or any bank, financial institution/non banking financial company and/or other creditors ("Cross Default");

(xiii) In case the Borrower is a company, if a winding-up petition has been filed against the Borrower and the same is not vacated, stayed or abated within 15 (fifteen) days from the date of first hearing or admittance, whichever is early or if any proceeding or litigation is commenced or threatened against the Borrower and such proceedings not been stayed or disposed off within 15 (fifteen) days from commencement or if any authority has taken any action whereby the Borrower is deprived of substantial part of its assets, and the same is not vacated, stayed or abated within 15 (fifteen) days from the date of initiation of such action;

(xiv) In case the Borrower is a partnership or a limited liability partnership, if the Borrower is dissolved or a notice of dissolution is given to it or any of its partners or if the Borrower or any of its partners commits an act of insolvency or makes an application for being declared insolvent or an order is passed declaring it or them or any of them an insolvent;

(xv) If the Borrower (being an entity other than as provided in Clause 15 (xii) and (xiii) becomes subject to proceedings for taking it into liquidation, whether voluntarily or compulsorily, may be or have been commenced or if any resolution for voluntary winding-up is passed or if an order of a court of competent jurisdiction is made or the Borrower suspends payments or announces an intention to do so or suggests readjustment or rescheduling of its repayment obligations;

(xvi) Occurrence of any event or circumstance which may lead to Material Adverse Effect;

(xvii) If it comes to the knowledge of the Lender that the Borrower is in breach of undertakings provided hereinabove and is in arrear of any public dues, including but not limited to income tax, corporation tax or any other taxes or any other statutory dues payable to the central or the state government or any local, statutory or governmental authority. In the event of any such incident taking place, the Lender may at its sole discretion, notwithstanding anything contained under Clause 16 of this present, ask the Borrower to provide within 15 days any additional security or cash collateral of such value/amount which would be equivalent to the amount of such arrear of public dues, and upon failure of the Borrower to provide such additional security or cash collateral, the Lender shall proceed against the Borrower under clause 16;

(xviii) Upon happening of any substantial change in the constitution or management of the Borrower without previous written consent of the Lender or upon the Management ceasing to enjoy the confidence of the Lender;

(xix) If the Borrower fails to furnish any information or documents required by the Lender;

(xx) If the Borrower fails to furnish to the Lender detailed end use statement of the Loan as and when so required by the Lender within the time prescribed by the Lender;

(xxi) All or substantially all of the undertaking, assets or properties of the Borrower or its interests therein are seized, nationalised, expropriated or compulsorily acquired by the authority of Government.

16. CONSEQUENCES OF EVENTS OF DEFAULT

16.1 If any Event of Defaults occurs (the decision of the Lender that the aforesaid events or circumstances have occurred shall be final, conclusive and binding on the Borrower), then, the Lender, subject to the provision contained under clause 4.12 hereinabove, by a written notice to the Borrower may declare the entire Loan, including but not limited to the

Outstanding Obligations, all accrued interest thereon and all other monies/amounts which may be payable by the Borrower under or in terms of this present and the Transaction Documents and/or any other agreements, documents subsisting between the Borrower and the Lender, as well as all other charges and dues to be due and upon such declaration the same shall become due and payable forthwith and the Security and the securities in relation to any other loan shall become enforceable, notwithstanding anything to the contrary contained under this present and in the Transaction Documents or any other agreement/s or documents.

16.2 On the happening of any Event of Default, such defaulted amount shall carry Additional Charges, computed from the respective Due Dates.

16.3 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 notice thereof in writing specifying such Event of Default, or such event.

16.4 All reasonable costs incurred by Lender after an Event of Default has occurred in connection with:

(a) Preservation of the properties (whether now or hereafter existing); or

(b) Collection of amounts due under the Transaction Documents;

may be charged to the Borrower and reimbursed, as the Lender shall specify.

16.5 The Lender shall also be entitled to enforce the Security and invoke the Guarantee and/or avail of any other remedy available to the Lender under law including but not limited to initiation of action/steps/proceedings under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and/or Recovery of Debts and Bankruptcy Act, 1993 and/or IBC.

16.6 On occurrence of any Event of Default, the Lender is hereby authorised by the Borrower either to direct or to pursue and obtain such necessary order(s) from the appropriate Court/Tribunal/Forum directing any person/s from whom any money is due or may become due to the Borrower on account of payment/repayment of any debt, or who holds/may hold monies payable to the Borrower, to pay such amount/s to the Lender towards repayment of the dues of the Borrower under these presents. Upon payment by such person/s following the direction of the Lender, the same shall be considered as due discharge of debts by such person towards Borrower either in full or in part as the case may be.

16.7 Borrower hereby agree and accept that in the event of any proceeding filed by the Lender or any other person against any of the Borrower or suo motu by any of the Borrower before the National Company Law Tribunal under IBC, the same, regardless of whether such proceeding culminates into a resolution or liquidation of the Borrower, shall not discharge the other Borrower from its obligations towards the Lender under these presents.

16.8 The Lender may issue any certificate as regards payment of any amounts paid by the Borrower to the Lender in terms of this present and the Transaction Documents only if the Borrower has paid the entire Loan amount including Outstanding Obligations and all other interest/charges/amounts due and payable under this present and the Transaction Documents to the Lender and the Borrower has complied with all the terms of the Transaction Documents.

16.9 The Borrower agrees that any security provided by the Borrower to the Lender under any other credit facility shall be available to the Lender under this Agreement upon the occurrence of an Event of Default under this Agreement and vice versa.

16.10 If the Borrower is in default of repayment of the Loan and/or an Event of Default has taken place as per the terms of the Loan Agreement, the Lender may, at its sole discretion by following the extant guidelines framed for the purpose by RBI, Indian Banks Association's (IBA) and/or so framed under any other law, appoint any third party agency, for purpose of assisting the Lender in (i) collection of dues and/or (ii) enforcement of Securities and/or (iii) any other purposes related therewith.

17. CANCELLATION

17.1 The Lender upon evaluation and in its sole discretion, reserves the unconditional right to cancel the monies advanced/to be advanced under the Agreement (either fully or partially) at any time, without giving any prior notice to the Borrower, including, without limitation, on the occurrence of any one or more of the following:

i. in case of deterioration in the creditworthiness of the Borrower in any manner whatsoever; or

ii. in case of non-compliance of the terms and conditions of this present and the Transaction Documents.

iii. in case the Loan/part of the Loan are not utilised by the Borrower within the time period as specified by the Lender;

17.2 Notwithstanding anything contained in the Agreement and the Transaction Documents, the Lender may, upon evaluation and in its own discretion without being liable for providing any justification and serving written notice to the Borrower, cancel the undrawn/undisbursed portion of the Loan herein granted. Delivery of such notice by the Lender shall constitute sufficient notice of such cancellation. In the event of any such cancellation, all the provisions of this Agreement and all other related documents shall continue to be effective and valid and the Borrower shall repay the outstanding dues under the Loan duly and punctually as provided herein.

17.3 Notwithstanding anything contained in the Agreement and the Transaction Documents, the Lender may, upon evaluation and in its sole discretion and upon serving written notice to the Borrower recall the Loan herein granted and demand repayment thereof. Delivery of such notification by the Lender shall constitute sufficient notice of such recall and acceleration of repayment, and thereupon the said Loan, all interest due and payable thereon and all liabilities and other obligations of the Borrower there under to the Lender including interest, and other charges shall become due and payable by the Borrower immediately to the Lender.

18. WAIVER

No delay in exercising or omission to exercise, any right, power or remedy accruing to the Lender upon any default under this Agreement, mortgage deed or any other agreement or document, shall impair any right, power or remedy or shall be construed as a waiver thereof or any acquiescence in such default affect or impair any right, power or remedy of the Lender in respect of any other default.

The Borrower hereby waives any objection against claim, if any, to be received under the Scheme. The Borrower acknowledges that the Scheme is a risk cover to the Lender and does not discharge or reduce the Borrower's obligations under this Loan. All covenants, securities, and remedies in connection with this Loan and under the Transaction Documents shall remain fully enforceable against the Borrower, even if any claim is received by the Lender under the Scheme.

19. EFFECTIVE DATE OF TERMS AND CONDITIONS

This Agreement shall become binding on the Borrower and the Lender on and from the Effective Date. It shall be in full force till the Outstanding Obligations and other amounts due under any other agreements, documents which may be subsisting/executed between the Borrower and the Lender has been fully paid to the satisfaction of the Lender.

20. INSPECTION, AUDIT, ASSIGNMENT

20.1 The Lender shall have the unqualified right to examine at all times the Borrower's books of accounts and records maintained at Borrower's head office/branches and get the same inspected from time to time by officer(s) of the Lender and/or qualified auditors including stock audit and/or technical experts and/or management consultants of Lender's choice. The cost of such inspection/audit shall be borne by the Borrower. The Borrower also agrees either to conduct or allow the Lender to conduct of such audit at the behest of Lender, consequent upon red flagging of Borrower's loan account. In cases where such audit report submitted remains inconclusive or is delayed due to non-cooperation by the Borrower, the Lender shall conclude on status of loan account as a fraud or otherwise based on the material available on its record and its own internal investigation/assessment in such cases.

20.2 The Borrower further agree that if the Lender so desires a specific certification from the Borrowers' auditors regarding diversion/siphoning of funds by the Borrowers, the lender should award a separate mandate to the Borrower's auditors for the purpose. On receipt of such mandate by the Borrower's auditors, the Borrowers' auditors shall be under obligation to provide such specific certificate regarding diversion/siphoning of funds by the Borrowers.

20.3 The Borrower shall permit inspection of all books of accounts and other records maintained by the Borrower in respect of the Loan to officers of the Lender. The Borrower shall also permit similar inspection by officers of such other companies, banks, institutions or bodies as Lender may approve and intimate to the Borrower.

20.4 The Borrower shall also permit inspection of the Secured Assets by the Lender either through any of its officials or by any third party as may be appointed by Lender in its sole discretion.

20.5 The Lender shall have the authority to make available any information contained in the Application Form and/or any document or paper or statement submitted to the Lender by or on behalf of the Borrower and/or pertaining or relating to the Borrower and/or the Loan including as to its repayment, conduct, to any rating or other agency or institution or body as Lender in its sole discretion may deem fit. The Lender shall also have the authority to seek and/or receive any information as it may deem fit in connection with the Loan and/or the Borrower from any source or Person or entity to whom the Borrower hereby authorises to furnish such information

21. DISCLOSURE

21.1 The Borrower hereby agrees and accepts that as a pre-condition relating to grant of the Loan 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 Loan 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 for the disclosure by the Lender of all or any such:

(i) information and data relating to the Borrower;

(ii) the information or data relating to the Loan availed of/to be availed by the Borrower; and

(iii) default, if any, committed by the Borrower in discharge of such obligation as the Lender may deem appropriate and necessary to disclose and furnish to RBI, Credit Information Bureau (India) Limited, CIC (as defined hereinafter), the information utilities established under the Insolvency Code, and any other agency authorised in this behalf by RBI/Govt. of India.

21.2 Notwithstanding anything contained hereinabove, the Borrower hereby agrees as a pre-condition of the Loan given to the Borrower by the Lender that, in case the Borrower commits default in the repayment of the Loan amount/Repayment Instalments/ Outstanding Obligations/any interest/charges/amounts payable under this present on Due Date(s), the Lender shall have an unqualified right to disclose the name of the Borrower and its directors and information relating to the Borrower to the RBI (including CRILC or any other information system prescribed) and/or the CIC and/or the information utilities established under the Insolvency Code and/or any other agency so authorised by RBI and/or Government Authority as the Lenders' may deem fit. The Borrower hereby gives consent to Lender and/or the RBI and/or the CIC and/or the information utilities established under the Insolvency Code and/or any other agency so authorised by RBI and/or Government Authority to publish its name and the names of its directors as defaulters in such manner and through such medium as the Lenders/the RBI/the CIC/Government Authority/the information utilities established under the Insolvency Code/any other agency so authorised in their absolute discretion may think fit.

21.3 **"CIC"** shall mean Credit Information Companies and includes (i) TransUnion CIBIL Limited, (ii) Equifax Credit Information Services Private Limited, (iii) Experian Credit Information Company of India, and (iv) CRIF High Mark Credit Information Services Private Limited etc.

21.4 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.

21.5 Lender may disclose information and data relating to the Borrower to the Lenders' agents, contractors or professional advisers who are under a duty of confidentiality to the Lenders as the case may be.

21.6 The Borrower confirms that the Lender may for the purposes of credit reference checks, verification, etc., disclose any information/documents relating to the Borrower under this Agreement to any third party.

21.7 The Borrower authorises the Lender to disclose information related to data, documents, credit information, and security details with the competent authority in relation to the Scheme for the purposes of application, monitoring, claim processing, audits and compliance.

21.8 The Borrower further authorises the Lender to disclose such information/documents to RBI, income tax authorities, credit bureau, third parties, credit rating agencies, databanks, corporates, other banks, financial institutions or any other Government or regulatory authorities, statutory authorities, quasi judicial authorities.

22. ASSIGNMENT

The Lender reserves the right to assign/sell/securitise the Loan with or without security, if any, in any manner by transferring and/or assigning or otherwise (at the cost of the Borrower) all its right, title and interest which the Lender deems appropriate and the Borrower hereby expressly agrees that in that event, the Lender is not required to obtain any additional prior permission or put the Borrower to any notice and the Borrower will recognise the new lender as the new/additional creditor. Post assignment of the Loan, notice of intimation shall be forwarded to the Borrower intimating such assignment and its date of commencement. After such assignment, all the rights and remedies of the Borrower under the Transaction Documents in respect of the disbursed portion of the Loan so assigned, shall continue against the assignee.

23. INDEMNIFICATION

23.1 The Borrower undertakes to indemnify and keep the Lender and its officers/employees fully indemnified and harmless from and against all forms of losses caused to the Lender, including but not limited to all costs, expenses, taxes and other costs incurred by the Lender in relation to this Loan, as a result of action/inaction of the Borrower, including as a result of third part claims or claims from regulators or investment authorities. The Borrower undertakes to, immediately upon the occurrence of the loss caused to the Lender, pay to the Lender any amount on this account without any demur, reservation, contest, protest whatsoever.

23.2 **Email Indemnity**

23.2.1 That the Lender to record/ register Borrower's and/or its authorised officials such Email ID(s) as listed under Part-B of Schedule I ["Said Email ID(s)"] as Borrower's official communication mode(s) and Borrower hereby declares that any communications furnished/authorised by Borrower vide the Said Email ID(s) are to be considered as duly authorised by the Borrower, authentic, valid and complete and shall be legally binding on the Borrower, and the Borrower shall be fully responsible for the same.

23.2.2 The Lender shall not be responsible to ensure the authenticity, validity, or source of any communications provided by the Borrower vide Said Email ID(s) and shall not be liable, in any manner whatsoever, if any such communications turned out to be unauthorised, incomplete, erroneous or fraudulent and the Borrower, at all times, shall indemnify and keep the Lender indemnified against any loss/claims/damages, as the case may be, that the Lender may suffer on account of such information.

23.2.3 The Lender shall act on emails received from Borrower's registered Emil ID(s) only on working days and during the business hours of the concerned branch of the Lender for the transactions contemplated therein and the Lender shall not be responsible for any failure/rejection of the instruction due to lack of availability of time for execution of such instructions.

23.2.4 The Borrower hereby irrevocably agree and acknowledge that the Lender shall not be held liable, if the Lender fails to comply with any communications made through the Said Email ID(s) due to any reason of delay and/or miscommunication and/or ambiguity in the communications.

23.2.5 Borrower hereby agree and acknowledges that there are inherent risks involved in sending and sharing the Communications to Lender vide Emails and hereby confirm and undertake to fully bear all risks in that behalf. The Borrower shall indemnify the Lender against any such associated risk for which losses/damages may be suffered by the Lender. The Borrower hereby assumes full responsibility for the same and will not hold the Lender liable for any losses or damages including legal fees arising consequent to Lender's performance or non-performance or any delay/default in performance of any act, wholly or in part, in accordance with the Communications so received from the Borrower, which could be a result of any miscommunication, or technological error or any such incident beyond the control of the Lender. The Borrower hereby accepts and acknowledges that the Lender shall not accept liability for any errors or omissions in the content of the Communications and its attachments(if any).

23.2.6 The Borrower shall duly inform the Lender about any change in their communication addresses including but not limited to change in the Said Email ID(s) immediately and further indemnify the Lender against any miscommunication, error, loss and damage including monetary, legal and otherwise caused due to failure at Borrower's end to update the Lender regarding such changes.

24. APPROPRIATION OF PAYMENTS

Unless otherwise agreed to by the Lender, any payment due and payable under this Agreement and made by the Borrower will be appropriated towards such dues in the order, namely:

(i) Towards reimbursement of costs, charges, expenses and other monies, if any, incurred by the Lender;

(ii) Interest;

(iii) Additional Charges;

(iv) Prepayment Charge and Fees;

(v) Principal amount of the Loan;

(vi) Administrative charges and other costs, charges, expenses, incidental charges and other moneys that may have been expended by Lender in connection with the recovery;

(vii) Margin

25. SERVICE OF NOTICE

25.1 Any notice, demand or other communication under this Agreement and other documents in pursuance thereof shall be deemed to have been delivered (i) if delivered in person or by courier, when proof of delivery is obtained by the delivering party; (ii) if sent by post within the same country, on the tenth day following posting and if sent by post to another country, on the twentieth day following posting; (iii) if given or made by fax, upon dispatch and the receipt of a transmission report confirming dispatch above; (iv) if given or made by email, upon dispatch from the sender and after it has been delivered to the recipient(s). Pursuant to the dispatch of the notice as above, the party sending the notice shall also email the contents of the entire notice to the receiving party at the addresses mentioned in Schedule I.

25.2 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant party at its address or fax number set out in Schedule I.

26. POWER TO SET-OFF AND LIEN:

26.1 (i) The Lender and its group companies shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits of any kind and nature (including fixed deposits) held/balances lying in any accounts of the Borrower/s, whether in single name or joint name(s) and on any monies, securities, bonds and all other assets, documents and properties held by/under the control of the Lender and/or its group companies (whether by way of security or otherwise pursuant to any contract entered/to be entered into by the Borrower/s in any capacity) to the extent of all Outstanding Obligations, whatsoever, arising as a result of (a) the Loan granted hereunder, and/or (b) any of the services/facilities rendered by the Lender or any of its group companies to the Borrower and/or (c) any other facilities that may be granted by the Lender and/or its group companies to the Borrower. The Lender and/or its group companies are entitled without any notice to the Borrower to settle any such indebtedness and/or Outstanding Obligations whatsoever owed by the Borrower to the Lender and/or its group companies, (whether actual or contingent, or whether primary or collateral, or whether joint and/or several) hereunder or under any other document/agreement, by adjusting, setting-off any deposit(s) and/or transferring monies lying to the balance of any account(s) held by the Borrower with the Lender and/or its group companies notwithstanding that the deposit(s)/balances lying in such account(s) may not be expressed in the same currency as such indebtedness. The Lender's and its group companies' rights hereunder shall not be affected by the Borrower/s' bankruptcy, insolvency death or winding-up. It shall be the Borrower/s' sole responsibility and liability to settle all disputes/objections with any such joint account holders.

(ii) In addition to the above mentioned right or any other right which the Lender and its group companies may at any time be entitled whether by operation of law, contract or otherwise, the Borrower authorises the Lender: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Borrower/s with or to any branch of the Lender and/or its group companies; (b) to sell any of the securities or properties, pertaining to the Borrower and held by the Lender, by way of public or private sale without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to the Lender and/or it group companies from the Borrower, including costs and expenses in connection with such sale; and (c) in case of cross currency set-off, to convert an obligation in one currency to another currency at a rate determined at the sole discretion of the Lender and/or its group companies.

26.2 Nothing herein contained shall prejudice or affect any general or particular lien to which the Lender is or may be by law or otherwise entitled or any rights or remedies of the Lender in respect of any present or future security, guarantee, obligation or decree for the Loan or any other indebtedness or liability of the Borrower to the Lender.

27. SEVERABILITY

The Clauses of the Agreement and the Sub-clauses are severable and any illegality, invalidity or irregularity, inconsistency or repugnancy of any Clause or any Sub-clause shall not in any way affect the legality, validity or regularity of any other Clause or any Sub-clause.

28. GOVERNING LAW AND JURISDICTION

28.1 This Agreement shall be governed in accordance with the laws of India and shall be subject to the jurisdiction of the competent court in the city where the concerned branch/office of the Lender is situated or any other place having jurisdiction under the extant laws.

28.2 The provisions of Clause 28.1 above are for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

28A. Arbitration:

a) Notwithstanding anything to the contrary contained herein, any dispute, differences or claims, between the Parties, arising out of and/or relating to this Agreement ("Dispute") whether during its subsistence or thereafter, shall be referred to and resolved by arbitration, to be administered by an independent arbitration institution in accordance with its dispute resolution rules ("Rules").

b) The Party invoking arbitration ("Claimant") may opt for any one of the independent arbitration institutions from the list of institutions listed on the Bank's website https://bandhan.bank.in//independent-arbitration-institutions as independent arbitration institution ("Independent Institution") and thereafter intimate its selection of the Independent Institution to the other Party ("Respondent") in writing. The Respondent shall either: (i) confirm in writing acceptance of the Independent Institution to the Claimant within a period of ten (10) days from the date of receipt of such intimation ("Notice Period"), or (ii) convey objection, if any, in writing to the Claimant, against the proposed Independent Institution within the said Notice Period and propose the name of another independent arbitration institution from the list of institutions listed on Bank's website ("Substitute Institution"). However, if the Claimant does not receive any response from the Respondent within the said Notice Period and/or does not receive the details of any Substitute Institution, the Claimant shall be entitled to request the Independent Institution to nominate the sole arbitrator as per its Rules. In the event, the Respondent conveys objection as per (ii) above and proposes the Substitute Institution, then the Claimant shall be entitled to request the Substitute Institution to nominate the sole arbitrator as per its rules.

c) The Parties agree and acknowledge that the arbitration shall be conducted by a sole arbitrator to be appointed by the Independent Institution or Substitute Institution, as the case may be, as per its Rules. These Rules shall be in conformity with the Arbitration and Conciliation Act, 1996, the copy whereof is made available on the website of the Independent Institution or Substitute Institution, as the case may be. The juridical seat of arbitration shall be Kolkata, India. The language of arbitration shall be English. The law governing the arbitration proceedings shall be Indian laws. The award of the arbitrator shall be final and binding on the Parties.

SCHEDULE I

Part-A

Date of execution of the agreement: ______________________________

Place of execution of the agreement: ______________________________

Part-B

S. No.	Particulars	Details		
1. LENDER DETAILS				
a)	Branch Office			
2. BORROWER DETAILS				
	Name:			
	Address of the Registered Office:			
	Constitution of the Borrower:			
	PAN:			
	Aadhaar No. (if the Borrower is an individual):			
	CIN/LLPIN/Registration No.:			
	Address of the Branch Office:			
	Statute/Act under which the Borrower is incorporated:	Companies Act, 1956/Companies Act, 2013/Limited Liability Partnership Act, 2008/Indian Partnership Act, 1932/Indian Trust Act, 1882/Societies Registration Act, 1860/prevalent Co-operative Societies Act/State Co-operative Act		
	Authorised email ID(s)	Name of the Authorised Officer	Designation	Email ID
3. CO-BORROWER DETAILS				
	Name:			
	Address of the Registered Office:			
	Constitution of the Borrower:			
	PAN:			
	Aadhaar No. (if the Borrower is an individual):			
	CIN/LLPIN/Registration No.:			
	Address of the Branch Office:			
	Statute/Act under which the Borrower is incorporated:	Companies Act, 1956/Companies Act, 2013/Limited Liability Partnership Act, 2008/Indian Partnership Act, 1932/Indian Trust Act, 1882/Societies Registration Act, 1860/prevalent Co-operative Societies Act/State Co-operative Act		
	Authorised email ID(s)	Name of the Authorised Officer	Designation	Email ID
4. LOAN/FACILITY DETAILS				
b)	Type of Loan			
c)	Loan amount			
d)	No. of tranches			
e)	Validity period (to make drawals)			
f)	Purpose: End use of Loan:			
g)	Rate of Interest:	Fixed		
h)	Additional charges:			
i)	DSRA			
j)	Asset cover			

Bandhan Bank

S. No.	Particulars		Details	
5. REPAYMENT				
k)	Tenure of Loan			
l)	Schedule for Repayment		Due Date (Monthly/Quarterly): D D M M Y Y Y Y Repayment Frequency: Instalment Amount:	
			Due Date	Principal Amount
m)	Moratorium			
n)	Interest Frequency		Monthly/Quaterly/Weekly/Yearly	
o)	Interest Calculation Method (Daily)		Daily Balance Outstanding X Effcetive Rate of Interest X 1/365	
p)	Interest Reset Understanding			
q)	Due Date of Interest			
r)	Mode of Repayment			
s)	Period during which prepayment cannot be made			
t)	Prepayment Charges			
u)	Margin			
v)	ECS/SI			
w)	Insurance			
x)	Annual Guarantee Fee		________ % on the (i) aggregate Loan Amount for the 1st year and (ii) 2nd year onwards on the outstanding of the guaranteed amount	
y)	Other			
6. DETAILS OF PROPERTY, SECURITY AND OTHER CHARGES				
z)	Primary Security	Detailed of Hypothecated Assets		
		Detailed of Mortgaged Assets		
aa)	Collateral Security		NA	
bb)	Details of Guarantee(s)		Guarantee by the Trust amounting to ₹ __________ (Rupees____ only)	
cc)	Document Retrieval Charges			
7. UNDER GRIEVANCE REDRESSAL SYSTEM CONTACT DETAILS				
1.	Details of Relationship Manager		Name: Contact No.: Email ID: Ofice Address:	
2.	Details of Area Manager		Name: Contact No.: Email ID: Ofice Address:	
3.	Details of Cluster Head		Name: Contact No.: Email ID: Ofice Address:	
4.	Details of P.N.O.		Name: Contact No.: Email ID: Ofice Address:	

ANNEXURE - I

A. Special Mention Account (SMA) Categories/Sub-Categories:

SMA Sub-categories	Basis for classification - payment (Principal/Interest/any other amount) overdue between
SMA-0	Up to 30 days
SMA-1	More that 30 days and up to 60 days
SMA-2	More than 60 days and up to 90 days

B. Non Performing Assets (NPA):

a) Subject to exemptions from classification of assets as Non-performing granted under any regulatory and statutory guidelines issued from time to time, Non Performing Asset (NPA) is a loan or an advance where:

(i) interest and/or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan;

(ii) the amount of liquidity facility remains outstanding for more than 90 days, in respect of a securitisation transaction undertaken in terms of the Reserve Bank of India (Securitisation of Standard Assets) Directions, 2021;

(iii) in case of interest payments in respect of term loans, an account will be classified as NPA if the interest applied at specified rests remains overdue for more than 90 days;

(iv) in respect of accounts where there are potential threats for recovery on account of erosion in the value of security or non-availability of security and existence of other factors such as frauds committed by borrowers/security providers, the asset should be straightaway classified as doubtful or loss asset as appropriate:

- Erosion in the value of security can be reckoned as significant when the realisable value of the security is less than 50 per cent of the value assessed by the bank or accepted by RBI at the time of last inspection, as the case may be. Such NPAs may be straightaway classified under doubtful category;
- If the realisable value of the security, as assessed by the bank/approved valuers/RBI is less than 10 per cent of the outstanding in the borrowal accounts, the existence of security should be ignored and the asset should be straightaway classified as loss asset;

(v) accounts are restructured.

b) All the facilities granted by a bank to a borrower and investment in all the securities issued by the borrower will have to be treated as NPA/NPI and not the particular facility/investment or part thereof which has become irregular.

c) In case of borrowers having more than one credit facility from a lending institution, loan accounts shall be upgraded from NPA to standard asset category only upon repayment of entire arrears of interest and principal pertaining to all the credit facilities.

C. Example for SMA/NPA Classification Dates:

Classification of borrower accounts as SMA as well as NPA shall be done as part of day-end process for the relevant date and the SMA or NPA classification date shall be the calendar date for which the day end process is run.

For clarity over the SMA/NPA classification date and better understanding of the issue following examples are provided as per the RBI Guidelines:

Example: If due date of a loan account is March 31, 2021, and full dues are not received before the lending institution runs the day-end process for this date, the date of overdue shall be March 31, 2021 and this account shall get tagged as SMA-0 upon running day-end process on March 31, 2021. If it continues to remain overdue, 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 overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021.

Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021.

Bandhan Bank

ANNEXURE - II

(Format of Notice of Repayment Schedule)

To,

Date: D D M M Y Y Y Y

____,

____,

____

Dear Sir/Madam,

Reg: Repayment Schedule under Loan Agreement

As per the terms of the captioned Loan Agreement dated ______________________, we are hereby forwarding herewith details of the Repayment Schedule including Due Dates and Repayment Instalments as contained in Schedule-A of this letter.

Notwithstanding anything contained in the Loan Agreement dated ______________________, the Borrower(s) shall be bound to repay the Loan as per the Repayment Schedule stipulated hereunder.

Reference to repayment schedule wherever appearing in the aforementioned Loan Agreement dated ______________________, shall mean the repayment schedule confirmed under this letter.

This letter shall be treated as part and parcel of the aforementioned Loan Agreement dated ______________________, and any violation of any terms and conditions contained under this letter shall be treated as Event of Default under the said Loan Agreement dated ______________________.

Capitalised terms not defined herein shall have the meaning ascribed to them in the Loan Agreement.

Thanks and regards,

____

(_________________________________)

Authorised Official

SCHEDULE - A

Due Date	Beginning Balance	Repayment Instalment			Ending Balance
		Principal	Interest	Total Instalment	

Note: The Lender reserves the right to alter the aforesaid Repayment Schedule, as per the terms agreed between the Parties under the Loan Agreement, either in whole or in part and intimate the same to the Borrower and the Borrower waives any objections in respect thereof.

Bandhan Bank

Part 1 (Interest rate and fees/charges)

1	Loan proposal/account no.		Type of loan:	
2	Sanctioned loan amount (in ₹):			
3	Disbursal schedule: (i) Disbursement in stages or 100% upfront (ii) If it is stage wise, mention the clause of loan agreement having relevant details		(i) 100% upfront (ii) NA	
4	Loan tenor (in months):			
5	Instalment details:			

Type of instalment (frequency)	Number of EPIs	EPI* (in ₹)	Commencement of repayment, post sanction* of loan (in days)
EPI (monthly)			

6	Rate of interest (%):	Interest type: Fixed
7	Additional information in case of floating rate of interest:	NA

Reference benchmark	Benchmark rate (%) (B)	Spread (%) (S)	Final rate (%) R = (B) + (S)	Reset periodicity (months)		Impact of change in the reference benchmark (for 25 bps change in 'R', change in)	
				B	S	EPI (in ₹)	No. of EPIs
NA	NA	NA	NA	NA	NA	NA	NA

8	Fees/charges				
		Payable to Bandhan Bank (A)		Payable to third party through Bandhan Bank (B)	
		One-time/ recurring	Amount with GST (in ₹)	One-time/ recurring	Amount with GST (in ₹)
(I)	Processing fees	One-time			
(II)	Insurance charges (optional)			One-time	
(III)	Stamp duty	One-time			
(IV)	Any other (please specify)				

9	Annual percentage rate (APR) (%):	
10	Details of contingent charges (in ₹ or %, as applicable):	
(I)	Penal charges, if any, in case of delayed payment	2% per month on outstanding EMI
(II)	Other penal charges, if any	NA
(III)	Foreclosure charges, if applicable	NA
(IV)	Charges for switching of loan from floating to fixed rate and vice versa	Not applicable
(V)	Any other charges:	Not applicable
	Loan processing fee	Up to 2% of sanctioned loan amount + applicable tax
	EMI bounce	SI/ECS/NACH return (Insufficient funds) - ₹300 per instance + applicable taxes
	Penal charges	2% per month on outstanding EMI
	Stamp duty	Actual, as per state laws
	EMI repayment account swapping charges	₹500 per request + applicable taxes

This KFS shall have a validity period of 3 working days.
(*) May vary depending upon the final disbursement date.

Part 2 (Other qualitative information)

1	Clause of loan agreement relating to engagement of recovery agents	If the amount due i.e. EMI is not paid by due date, the customer shall be sent reminders for payment of any outstanding on his loan account, by post, fax, call, email, SMS messaging and/or through third parties appointed for collection purpose to remind, follow-up and collect dues. Any third party so appointed, shall adhere to the Indian Banks Association's (IBA) code of conduct on debt collection.
2	Clause of loan agreement which details grievance redressal mechanism	Customer Service: For any service related issue, borrower(s) can get in touch with the Bank by: - walking in to the nearest branch of the Bank or - calling Customer Help Line number: 1800-258-8181(toll free), - writing an e-mail to customercare@bandhanbank.com or - contacting Customer Grievance Cell at our head office (details on helpline numbers and grievance cell available on www.bandhan.bank.in) (Refer agreement point no. 2.12)
3a.	Phone number and email id of the Nodal Grievance Redressal Officer	Phone no: 033-6826 5302 (Available from 9:15 AM to 5:45 PM, excluding holidays) E-mail Id: grievanceredressalmanager@bandhanbank.com
3b.	Phone number and email id of the Principal Nodal Officer	Phone no: 033-6826 5301 (Available from 9:15 AM to 5:45 PM, excluding holidays) E-mail Id: pno@bandhanbank.com
4	Whether the loan is, or in future maybe, subject to transfer to other REs or securitisation (Yes/ No)	Yes
5	In case of lending under collaborative lending arrangements (e.g., co-lending/outsourcing), following additional details may be furnished:	

Name of the originating RE, along with its funding proportion	Name of the partner RE along with its proportion of funding	Blended rate of interest
NA	NA	NA

6	In case of digital loans, following specific disclosures may be furnished:
(i) Cooling off/look-up period, in terms of RE's board approved policy, during which borrower shall not be charged any penalty on prepayment of loan	NA
(ii) Details of LSP acting as recovery agent and authorised to approach the borrower	NA

Date of KFS generation-

Purpose for which ABG can be availed: The loan will be sanctioned for the purchase of raw materials, purchase of finished goods, trading enhancement, purchase of machinery, tools and equipments, assets creation for subsequent income generation and overall business growth of the enterprise.

Processing fee: The Bank shall charge a non-refundable processing fee up to 2% of the loan amount plus taxes as applicable.

Rate of interest: Interest on the loan will be charged at the fixed rate of interest (detailed ROI for specific case as mentioned in the sanction letter). Conversion of fixed rate to floating rate of interest will not be permissible at any time during the loan tenor.

Penal charges: In the event of a default or delay in monthly payment of EMI or any irregularity in the account, the Bank reserves the right to levy a penal charge of 2% per month on outstanding EMI.

Foreclosure charges: Nil

Schedule of other charges-

Loan processing fee	Up to 2% of sanctioned loan amount + applicable taxes
Rate of interest	As decided by the Bank from time to time
EMI bounce charges	SI/ECS/NACH return (Insufficient funds) - ₹300 per instance + applicable taxes
Penal charges	2% per month on outstanding EMI
Stamp duty	Actual, as per state laws
EMI repayment account swapping charges	₹500 per request + applicable taxes

Bandhan Bank retains the rights to alter any charges or fees from time to time or introduce any new charge or fee, as it may deem appropriate, with due intimation to the customer.

Repayment: The loan is to be repaid in Equated Monthly Instalments (EMI) over the tenor of the loan. The repayment instalment commences from a date specified in the sanction letter. The liability to the bank will be extinguished only when the outstanding in the loan account becomes nil, on payment of residual amount, if any.

Insurance: Availing life insurance policy is not mandatory. The insurance charges mentioned in the clause 8(iv) is the suggestive one time premium from the insurance company having tie-up with Bandhan Bank.

Utilisation or end use of the loan: The amount of the loan shall be utilised strictly for the purpose detailed in the sanction letter and in the manner prescribed. The borrower shall not divert any part of the loan amount towards wrongful activities or speculative purposes.

Disbursement of the loan: Disbursement amount will be credited directly into the borrower's current account with Bandhan Bank or in any other bank account furnished by the customer as prescribed in the Bank policy.

In the event of default: If the amount due i.e., EMI is not paid by due date, the borrower shall be sent reminders for payment of any outstanding on his/her loan account, by post, fax, call, email, SMS and/or through third parties appointed for collection purpose to remind, follow-up and collect dues. Any third party so appointed shall adhere to the Indian Banks Association’s (IBA) code of conduct on debt collection. Notwithstanding what is stated herein, it shall be the liability of the customer to ensure that the EMIs are regularly paid on the due dates.

Bandhan Bank: Is authorised to disclose any information relating to the loan to any existing/future Credit Bureau approved by Government of India and RBI or any such government agencies without any notice to the borrower. Bandhan Bank is also authorised to make inquiries with any credit bureau or any other bank if required. To avoid adverse impact on the credit history, it is advised that the customer should ensure timely payment of the amount due on the loan amount.

Customer Service: For any service related issue, customer can get in touch with Bandhan Bank by:

- walking in to our nearest Bandhan Bank Branch.
- calling Customer Help Line Number: 1800-258-8181 (Toll Free),
- writing an E-mail to customercare@bandhanbank.com,
- contacting Customer Grievance Cell at our head office (details on helpline numbers and grievance cell available on www.bandhan.bank.in)

Sr. No.	Parameter	Details
1	Sanctioned loan amount (in ₹) (Sl no. 2 of the KFS template – Part 1):	
2	Loan tenor (in years/months/days) (Sl no. 4 of the KFS template – Part 1):	
a)	No. of instalments for payment of principal, in case of non-equated periodic loans:	NA
b.i)	Type of EPI:	Monthly
b.ii)	Amount of each EPI* (in ₹):	
b.iii)	No. of EPIs (e.g., no. of EMIs in case of monthly instalments): (Sl no. 5 of the KFS template – Part 1)	
c)	No. of instalments for payment of capitalised interest, if any	NA
d)	Commencement of repayments, post sanction* (in days) (Sl no. 5 of the KFS template – Part 1):	
3	Interest rate type (fixed or floating or hybrid) (Sl no. 6 of the KFS template – Part 1)	Fixed
4	Rate of interest (Sl no. 6 of the KFS template – Part 1)	
5	Total interest amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date* (in ₹):	
6	Fee/charges payable (in ₹): Note: Where such charges cannot be determined prior to sanction, the Bank may indicate an upper ceiling	
a)	Payable to the Bank (Sl no. 8A of the KFS template-Part 1):	
b)	Payable to third-party routed through the Bank (Sl no. 8B of the KFS template – Part 1):	
7	Net disbursed amount (1-6) (in ₹):	
8	Total amount to be paid by the borrower (sum of 1 and 5) (in ₹):	
9	Annual percentage rate (APR)- Effective annualised interest rate (in percentage) (Sl no. 9 of the KFS template-Part 1): Note: Computed on net disbursed amount using IRR approach and reducing balance method	
10	Schedule of disbursement as per terms and conditions:	Given below
11	Due date of payment of instalment and interest*	

*In case there is a difference in repayment amount calculated from the total of instalments given under the detailed repayment schedule mentioned under 2b) vis-à-vis the amount of (Interest charges) mentioned under (8) is due to rounding off the instalment amount of under the detailed repayment schedule.

Instalment no.	Due date	Opening principal (in ₹)	Instalment amount (in ₹)	Principal (in ₹)	Interest (in ₹)	Outstanding principal (in ₹)
1						

VERNACULAR DECLARATION

Language	Declaration of Borrower and/or Co-Borrower	Signature of Borrower	Signature of Co-Borrower
English	I/We have been read out and explained all the terms, conditions and clauses mentioned in the KFS in a language I/we understand. I/We have signed and acknowledged the KFS after fully understanding all the terms, conditions and clauses.		
Hindi	मुझे/हमें केएफएस में उल्लिखित सभी नियमों और शर्तों, खंडों को मुझे/हमें ज्ञात भाषा में पढ़ा और समझाया गया है और मैंने/हमने उन सभी नियमों और शर्तों, खंडों को समझने के बाद केएफएस पर हस्ताक्षर किए हैं और उन्हें स्वीकार किया है।		
Marathi	मला/आम्हाला समजणाऱ्या भाषेत KFS मध्ये नमूद केलेल्या सर्व अटी, शर्ती व कलमे मला/आम्हाला वाचून दाखवण्यात आलेली आहेत आणि समजावून सांगण्यात आलेली आहेत. मी/आम्ही सर्व अटी, शर्ती व कलमे पूर्णतः समजल्यानंतर KFS वर स्वाक्षरी केलेली आहे व ते अभिस्वीकृत केलेले आहे.		
Gujarati	હું/અમે જે ભાષા જાણું છું જાણીએ છીએ તે ભાષામાં, મને/અમને, કેએફએસમાં જણાવાયેલા નિયમો, શરતો અને કલમો વાંચી સંભળાવવામાં આવ્યાં છે. મેં/અમે તે તમામ નિયમો, શરતો અને કલમો પૂરેપૂરાં સમજ્યાં છે અને તે પછી કેએફએસ પર હસ્તાક્ષર કર્યા છે, સ્વીકાર કર્યો છે.		
Bengali	আমার / আমাদের পরিচিত ভাষায় KFS–এ উল্লিখিত সমস্ত নিয়ম ও শর্তাবলী, ধারাগুলি আমাকে / আমাদের পড়ে শোনানো হয়েছে এবং ব্যাখা করা হয়েছে এবং আমি / আমরা সমস্ত শর্তাবলী, ধারাগুলি বোঝার পরে KFS–এ স্বাক্ষর করেছি এবং স্বীকার করেছি।		
Kannada	ನನಗೆ / ನಮಗೆ KFS ನಲ್ಲಿ ಉಲ್ಲೇಖಿಸಲಾದ ಎಲ್ಲಾ ನಿಯಮಗಳು, ಷರತ್ತುಗಳು ಮತ್ತು ಕಲಂಗಳನ್ನು ನನಗೆ/ನಮಗೆ ತಿಳಿದಿರುವ ಭಾಷೆಯಲ್ಲಿ ಓದಿ ಮತ್ತು ವಿವರಿಸಲಾಗಿದೆ. ನಾನು / ನಾವು ಎಲ್ಲಾ ನಿಯಮಗಳು ಮತ್ತು ಷರತ್ತುಗಳು, ಕಲಂಗಳನ್ನು ಅರ್ಥಮಾಡಿಕೊಂಡ ನಂತರ KFS ಗೆ ಸಹಿ ಮಾಡಿದ್ದೇವೆ ಮತ್ತು ಅಂಗೀಕರಿಸಿದ್ದೇವೆ.		
Punjabi	ਮੈਨੂੰ/ਸਾਨੂੰ ਮੈਨੂੰ/ਸਾਨੂੰ ਸਮਝ ਆਉਣ ਵਾਲੀ ਭਾਸਾ ਵਿੱਚ KFS ਵਿੱਚ ਦੱਸੇ ਗਏ ਸਾਰੇ ਨਿਯਮਾਂ, ਸਰਤਾਂ ਅਤੇ, ਧਾਰਾਵਾਂ ਨੂੰ ਪੜ੍ਹ ਕੇ ਦੱਸਿਆ ਅਤੇ ਸਮਝਾਇਆ ਗਿਆ ਹੈ। ਮੈਂ/ਅਸੀਂ ਸਾਰੇ ਨਿਯਮਾਂ, ਸਰਤਾਂ ਅਤੇ, ਧਾਰਾਵਾਂ ਨੂੰ ਪੂਰੀ ਤਰ੍ਹਾਂ ਸਮਝਣ ਤੋਂ ਬਾਅਦ KFS 'ਤੇ ਹਸਤਾਖਰ ਕੀਤੇ ਹਨ ਅਤੇ ਇਨ੍ਹਾਂ ਨੂੰ ਸਵੀਕਾਰ ਕੀਤਾ ਹੈ।		
Odia	ମୁଁ/ଆମେ ବୁଝିପାରୁଥିବା ଭାଷାରେ କେଏଫ୍ଏସ୍ ରେ ଉଲ୍ଲେଖିତ ସମସ୍ତ ସର୍ତ୍ତାବଳୀ, ନିୟମାବଳୀ ଏବଂ ଧାରାକୁ ମୋତେ/ଆମକୁ ବ୍ୟାଖ୍ୟା କରାଯାଇଛି ଏବଂ ବୁଝାଯାଇଛି । ମୁଁ/ଆମେ ସମସ୍ତ ସର୍ତ୍ତାବଳୀ, ନିୟମାବଳୀ ଏବଂ ଧାରାକୁ ସମ୍ପୂର୍ଣ୍ଣ ଭାବେ ବୁଝିସାରିବା ପରେ କେଏଫ୍ଏସ୍ ରେ ସ୍ୱାକ୍ଷର କରିବା ସହିତ ଏହାକୁ ସ୍ୱୀକାର ମଧ୍ୟ କରିଛି/ଛୁ ।		
Telugu	నేను/మేము KFSలో పేర్కొన్న అన్ని నిబంధనలు మరియు షరతులు, నిబంధనలను నాకు/మాకు తెలిసిన భాషలో చదివి వివరించాము మరియు నేను/మేము అన్ని నిబంధనలు మరియు షరతులు, క్లాజులను అర్థం చేసుకున్న తర్వాత KFSపై సంతకం చేసి, అంగీకరించాము.		
Malayalam	എനിക്ക് / ഞങ്ങൾക്ക് അറിയാവുന്ന ഭാഷയിൽ KFS -ൽ പരാമർശിച്ചിരിക്കുന്ന എല്ലാ നിബന്ധനകളും വ്യവസ്ഥകളും ക്ലോസുകളും ഞാൻ / ഞങ്ങൾ വായിക്കുകയും വിശദീകരിക്കുകയും ചെയ്തിട്ടുണ്ട്,		
Tamil	எனக்கு/எங்களுக்குத் தெரிந்த மொழியில் KFS-ல் குறிப்பிடப்பட்டுள்ள அனைத்து விதிமுறைகள்-நிபந்தனைகள், உட்பிரிவுகள் ஆகியவை எனக்கு/எங்களுக்கு படித்து விளக்கப்பட்டுள்ளது. அனைத்து விதிமுறைகள் & நிபந்தனைகள், உட்பிரிவுகள் ஆகியவற்றை முழுமையாகப் புரிந்து கொண்ட பின்பு, நான்/நாங்கள் KFS-ல் கையெழுத்திட்டு ஏற்றுக் கொண்டுள்ளேன் / கொண்டுள்ளோம்.		
Assamese	মই / আমি বুজি পোৱা ভাষা এটাত কে.এফ.এছ.–ত উল্লেখ কৰা সকলো চৰ্তাৱলী, নিয়মাৱলী আৰু ধাৰাবোৰ মোক / আমাক পঢ়ি শুনোৱা আৰু বুজাই দিয়া হৈছে। মই / আমি সকলো চৰ্তাৱলী, নিয়মাৱলী আৰু ধাৰা সম্পূৰ্ণভাৱে বুজি পোৱাৰ পিছত কে.এফ.এছ.–ত স্বাক্ষৰ কৰিছোঁ আৰু স্বীকাৰ কৰিছো।		
Konkani	KFS मदले सगले नेम, अटी आनी कलमां म्हाका/आमकां समजता अशा भाशेंत म्हाका/आमकां वाचून दाखयला आनी समजायला. सगले नेम, अटी आनी कलमां पुराय तरेन समजल्या उपरांत हांवें/आमी KFS चेर हस्ताक्षर केला आनी स्विकारला.		
Urdu	مجھے/ہمیں KFS میں مذکور تمام شرائط وضوابط اور شقوں کو اس زبان میں پڑھ کر بتا دیا گیا اور سمجھا دیا گیا ہے جسے میں/ہم سمجھتے ہیں۔ میں/ہم نے تمام شرائط وضوابط اور شقوں کو مکمل طور پر سمجھنے کے بعد KFS پر دستخط کیے ہیں اور اسے تسلیم کیا ہے۔		

KFS ACKNOWLEDGEMENT

Bandhan Bank

Loan proposal/account no.:___________________________________ **Bank copy**

I/We hereby confirm that the contents including all the terms, conditions and clauses mentioned in the Key Fact Statement (KFS) have been read out and explained to me/us, in a language known to me/us. I/We voluntarily accept, sign and acknowledge the KFS after having understood all the terms, conditions and clauses mentioned therein.

I/We hereby accept and agree to abide by all the terms, conditions and clauses contained in the KFS.

I/We further declare and confirm that a duly filled copy of the KFS, along with all other loan documents and appendices, has been handed over to me/us.

_______________________________________ _______________________________________

Signature of the Borrower: Signature of Co-borrower:

Date:

Place: ______________________

(Tear along the line) ....

KFS Acknowledgement

Loan proposal/account no.:___________________________________ **Customer copy**

I/We hereby confirm that the contents including all the terms, conditions and clauses mentioned in the Key Fact Statement (KFS) have been read out and explained to me/us, in a language known to me/us. I/We voluntarily accept, sign and acknowledge the KFS after having understood all the terms, conditions and clauses mentioned therein.

I/We hereby accept and agree to abide by all the terms, conditions and clauses contained in the KFS.

I/We further declare and confirm that a duly filled copy of the KFS, along with all other loan documents and appendices, has been handed over to me/us.

_______________________________________ _______________________________________

Signature of the borrower: Signature of co-borrower(s):

Date:

Place: ______________________

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and the year first hereinabove written.

Borrower:

(a) Company

The common seal of)
____)
has been affixed hereunto pursuant to)
a resolution passed by the)
board of directors at their meeting)
held on _________________ in the presence of)
Mr. ________________________________ and Mr. ________________________________)
Director/s of the company)
who has/have signed these presents)
in token thereof and)
Mr.________________________________ Secretary/authorised person)
who has signed/countersigned these)
presents in token thereof.)

or

(b) Partnership

SIGNED AND DELIVERED)
by the partners of the withinnamed Borrower)
1. ____)
2. ____)
3. ____)

or

(c) Limited Liability Partnership

SIGNED AND DELIVERED)
by the designated partner of the withinnamed)
Borrower)
____)

or

(d) Trust

SIGNED AND DELIVERED)
by the authorised signatory of the)
withinnamed Borrower)
____)

or

(e) Proprietorship

SIGNED AND DELIVERED)
by the proprietor of the)
withinnamed Borrower)
____)

or

(f) Society

SIGNED AND DELIVERED)
by the authorised signatory of the)
withinnamed Borrower)
____)

or

(g) Club

SIGNED AND DELIVERED)
by the authorsied signatory of the)
withinnamed Borrower)
____)

Bandhan Bank Limited

SIGNED AND DELIVERED)
by the authorised signatory of the)
withinnamed Lender)
____)

Bandhan Bank

Bandhan Bank

Registered Office
DN 32, Sector V, Salt Lake City, Kolkata – 700 091, West Bengal, India
T: +91-33-6609 0909 | F: +91-33-6609 0502
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