

## FACILITY AGREEMENT

### (TERM LOAN)

This **FACILITY AGREEMENT ("Agreement")** is made at the place and on the date specified in **Schedule** between the **Person(s)** named in **Schedule ("Borrower")** of the **ONE PART AND RBL BANK LTD**, a company incorporated under the Indian Companies Act, 1913 and having its registered office at Shahupuri, Kolhapur – 416 001 and operating in these presents through its Office/Branch located at address mentioned in Schedule (the **"Bank"**) of the **OTHER PART**.

**WHEREAS** the Borrower(s) has requested the Bank to advance/provide the facility of a Term Loan of up to the maximum amount(s) (hereinafter referred to as **"Facility"**) as specified in item the **Schedule** hereto which the Bank has agreed to grant.

(The Borrower and the Bank shall be hereinafter individually referred to as the **"Party"** and collectively as the **"Parties"**)

**NOW THIS AGREEMENT WITNESSES AND THE PARTIES HERETO AGREE AS FOLLOWS:**

#### 1. DEFINITIONS

**"Affiliate"** of any specified person shall mean any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person and, in relation to a natural person, includes any "Relative" (as such expression is defined in the Companies Act, 2013) of such natural person.

**"Applicable Law"** means any statute, national, state, provincial, local, municipal, foreign, international, multinational or other law, treaty, code, regulation, ordinance, rule, judgment, order, decree, bye-law, approval of any governmental authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any governmental authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or at any time thereafter.

**"EMI/Installment Overdue Charges"** shall have the same meaning as ascribed to the term in clause 2.4 of this Agreement.

**"Assets"** means and includes all such moveable and immoveable property(ies) as are more specifically described in Schedule attached to this Agreement.

**"Business Day"** means a day on which the branch in respect of the Facility or through which the Borrower has to make payment or repayment in respect of the Facility, is open for normal business transactions.

**"Borrower"** means a person as described in the Schedule and, wherever the context so requires, includes a Co-Borrower named as specified in the Schedule and hereinafter collectively referred to as the **"Borrower"**.

**"CIC"** shall mean and refer to Credit Information Companies as defined under the Credit Information Companies (Regulation) Act, 2005, as amended from time to time.

**"Credit Rating Agency"** shall mean and refer to the domestic credit rating agencies such as Credit Analysis and Research Limited [CARE], CRISIL Limited, FITCH India and ICRA Limited and international credit rating agencies such as Fitch, Moodys and Standard & Poor's and such other credit rating agencies identified and/or recognized by the Reserve Bank of India from time to time.

**"Due Date"** means the date(s) on which any amounts in respect of the Borrower's Dues including the principal amounts of the Facility, Interest and/or any other monies, fall due as specified in the application form, Sanction Letter and/or the terms of the Facility and the other Transaction Documents.

**"External Benchmark Rate"** means the percentage rate per annum decided by the Bank and announced/notified by the Bank from time to time as its External Benchmark Based Lending Rate in accordance with the guidelines of RBI.

**"Facility"** means the financial assistance of the amount specified in the Schedule, granted by the Bank to the Borrower in accordance with the terms of this Agreement.

**"Guarantor(s)"** shall mean all persons who have provided/shall provide a guarantee in favour of the Bank in connection with the Facility in terms of the Transaction Documents.

**"Interest"** means shall mean the amounts chargeable on the Facility at the rate agreed between the Parties and specifically mentioned in the Schedule hereunder written being such amount(s) payable by the Borrower against the use of the principal amount of the Facility disbursed;

**"Borrower's Dues"** means and includes the outstanding principal amount of the Facility, Interest on the Facility, EMI/Installment Overdue Charges, all fees, costs, charges, expenses, stamp duty (including registration and filing charges, if any and taxes of any description whatsoever as may be levied from time to time by the Government or other authority and all other sums whatsoever payable by the Borrower to the Bank in accordance with the terms of this Facility and Transaction Documents, as well as all other monies whatsoever stipulated in or payable by the Borrower in respect of the Facility;

**"Material Adverse Effect"** shall mean a material adverse effect on or a material adverse change, in the judgement of the Bank in (a) the business, operations, property, assets, condition (financial or otherwise) or prospects of the Obligors; (b) the ability of the Obligors to enter into and to perform its obligations under this Agreement or any other related document to which the Borrower and/or the Obligors is or will be a party; or (c) the validity or enforceability of the Agreement or any other related document or the rights or remedies of the Bank thereunder; and shall also mean and include any event whether domestic or international, which in the sole opinion of the Bank could adversely affect the capacity of the Borrower to repay the Facility;

**"Obligors"** shall mean collectively the Borrower, the Guarantor(s) and the Security Providers.

**"Person"** means and includes any individual, firm, company, corporation, governmental authority or political subdivision thereof, international organisation, agency or authority (in each case, whether or not having separate legal personality), any association, trust, joint venture, consortium, partnership (whether or not having separate legal personality), joint stock company, trust or unincorporated organisation and shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being;

**"RBI"** means Reserve Bank of India.

**"Purpose"** means the purpose for which the Loan shall be utilized by the Borrowers as more particularly specified in Schedule.

**"Security"** shall mean any Security Interest as may be created or agreed to be created by the Obligors in favour of the Bank, with the intention to secure the repayment of the Borrower's Dues and all the obligations of the Borrower under this Agreement.

**“Security Documents”** shall mean each of the documents and agreements entered into /to be entered into by the Obligors for creating, maintaining and perfecting the Security as contemplated under this Agreement and includes any other instrument, document or deed executed and /or to be executed in connection with or pursuant to any of the foregoing and any other document designated as such by the Bank.

**“Security Interest”** means a mortgage, charge, hypothecation, assignment, pledge, guarantee, encumbrance, of any kind or nature whatsoever or other security interest or any other security agreement or any other form of security of any kind or nature or any other similar arrangement whatsoever securing any obligation of any person or any other agreement or arrangement having a similar effect including, without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance contract.

**“Security Providers”** means all persons who have created/shall create any Security Interest in favour of the Bank in connection with the Facility in terms of this Agreement or the Security Documents.

**“Transaction Documents”** includes all writings and other documents executed or entered into or to be executed or entered into, by the Borrower or, as the case may be, any other person, in relation to, or pertaining to the Facility and each such transaction document as amended from time to time, including but not limited to the application form, Sanction Letter, this Agreement and the Security documents.

## 2. TERMS OF THE TERM LOAN

2.1 **Facility:** Based upon the Borrower’s request, representations, warranties, covenants and undertakings as contained herein and in the application form as well as Sanction Letter and other Transaction Documents, by the Borrower in relation to the Facility the Bank has agreed to make available to the Borrower and the Borrower has agreed to avail from the Bank, the Facility exclusively for the Purpose as more particularly provided in the Schedule I hereunder written. Any deviation from the Purpose, shall entitle the Bank to withhold any subsequent disbursements and/or recall any amount(s) that may have been disbursed by the Bank to the Borrower. The Facility shall be granted for the tenure as provided in the Schedule hereunder written.

2.2 **Purpose of Facility.** The Borrower agrees and acknowledges that the Facility shall be utilised for the Purpose and shall not be utilized by the Borrower for, directly or indirectly

- a) subscribing to or purchasing any shares/debentures;
- b) entering into any speculative transactions or activities; and
- c) carrying out any activities not eligible for bank credit as per RBI guidelines.

Any deviation from such Purpose, shall entitle the Bank to withhold any subsequent disbursements and /or recall any amount(s) that may have been disbursed by the Bank to the Borrower.

2.3 **Interest and other charges:** The Borrower covenants with the Bank to pay Interest on the Facility and amounts drawn there under and all outstanding amount on such dates as mentioned in the Schedule or as may be communicated by the Bank separately, at the rate of Interest applicable from time to time on such Facility. Interest shall begin to accrue from the date of first disbursal. For loans disbursed by cheque, or demand draft, interest shall begin to accrue from the date of delivery of cheque, or demand draft to the Borrower and for Facility disbursed vide account transfer, interest shall begin to accrue from the date of issue of transfer instruction irrespective of the time taken for the transit/collection/transfer realisation of the cheque/payment by the Borrower or the Borrower’s Bank.

2.4 The Borrower further agrees that the Bank shall at any time be entitled to change the rate of Interest, EMI/Installment Overdue Charges and /or periodicity of charging interest etc. as mentioned herein at any time by displaying the same on the website of the Bank ([www.rblbank.com](http://www.rblbank.com)) or in the local newspapers or notify such changes to the Borrower, in the mode and manner specified in the Schedule hereunder written and shall thereafter be entitled to charge interest at the changed rate / rests as if the same was provided for in this Agreement. Such display or publication by the Bank of change in rate of Interest to the Borrower constitute sufficient notice and shall be binding on the Borrower and the Obligors.

In case there is any change in the regulatory requirements including but not limited to provisioning norms and/or risk weightage applicable to the Facility, then the Bank may revise the ‘Spread’ to reflect the regulatory change, subject to extant RBI guidelines.

2.5 Without prejudice to the Bank’s rights, Interest as aforesaid and the other amounts payable by the Borrower shall be charged /debited to the Borrower’s Facility account on the respective Due Date thereof and shall be deemed to form part of the Borrower’s Dues. Such Interest and other amounts shall, accordingly attract Interest at the same rate as applicable to the Facility in terms of this Agreement until payment thereof. Notwithstanding anything to the contrary, if the Borrower makes any excess payment in a particular month, the same will not be reduced from the total Interest committed/payable by the Borrower. Excess payments will be adjusted in the principal amount due as per the Bank’s discretion.

2.6 The Interest shall accrue from day to day and shall be computed on the basis of a year of 365 (three hundred and sixty five) days and actual number of days elapsed. However, in the event the Borrower intends to prepay the Facility, the Interest would be calculated upto the date of actual prepayment.

2.7 **EMI/Installment Overdue Charges:** On occurrence of any Event of Default as specified hereunder including but not limited to delay or failure of the Borrower to pay any amount on the Due Date as provided in the Schedule hereunder written, the Bank reserves the right to impose EMI/Installment Overdue Charges at such rate as provided in the Schedule hereunder written. Such obligation to pay the EMI/Installment Overdue Charges shall arise without the need for any demand, therefore. It is hereby clarified that payment of any EMI/Installment Overdue Charges shall not entitle the Borrower to delay the payments towards the amounts due in respect of the Facility. The Bank’s right to charge EMI/ Installment Overdue Charges shall not, in any manner whatsoever, impair or hinder the Lender’s rights to seek recourse to any other remedies available with the Lender on occurrence of an Event of Default. Such EMI/Installment Overdue Charges shall be charged /debited to the Borrower’s Facility account on the respective Due Date and shall be deemed to form part of the Borrower’s Dues.

2.8 **Increased Cost:** The Borrower agrees to pay to the Lender, the amount of any cost incurred by the Bank or any of its Affiliates as a result of:

- a) the introduction of, or any change in, or any change in the interpretation, administration or application of, any Applicable Law or regulation; and/or
- b) compliance with any law or regulation made effective after the date of Sanction Letter; and/or
- c) additional solicitor’s and lawyer’s fees or introduction of new or additional stamp duty, registration charges and other incidental expenses incurred or levied in connection with the Facility.

## 2.9 Fees, Charges, Duties and Taxes

- 2.9.1 The Borrower agrees that processing fees, administrative fees, commitment charges, charges towards issuance of duplicate statements, cheque bouncing charges, late payment charges and such other charges as are specified in the Schedule hereunder written shall be payable on the sanctioned Facility amount by the Borrower. Further, all taxes and duties including service tax are to be borne by the Borrower. The Borrower shall bear and pay all cost and expenses (including legal cost between legal counsel and the Bank) on a full indemnity basis incurred and or to be incurred by the Bank for investigation of title to any property offered as security and for the preparation, execution, preservation, performance, enforcement and realization of the Borrower's Dues, Transaction Documents and other instruments creating and /or evidencing the creation of any Security for the Facility as also any other instruments required in connection with the Facility.
- 2.9.2 The Borrower shall reimburse or pay to the Bank such amount as may have been paid or payable by the Bank to the Central or State Government on account of any tax levied on interest (and /or other charges) on the Facility by the Central or State Government. The Borrower shall make the reimbursement or payment as and when called upon to do so by the Bank.

## 2.10 Drawdown / Disbursement

- 2.10.1 The Bank shall disburse the Facility as per in the mode and manner specified in the Schedule hereunder written, either in one lump sum or in suitable installments/tranches after a disbursal request form is sent by the Borrower to the Bank. Decision of the Bank to make disbursement shall be final, conclusive and binding upon the Borrower. The Borrower shall acknowledge the receipt in the form required by the Bank, of each amount disbursed. However, the disbursement in any event shall be deemed to have been made on the date of disbursement by way of cheque, pay order or transfer to his operating account as the case may be. Interest on the Facility will begin to accrue in favour of the Bank as and from the date of each disbursement of the Facility.
- 2.10.2 In case the Borrower delays or does not drawdown the entire Facility within such period as may be notified by the Bank to the Borrower at the sole discretion of the Bank, then the Bank, shall nonetheless be entitled to (i) reduce the availability of the amounts of the Facility and /or (ii) encash the PDC's on the respective dates and /or (iii) act upon the standing instructions ("SI"), deduct the account of the Borrower through ECS or NACH or otherwise as the case may be and /or (iv) suspend or cancel further disbursements of the Facility.

## 3. REPAYMENT

- 3.1 The Borrower/s shall repay /pay the Facility and all interest and other charges thereon to the Bank in the manner and on the Due Date(s), as specified in the Schedule. RBL Bank shall be entitled to vary/modify the terms of repayment of each tranche / instalment/s (including increases in the amount of one or more tranches / instalment/s / period of repayment) in the event of changes / variations to the interest rate on the Facility. Where the repayment of the Facility and interest thereon is being made in equated monthly installment (EMI), then the expression "instalments" shall comprise of both the principal amount of the Facility and interest thereon. In the event of any such modifications, the Borrower(s) agrees and undertakes to issue fresh post - dated cheques to the Bank as may be required by the Bank.
- 3.2 The Borrower shall at all times maintain sufficient funds in his/her/their bank account(s) to ensure that the SI/ECS/ NACH/PDCs, if any, issued by the Borrower are not dishonored and the installments /EMI are received/realized by the Bank before the applicable Due Date.
- 3.3 No notice, reminder or intimation shall be given to the Borrower regarding its obligation to pay the amount payable hereunder on the Due Date and it shall be entirely the Borrower's responsibility to ensure prompt and regular payment of the amount payable by the Borrower to the Bank on the Due Date and in the manner provided in the Schedule hereunder written.
- 3.4 All sums payable by the Borrower under this Agreement shall be paid in full promptly and in a timely manner, free of any restriction or condition and free and clear of and without any counter claim, set off, deduction or withholding, whether on account of tax or otherwise, without any demur, protest or default.
- 3.5 Prepayment: The Bank may, in its sole discretion and on such terms as to pre-payment fees, as provided in the Schedule hereunder written, permit prepayment/acceleration of EMIs or prepayment at the request of the Borrower, subject to the fact that the Bank may specify, from time to time, the minimum amount of prepayment/amounts payable on account of acceleration of EMI. If permitted by the Bank, the Borrower shall give prior written notice of at least 15 (fifteen) days of its intention to prepay the full amount of the Facility and pay to the Bank such prepayment charges as provided in the Schedule hereunder written or as may be prescribed by the Bank from time to time. The Borrower agrees that no prepayment shall be made during the first 6 (six) months from the date of first disbursement or till the Facility is fully disbursed, whichever is later. Any prepayment of any part of the Facility has to be made in accordance with the conditions specified by the Bank and subject to applicable prepayment charges which shall be levied on the Borrower by the Bank. Save and except as mentioned above, the Borrower shall not be entitled to make any prepayment. Notwithstanding the above, if the Borrower pays any amount to the Bank before the Due Date, the Bank shall be entitled to appropriate the same in such manner as it deems fit. The Bank will give the Borrower credit for the same only on the Due Date and not before. In the event the Bank permits any prepayment, the repayment schedule may be altered by the Bank at the request of the Borrower and the Borrower agrees to adhere to the altered repayment schedule.
- 3.6 Borrower's Liability: The Borrower's liability hereunder shall not be affected, terminated or prejudiced by any amendments to or changes in the Borrower's / any of the Borrower group's ownership or management or amendment in any constituent documents by any winding-up, liquidation, bankruptcy/insolvency, dissolution of firm, retirement or death of any of the partners of the firm, reorganization or any similar process or upon the Borrower becoming bankrupt or insolvent or any proceeding in respect thereof or any analogous step, but such liability shall continue in full force and effect and shall be binding on the Borrower's respective successors. In case the Borrower is an individual, after the death/insanity/ insolvency of the Borrower, the Borrower's Dues shall be the liability of the Borrower's heirs, executors, administrators and liquidators.
- 3.7 The Borrower/s shall promptly replace the post-dated cheques and/or the mandates, agreements and/or other documents executed for payment of any amounts in respect of the Facility and issue fresh post-dated cheques, mandates, agreements and /or other documents in lieu thereof to the satisfaction of the Bank, if the Bank is facing any difficulty/inconvenience/impediment for any reason whatsoever in presenting such cheques /issuing debit instructions or if required at any time by the Bank at its sole discretion.
- 3.8 The payment of the instalments /repayment of the tranches shall commence and continue as specified in the Schedule irrespective of any non-delivery/delayed-delivery of the Asset(s), and whether or not the Asset(s) are defective or not

working or under repair, and any dispute/difference whatsoever between any parties in relation to the Asset(s) shall not entitle the Borrower/s to withhold or delay payment/repayment of any instalment/tranche or other sum.

#### **4. REPRESENTATIONS AND WARRANTIES**

The Borrower(s) hereby declares that:

- a) all the information provided to the Bank for the purpose of obtaining this Facility are true and correct;
- b) the Borrower or any of its authorized signatories are duly authorized to execute this Agreement and other documents required for the Facility with the Bank;
- c) any communication from the Representatives shall be deemed as communication from the Borrower;
- d) there are no restrictions for obtaining the Facility;
- e) utilization of Facility amount will be as per Applicable Law;
- f) records maintained by the Bank shall be conclusive proof of the amounts outstanding from and due by the Borrower;
- g) the Borrower or any of its Director or authorized signatory (as may be applicable) are not named in any list of defaulters (willful or otherwise) or caution list circulated by the RBI, Credit Information Companies, Export Credit Guarantee Corporation or any financial institution or regulatory body;
- h) the Borrower shall not without prior written consent of the Bank, pay commission to any Person furnishing any guarantee, counter-guarantee or indemnity (other than the cost, expense, fees or other charges incurred by such Person furnishing any guarantee, counter-guarantee or indemnity) on behalf of the Borrower;
- i) each of the representation and warranties given above by the Borrower shall be deemed to be represented and warranted by each of the Obligors and each covenants agreed by the Borrower through this Credit Facility Agreement shall be deemed to be accepted by each of the Obligors and each covenants;
- j) The Security shall be maintained in good order and condition and all necessary repairs, additions and improvements thereto will be made during the currency of the Facility and the Borrower(s) shall ensure that the value of the Security will not diminish and
- k) the Borrower(s) has paid and shall continue to pay, when due, all public demand such as income tax, property taxes and all other taxes and revenues payable to the Government or any local body/authority. There are no proceedings pending against the Borrower(s) or any of the Borrower(s) properties under the provision of the Income Tax Act, 1961.
- l) The Security shall be maintained in good order and condition and all necessary repairs, additions and improvements thereto will be made during the currency of the Facility/ies and the Borrower(s) shall ensure that the value of the Security will not diminish.
- m) Neither the Borrower nor any of the its partners/directors/promoters (as applicable) have been included in any list of defaulters (willful or otherwise) published by any regulatory/statutory authority and/or banks and/or financial institutions and/or non-banking financial companies etc. from time to time or such directors/partner/promoters have been removed from its board of directors and it shall ensure that no such director partners/directors/promoters shall be inducted or shall continue on its board of directors at any time until the Facility is repaid in full to the satisfaction of the Bank.

#### **5. CONDITIONS PRECEDENT**

5.1 The Bank shall have the discretion to not disburse at any time, any amount under the Facility unless the following conditions are complied with to the satisfaction of the Bank, in the sole discretion of the Bank:

- a) The Facility Agreement and such other Transaction Documents are duly executed, and delivered to the Bank by the Borrower;
- b) The Security shall have been duly created in favour of the Bank and the charge created in favour of the Bank shall be notified and registered with the concerned authority;
- c) The Borrower procures in favour of the Bank, a Guarantee from the Guarantor/s as provided in the Schedule hereunder written, for guaranteeing repayment of the outstanding Borrower's Dues in full;
- d) The Borrower submits to the Bank, post dated cheques/ECS/NACH/SI towards repayment of all the instalments;
- e) The Borrower submits to the Bank, any other documents or writing including declarations, affidavit cum undertakings and power of attorney in favour of the Bank, as the Bank may require in its sole discretion;
- f) No Event of Default as specified in clause 8 hereinafter shall have occurred or be reasonably expected to occur;
- g) No extraordinary circumstances shall have occurred, which in the sole opinion of the Bank may make it improbable for the Borrower or otherwise adversely affect his/their capability of fulfilling any of the terms and conditions contained in this Agreement;
- h) The Borrower shall have demonstrated to the complete satisfaction of the Bank and /lawyers of the Bank that the Borrower has an absolute, clear and marketable title to the Property and that the Property is absolutely unencumbered and free from any liability and prior charges whatsoever;
- i) The Borrower shall have satisfied the Bank to the effect that there is no action, suit, proceedings or investigation pending or to the knowledge of the Borrower, or is threatened by or against the Borrower, before any court of law or Government authority or any other competent authority, or no winding up, insolvency proceedings or investigation are pending/initiated against the Borrower, which might have a Material Adverse Effect on the financial and other affairs of the Borrower or which might put into question the validity or performance of this Agreement and /or other Transaction Documents executed by the Borrower in favour of the Bank or in any manner jeopardize the Security to be created in favour of the Bank.
- j) The Borrower shall have assigned in favour of the Bank, the insurance policy(ies) in respect of the Property as required by the Bank;

#### **6. DISCLOSURE**

6.1 The Borrower consents to disclosure by the Bank of information and data relating to the Borrower, the Facility, and Borrower's Dues assumed or to be assumed by the Borrower in relation to the said Facility and default, if any, committed by the Borrower in discharge thereof to:

- a) RBI and to the Credit Information Companies ("CIC") and any other agency authorized in this behalf by the RBI;



- b) gives specific consent to the Bank for disclosing /submitting the 'financial information' as defined under Insolvency and Bankruptcy Code, 2016 ("Code") read with the relevant regulations / rules framed under the Code, as amended and in force from time to time, to any 'Information Utility' ("IU") and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank, as and when requested by the concerned 'IU'.

The Borrower(s) agrees and undertakes that RBI, CIC and any other agency so authorized may use and process the said information and data disclosed by the Bank in the manner as deemed fit by them and furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.

6.2 The Bank has a right to unconditionally cancel the Facility:

- a) In case the Facility/part of the Facility is not utilized by the Borrower, and /or
- b) In case of deterioration in the loan account in any manner whatsoever and/or
- c) In case of non-compliance of terms and conditions of sanction.

Notwithstanding the above, the Bank without assuming any liability shall be entitled to revoke, cancel, alter, modify, or change at any time any of the facilities sanctioned at its sole discretion without assigning any reason for the same. Likewise, Bank shall be entitled to alter, modify, or change at any time any of the terms and conditions of the sanction at its sole discretion without assigning any reasons.

**7. SECURITY**

- 7.1 The repayment of the Borrower's Dues to the Bank shall be secured in such manner as specified in the Schedule. The Borrower agrees and undertakes that it shall create and perfect or cause to be created and perfected the security on the Assets as specified in the Schedule ("Security"), in such form and manner as may be required by the Bank, having such ranking as specified in the Schedule and within such time lines as specified in the Schedule hereof. The Borrower shall make out a good and marketable title to the Assets proposed to be secured in favour of the Bank, and comply with all such procedures for creation and perfection of the Security Interest as may be necessary under Applicable Law.
- 7.2 Without prejudice to the rights of the Bank under this Agreement, in the event the Bank is of the view that there is a substantial deterioration in the value of the Security which has been provided to the Bank or in the event that the Security furnished by the Borrower is found to be insufficient /incorrect in value, the Bank may call upon the Borrower to furnish such additional/alternate security as may be required by the Bank and the Borrower agrees and undertakes that it shall create and perfect the security interest over such additional/alternate security, in a form and manner to the satisfaction of the Bank within such time period as may be specified by the Bank in this regard.
- 7.3 The Borrower agrees that the Bank shall have the right to receive and adjust any payment/s that it may receive as an assignee of the insurance in its capacity as "Loss Payee", in relation to the Assets of the Borrower, towards the Facility under this Agreement.
- 7.4 The Borrower(s) shall obtain prior written consent from the Bank to sell all or any of the Assets. In case of sale of all or any of the Assets by the Borrower(s) as mentioned in this clause, the Borrower(s) shall remit the proceeds thereof forthwith to the Bank which shall be applied towards reduction of Borrower(s) indebtedness to the Bank in respect of the Facility.
- 7.5 The Borrower(s) hereby undertakes not to remove or cause or permit to be removed any of the Assets from the place where they are /will be for the time being kept /stored used by the Borrower(s) or divert or cause or permit any of the Asset(s) to be diverted while in transit.
- 7.6 Where the Asset(s) is/are in the nature of crops, unless otherwise directed by the Bank, the Borrower(s) shall be at liberty to:
- a) In ordinary course of business to sell all or any of the hypothecated crops on such condition so as the payment of the sales proceeds to the Bank or such terms as may be prescribed by the Bank.
  - b) The Borrower(s) shall keep the Bank informed at all times about the place or places where the reaped and harvested crops and stored or will be stored by them. The Borrower(s) agrees that the Bank will be informed well in advance if and when the harvested and reaped crops or any portion thereof is negotiated for sale or disposal.
- 7.7 Where the Asset(s) is/are (i) all milch animals and /or all milking machinery and all other properties purchased out of the proceeds of the Facility including any sale proceeds thereof, any insurance amounts, compensation, any tools, equipments, fixtures, machines, tubewells, motors and any other moveable properties of the Borrower(s) in this connection and /or (ii) all amounts receivable by the Borrower(s) in respect of the milk supplied by the Borrower(s), including any interest payable thereon or in respect thereof, payable/required to be paid by the intermediary and /or any other person or body:
- a) The Borrower(s) shall ensure that the receivables are paid to RBL Bank towards satisfaction of the Facility. RBL Bank/their representative are irrevocably authorised to receive payment of all amounts in respect of milk supplied/sold to the intermediary. By executing this Agreement the Borrower/s shall be deemed to have given the intermediary irrevocable authorization to pay the receivables to RBL Bank towards satisfaction of the Borrower(s) Dues, and to have irrevocably authorised RBL Bank to collect the aforesaid receivables and adjust the same towards satisfaction of the Facility.
- 7.8 Where the Asset(s) is/are in the nature of all receivables due to the Borrower/s in relation to the arrangement between the Borrower/s and the intermediary regarding rearing of poultry and /or in the nature of poultry, and /or any equipment, tools, fixtures, machines, tractors, tillers, tube wells, motors and any other moveable properties connected with or related to the rearing, storing or transporting of the birds, to secure the due performance of the Borrower/s' obligations (hereinafter referred to as "the poultry assets" for the purpose of this clause) :
- a) The Borrower/s shall not, without previous permission in writing of RBL Bank, deal or otherwise part with the birds/eggs, save and except as contemplated in the arrangement between the Borrower/s and intermediary. The Borrower/s shall comply with and duly perform all their obligations under the aforesaid arrangement. The Borrower/s shall ensure that the intermediary pays the growing charges/receivables directly to RBL Bank. RBL Bank is authorised to collect all such charges /receivables directly from the intermediary.
  - b) The Borrower/s shall safeguard, diligently manage and attend to raising the birds/eggs and shall do everything that is necessary to preserve, protect and rear the birds/eggs. The Borrower/s shall keep RBL Bank informed of the true condition of the birds/eggs. RBL Bank shall be entitled to inspect the birds/eggs from time to time at the costs and expenses of the Borrower/s. The Borrower/s shall punctually pay all the land revenue, taxes and other outgoings in respect of the land and premises wherein the birds/eggs are stored and shall keep the lands free from distress and encumbrances.

- c) The Borrower/s shall give prior written notice of the delivery of the birds/eggs to intermediary and further agrees to obey all the instructions that RBL Bank may choose to give in this connection.
  - d) The Borrower/s shall deal with and dispose off the birds in the manner instructed by and under the supervision and control of RBL Bank, its agents, officers or nominees. The Borrower/s shall at all times keep the land and premises on which the birds are being reared/housed, insured against loss or damage by fire and other risks as may be required by RBL Bank and shall deliver to RBL Bank such policies. It shall be also lawful for but not obligatory upon RBL Bank to insure the birds /eggs or the other poultry assets and /or premises/land or any other security by debit to the Borrower/s' Account(s). The proceeds of any such insurance shall, at the discretion of RBL Bank be applied towards the satisfaction of the Borrower/s' Dues to RBL Bank.
  - e) The Borrower/s have agreed to rear and supply the birds/eggs to, and to avail of the technical services/aids/inputs required for raising the bird/collecting eggs from the intermediary in terms of the arrangement between the Borrower/s and intermediary.
  - f) RBL Bank/intermediary/RBL Bank's officers or authorised persons are/is irrevocably authorised to collect all payments towards the Borrower/s dues/all amounts payable to the Borrower/s by the intermediary/directly from such intermediary/and to pay the Borrower/s the balance after adjusting all amounts payable to RBL Bank. The Borrower/s shall authorise the aforesaid intermediary, etc. to remit the amounts payable by such intermediary, etc. directly to the Borrower/s' account with RBL Bank and/or deduct the amounts payable to RBL Bank and remit the same directly to RBL Bank. Balance amounts, if any, only shall be handed over to the Borrower/s. The Borrower/s shall obtain suitable confirmations from the intermediary in a form and manner satisfactory to RBL Bank in this regard.
- 7.9 The Borrower(s) shall at all times during the continuance of this Agreement, maintain sufficient quantity and value (as estimated by the Bank at its sole discretion) of the Assets so as to provide the margin of security as may from time to time be advised to the Borrower(s) by the Bank and shall forthwith as the Bank requires to hypothecate or otherwise charge in favour of the Bank such further assets approved by the Bank and of sufficient value to make up the deficiency or shall reduce the amount for the time being due to the Bank by the cash payment so as to maintain the said margin.
- 7.10 The Borrower(s) shall furnish to the Bank whenever required by the Bank full and correct particulars/statements of all the Assets viz. the quantity, description and where applicable the market value thereof, the place where they are lying, stored for the time being or whether they are in transit and are insured as provided herein and shall allow the Bank or its authorized agents and cause to allow the Bank to take inspection of such Hypothecated Assets and of all records and will produce such evidence as the Bank require as to cost and value thereof.
- 7.11 The Borrower hereby agrees and authorizes the Bank and/or its regulator(s) or any third parties appointed by the Bank and/or its regulator(s) to inspect the Borrower's premises and/or books of accounts and the said Property. The Borrower shall reimburse all costs and expenses incurred by the Bank, its regulator(s), third parties appointed by the Bank or its regulator(s) for such purposes. If the report prepared for such an audit remains inconclusive or is delayed due to non-cooperation by the Borrower, then Lender reserves the right, inter alia, to conclude the status of the relevant loan account / Facility, basis on its own assessment of the available information.
- 7.12 The Borrower(s) authorises the Bank to have all or any of the Assets valued at the Bank's expense by an Appraiser/Valuer to be appointed by the Bank and shall pay to the Bank, on demand, fees or costs charges and expenses of an incidental to such inspection or valuation (the Bank's statement being conclusive).
- 7.13 The Bank shall not in any way be responsible in respect of the quantity, quality, value and condition of the Assets if the same is or happens to be in possession of the Bank, its officers, agents or nominees and for any loss, destruction or deterioration thereof or damage thereto occasioned by theft, pilferage, robbery, fire, riot and civil commotion, malicious damage or otherwise howsoever, whatsoever may be the circumstances or the reasons under or for which the loss, destruction, deterioration or damage may arise, including any act, omission, negligence, default of any of its servants or nominees or agents.
- 7.14 In the event of occurrence of any Event of Default as mentioned in clause 8 of this Agreement, the Bank shall have an absolute and unhindered right to forthwith or at any time thereafter with reasonable notice to enter into upon any place or premises where or wherein any records pertaining to the Asset may be kept or stored (and for the purpose of such entry to do all acts deeds or things deemed necessary by the Bank) and inspect, value and /or take charge of and /or to recover, receive, appoint receiver of all or any of the said debts /security in such manner as the Bank shall think fit and to apply the net proceeds thereof in and generally the Bank shall have complete power to deal with such Assets as may be necessary for the effective satisfaction of the liabilities against the Assets. The Bank may enforce, realize, settle, compromise and deal with any right aforesaid (but not bound to exercise) without being liable for any damages or losses in the exercise thereof and without prejudice to the Bank's rights and remedies of suit or otherwise. The Borrower(s) shall accept the Bank's accounts as sufficient evidence of the amount received or realisation of receipts and of the amount of costs, charges and expenses thereof and to pay any shortfall or deficiency thereby shown. The Borrower(s) shall transfer and deliver to the Bank relevant contracts, securities, багаар chits, bills, notes, hundis and all other documents; sign/furnish all such deeds, documents, papers and furnish such other information as may be required by the Bank in connection with the above.
- 7.15 The Borrower(s) further confirms and agrees to pay for any shortfall or deficiency if the net sum realized by such sale of the Assets are insufficient to pay the Borrower Dues hereby secured and the Bank shall be at liberty to apply any other monies in the hands of the Bank /standing to credit of or belonging to the Borrower(s) in or towards the payment of the balances, provided that nothing herein contained shall in any manner prejudice or affect the remedy of the Bank against the Borrower(s) personally.
- 7.16 If there shall be a surplus available in the hands of the Bank after the payment of the Borrower Dues hereby secured such surplus shall be applied by the Bank in payment or liquidation of all and other monies which shall or may be due from the Borrower(s) whether solely or jointly with any other person or company.
- 7.17 The Borrower(s) shall if so required by the Bank cause and ensure that a signboard or signboards with the name of the Bank legibly and distinctly printed or written thereon be placed and maintained at all times in a conspicuous position upon and written any factory /godown/premises or other places where the Assets are kept or shall be brought during the continuance of this Agreement and duly and punctually pay all dues, rates, taxes, payment and outgoings in respect of the above premises in or on which the Hypothecated Assets may for time being be lying.
- 7.18 The Borrower(s) agrees and confirms that pending the seizure by the Bank of the Assets and any of the Security and any documents thereto, any sale proceeds of all Security received by the Borrower(s) and any insurance monies received shall be held as the Bank's exclusive property specifically appropriated to this Security.

7.19 The Borrower(s) agrees and confirms that should any of all security remain in possession of the Borrower(s), the same shall be held by the Borrower(s) in trust as trustees on behalf of and of the Bank shall be entitled to at any time to take possession of such Assets.

## 8. EVENTS OF DEFAULT(S) AND REMEDIES

8.1 Upon occurrence of any of the following events, or events similar thereto, shall each constitute an “Event of Default” by the Borrower and the Bank by a notice in writing to the Borrower and without prejudice to its rights and remedies available under the terms of the Facility may exercise its right thereof under this Agreement:

- a) Default (including, but not limited to, any payment default) has occurred in the performance of any covenant, condition or agreement on the part of the Borrower/s under the Facility or on the part of any other person.
- b) Breach of any representation, warranty, declaration or confirmation under the Facility or any other Transaction Document has occurred/ been committed and /or the Borrower/s has/have committed any fraud/ failed to submit any material information as required under the Application Form/ Sanction.
- c) The Borrower/s has, or there is a reasonable apprehension that the Borrower/s has or would voluntarily or involuntarily become the subject of proceedings under any bankruptcy or Insolvency law, or is voluntarily or involuntarily dissolved, becomes bankrupt or insolvent or if the Borrower/s has taken or suffered to be taken any action for reorganization, liquidation or dissolution or insolvency or bankruptcy or if a receiver or liquidator has been appointed or allowed to be appointed of/ over all or any part of the Security and /or any other properties of the Borrower/s or if an attachment or distraint has been levied on the Security or the Borrower/s’ other assets or any part thereof or certificate proceedings have been taken or commenced for recovery of any dues from the Borrower/s or if one or more judgements or decrees have been rendered or entered against the Borrowers.
- d) Death of the Borrower/s or any one of them or if the Borrower/s ceases or threatens to cease to carry on any of its businesses or gives notice of its intention to do so or if all or any part of the assets of the Borrower/s required or essential for its business or operations are damaged or destroyed or there occurs any change from the date of submission of the Application in the general nature or scope of the business, operations, management or ownership of the Borrower/s which could have a Material Adverse Effect.
- e) Default under any other agreement between borrower and any other creditor;
- f) Any government, governmental authority, agency, official or entity take or threatens any action: (a) for dissolution of the Borrower/s or any action which deprives or threatens to deprive the Borrower/s: (1) from conducting any of its businesses or carrying out its operations in the manner it is being conducted or carried out, or (2) of the use of any of its assets: (b) to revoke or terminate or to refuse to provide or renew any authorization or to impose onerous conditions on or on the grant or renewal of any authorization.
- g) If the Borrower creates or attempts to create any encumbrance/charge over the Security created in favour of the Bank, without written permission of the Bank;
- h) If there is any deterioration or impairment of the Asset or any part thereof or any decline in the value or market price thereof (whether actual or reasonably anticipated), or any event occurs which causes or may in the opinion of the Bank cause the Security or any part thereof to become unsatisfactory as to character or value.
- i) It is or becomes unlawful for the Borrower/s or any person (including RBL Bank) to perform any of their respective obligations under the Transaction Document.
- j) The Borrower/s is unable or has admitted in writing its inability to pay any of its Indebtedness as they mature or when due. The Borrower/s commit/s any default under any other agreement with the Bank or its Affiliates.

The Borrower/s shall promptly notify RBL Bank in writing upon becoming aware of any default and any event which constitutes an Event of Default and the steps, if any, being taken to remedy it. The decision of RBL Bank as to whether or not an Event of Default has occurred shall be final and binding upon the Borrower/s.

### 8.2 Appropriation of Payments:

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

- a) Interest and Principal;
- b) liquidated damages on defaulted amounts and EMI/Installment Overdue Charges under this Agreement;
- c) Cheque bounce charges, prepayment charge and other costs, charges, expenses, premium, incidental charges and other monies and cost incurred by the Bank in connection with this Agreement and recovery of the Borrower’s Dues.

Notwithstanding anything contained herein above: (i) The order of appropriation may be modified by RBL Bank, in its sole discretion; (ii) all payments shall be appropriated under each category in the order of pendency.

If an account is having multiple EMIs/ Instalments due, the first / oldest demand EMI/ Instalment would be adjusted first and then the Second demand EMI/ Instalment and so on. Post adjustment of EMIs/ Instalments if any amount is still available then the penal or EMI/Installment Overdue Charges then charges would be adjusted if any.

Example:

Date	EMI Amt	EMI Breakup	
		PRIN	INT
01-Jun-22	100	20	80
01-Jul-22	100	22	78
01-Aug-22	100	24	76

If the customer pays Rs. 200., Firstly Rs.100/- is adjusted towards the oldest demand (i.e 01-Jun-22) of Interest & Principal and then the remaining Rs. 100/- to the 01-Jul-22 demand of EMI/ Instalment.

The appropriation of recovery in NPA accounts (not eligible for upgrade) shall be appropriated in the following order:

- a) first towards principal;
- b) Interest, liquidated damages on defaulted amounts and EMI/Installment Overdue Charges under this Agreement;
- c) Cheque bounce charges, prepayment charge and other costs, charges, expenses, premium, incidental charges and other monies and cost incurred by the Bank in connection with this Agreement and recovery of the Borrower’s Dues.

Example: If the customer pays Rs.200, firstly Rs.100/- is adjusted towards the oldest demand (i.e 01-Jun-22) of Principal & Interest and then the remaining Rs.100/- to the 01-Jul-22 demand of EMI.

### 8.3 SMA / NPA Classification:

The classification of borrower accounts as SMA as well as NPA shall be done as part of day-end process for the relevant date. The date of SMA/NPA shall reflect the asset classification status of an account at the day-end of that calendar date.

SMA / NPA Categories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue.
*SMA-0	Upto 30 days
*SMA-1	More than 30 days and upto 60 days
*SMA-2	More than 60 days and upto 90 days
NPA	Agriculture loans: - Two crop seasons in case of short duration crops (Monthly/Quarterly/Half-yearly repayments) - One crop season in case of long duration crop (Yearly repayments) Non-Agriculture / Allied Agri loans: - More than 90 days

\*Note: Agricultural advances governed by crop season-based asset classification norms shall be exempted from instruction on SMA classification

#### Example:

If due date of a loan account is March 31, 2021, and full dues are not received before this date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 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 on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA on June 29, 2021.

**Upgradation of accounts classified as NPA:** Borrower account(s) classified as NPAs will be upgraded as 'standard' asset only if entire arrears of interest and principal are paid by the Borrower.

## 9. CONSEQUENCES OF EVENT OF DEFAULT

- 9.1 Upon an Event of Default the Bank may, without prejudice to any rights that it may have, take one or more of the following actions including but not limited to the following: (i) Declare all amounts payable by the Borrower with respect to the Facility to be due and payable immediately by the Obligor; (ii) Set-off any amounts lying in the bank account of the Borrower with the Bank towards repayment of the whole or any part of the obligations under this Agreement; (iii) Exercise such other rights as may be available to the Bank under this Agreement or under the applicable law against the Borrower at the discretion of the Bank; (iv) Stipulate any additional conditions or take any other action as the Bank may deem fit; (v) Instruct any Person, who is liable to make any payment to the Borrower, to pay directly to the Bank.
- 9.2 Upon occurrence of any of the Event of Default, the details of authorized agent/agencies to approach for recovery of dues will be intimated to the Borrower through a payment reminder communication and any change details would be intimated to Borrower thereon. List of authorized agent/agencies empaneled for handling collections are updated on the Bank's website for reference.

## 10. EXPENSES AND INDEMNIFICATION

- 10.1 The Borrower shall fully reimburse costs and expenses incurred by the Bank in relation to this Agreement within thirty (30) calendar days of the demand thereof from the Bank or as provided in the Sanction Letter (whichever is earlier).
- 10.2 The Borrower shall indemnify the Bank and each of their respective officers, directors, employees, representatives, attorneys and agents from and hold each of them harmless against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses and disbursements incurred by any of them in any way or by reason of litigation, recovery charges, collection charges incurred by the Bank.
- 10.3 The Borrower shall indemnify the Bank against any actions, damages, costs, claims, demands or losses arising from the Bank acting in accordance with any fax or email which appears to have been furnished by the Borrower or on behalf of the Borrower. This indemnity applies even if any such fax or email was produced by or contains or has attached any forgery, lack of authority, wrongful alteration or other misuse of a document, text or file, or if any transmission details or information appearing on it are not genuine. This indemnity applies even if any such fax or email was not in fact issued by Borrower or with Borrower's authority. All indemnities set forth herein by the Borrower shall survive post completion of tenor of this Agreement to the extent applicable. The Obligor herein shall also indemnify the Bank if there are any failures on Part of the Borrower to perform the same. In such event of failure on part of the Borrower, Bank shall have right to jointly and severally proceed against each or all of the Obligor.
- 10.4 Borrower authorises the Bank: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Borrower with any branch; (b) to sell any of the Borrower/s' securities or properties held by the Bank 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 Bank 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 Bank.

## 11. APPOINTMENT OF RECOVERY AGENT BY THE BANK

The Borrower acknowledges and agrees that the Bank, without prejudice to its right to perform the activities itself or through its officers or employees or other authorised agents, shall have full power and authority, to appoint one or more recovery agent and delegate to such recovery agent all or any of its functions, rights and powers under this Agreement relating to the right to collect and receive on behalf of the Bank all the dues under this Agreement and give valid and effectual receipts and discharge to the Borrower and to perform and execute all lawful acts, deeds, matters and things connected herewith or incidental hereto.

## 12. MISCELLANEOUS PROVISIONS

- 12.1 Any notice, demand, statement or communication hereunder shall be in writing, signed by the Bank's officers and should be delivered personally, registered post, courier, telefax, facsimile or other written or recorded form of electronic



communication to the address of the Borrower(s); and the notice, demand, statement or communication shall be effective and deemed to have been duly and sufficiently served on the Borrower, two days after the same shall have been delivered to the post office / courier office properly addressed to the Borrower at the address mentioned and if delivered to the Borrower against acknowledgement, it shall be deemed to have been duly served as on the date of delivery.

- 12.2. All instructions and correspondences relating to the business which the Borrower(s) may have with the Bank, are to be sent at the Borrower(s) risk and the Bank does not assume any responsibility or liability for any inaccuracy, interruption, error or delay or total failure in transmission or delivery by post, courier, telegraph, cable, telex, or other written form of electronic communication,
- 12.3. The Borrower shall not assign, transfer or novate any interest in its rights and/or obligations under this Agreement without the prior written consent of the Bank. The Bank may assign its rights to any Person as it may deem fit;
- 12.4. The Borrower shall not induct a person in any capacity whatsoever, who is a director/ partner/promotor of an entity identified as willful defaulter. In the event of such a person is found to be a director/partner/promotor of an entity as the case may be identified as willful defaulter, the Borrower shall take expeditious and effective steps for removal of such person.
- 12.5. The Borrower(s) agrees and confirms that until the Borrower(s) has /have paid all Said Dues payable by the Borrower(s), the Bank shall exercise the right of general lien and set-off available to it in law on all monies belonging to the Borrower(s)/ any of the Obligors and standings in Borrower's/any of the Obligor's credit in any account whatsoever, securities, deposits and other assets and properties of the Borrower(s) from time to time in the possession of the Bank or its nominees whether the same is held by the Bank for safe custody or otherwise. The Bank shall have a general lien on and be entitled to appropriate and set off all monies, securities, deposits and other assets and properties belonging to the Borrower(s)/ any of the Obligors in the possession of the Bank, whether in or on account of the Bank or otherwise whether held singly or jointly by the Borrower(s) /Obligors with another and may be utilize for the settlement of dues of the Borrower(s) payable to the Bank hereunder or other Indebtedness of the Borrower(s). The Borrower(s) states that they have obtained /shall obtain the written consent of the joint holders (if applicable) for the same.
- 12.6. If any provision of this Agreement is illegal, invalid or unenforceable for any reason, it will be severed from the remaining provisions which will remain unaffected.
- 12.7. The Borrower hereby (i) gives its consent to the Bank to make any disclosures required to be made by the Bank in its annual reports pursuant to the execution of any of this Agreement; (ii) agrees that the Bank may disclose any information in relation to the Borrower to any of its affiliates, employees and to any Person with whom it intends to enter into any kind of transfer, participation or other agreement or transaction based on this Agreement or to access information about the Borrower or as may be required under applicable law; (iii) agrees that the Bank may disclose any information to its auditors or legal advisors;
- 12.8. The Borrower hereby agree to accept as conclusive proof of the correctness of any sum claimed by the Bank to be due from the Borrower in respect of the said Facility, a statement of account made out from the books of the Bank and signed by the officer of the Bank, without production of any voucher, documents or other papers.
- 12.9. 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, if required shall also be liable to reimburse all such taxes, tolls, duties, levies, cess, etc. to the Bank.
- 12.10. If any provision of this Agreement is illegal, invalid or unenforceable for any reason, it will be severed from the remaining provisions which will remain unaffected.
- 12.11. The Bank shall have the right to withdraw/modify all/any of the sanction conditions or stipulate fresh conditions under intimation to the Borrower. This Agreement and any other documents referred to herein, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings in respect of the subject matter hereof, except for those provisions of the sanction letters, agreements, security documents (if any) issued or executed prior to this Agreement which are in addition to and complement to, and are not the same or in conflict with, the terms of this Agreement.

### **13. GOVERNING LAW& JURISDICTION**

The Facility shall be governed by in accordance with Indian Laws and courts of the city where the Bank is maintaining the Facility account and /or where Facility has been disbursed shall have exclusive jurisdiction. Notwithstanding the above, the Bank reserves the right to initiate/file proceedings in any other Court, Forum or Tribunal in any other city, which may also have jurisdiction over the matter and Borrower hereby consents to this right of the Bank.

### **14. CUSTOMER SERVICE & GRIEVANCE REDRESSAL**

In the event of any queries, concerns, or disputes arising out of or in connection with this Agreement, the Borrower may reach out to RBL Bank customer care at "customercare@rblbank.com" or call us on "+91 22 6232 7777". Customer Grievance redressal process and escalation matrix is available under policy section on RBL Bank website [www.rblbank.com](http://www.rblbank.com).

IN WITNESS WHERE OF the Parties have executed this Agreement on the day and the year first hereinabove written,

SCHEDULE I

KEY FACT STATEMENT

(Agribusiness Loan)

[This Schedule shall form integral part of Term Loan Facility Agreement executed by the Borrower]

The Key Fact Statement (KFS) of the loan between the Borrower(s) and RBL Bank a company registered under the provisions of the Indian Companies Act, 1913 and existing under the provisions of the Companies Act, 1956 having its,Corporate Office at One World Center,Tower 2B, 6th Floor, 841, Senapati Bapat Marg, Lower Parel (W), Mumbai 400013, (hereinafter referred to as "RBL Bank") are mentioned below and are to be read in conjunction with the terms contained in the Sanction Letter and the Facility Agreement and any other document(s) (hereinafter collectively referred to as the "Transaction Documents") which you have executed (jointly and severally as may be applicable) with RBL Bank.

A. DESCRIPTION OF BORROWER:

Name	S/o D/o W/o	Address / Email / Mobile no.	PAN Number	Age/ Con-stitution

B. DESCRIPTION OF CO-BORROWER(S) / GUARANTOR(S):

Name	S/o D/o W/o	Address / Email / Mobile no.	PAN Number	Age/ Con-stitution

Annexure A: Part 1: Interest rate, fees and charges

1	Loan proposal/ Account No.		Type of Loan	
2	Sanctioned Loan amount (in Rupees)			

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		Please refer to the clause “Drawdown/Disbursement” of Loan Agreement					
4	Loan term (months)							
5	Instalment details							
	Type of instalments	Number of Equated Period Instalments (EPI)	EPI (₹)		Commencement of repayment, post sanction			
	Monthly/ Quarterly / Half Yearly / Yearly							
6	Interest rate (%) and type (fixed or floating or hybrid)							
7	Additional Information in case of Floating rate of interest							
	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 (₹)	No. of EPIs
	RBI Policy Repo Rate					NA#	NA	NA
8	Fee/Charges (inclusive of taxes such as GST)^							
		Payable to the RE (A)			Payable to a third party through RE (B)			
		One-time/Recurring	Amount (in ₹)		One-time/Recurring	Amount (in ₹)		
	(i)	Processing fees	One-Time					
	(ii)	Insurance charges						
	(iii)	Valuation fees	One-Time					
	(iv)	CERSAI Charges	One-Time					
9	Annual Percentage Rate (APR) (%)							
10	Details of Contingent Charges (in or %, as applicable)- exclusive of taxes/ other statutory levies that may be charged to the Borrower if applicable as per Government/ RBI directives							
(i)	Penal charges, if any, in case of delayed payment	2.00% of the EMI / Installment / Overdue amount						
(ii)	Other penal charges, if any							
(iii)	Foreclosure charges, if applicable	-NIL						
(iv)	Charges for switching of loans from floating to fixed rate and vice versa	Not Applicable						
(v)	Other charges (please specify)**							
	Supervision Charges		As per below grid of loan amount • Up to Rs. 3 Lacs : NIL • > Rs. 3 lacs & <= Rs. 5 lacs: Rs. 500/- • > Rs. 5 lacs & <= Rs. 10 lacs: Rs. 1000/- • > Rs. 10 lacs & <= Rs. 25 lacs: Rs. 1250/- • > Rs. 25 lacs & <= Rs. 50 lacs: Rs. 1500/- • > Rs. 50 lacs: Rs. 2500/-					
	Documentation charges (Charged on loan processing)		• Up to Rs. 3 Lacs : NIL • > Rs. 3 lacs & <= Rs. 5 lacs: Rs. 2,500 • > Rs. 5 lacs & <= Rs. 10 lacs: Rs. 3,500 • > Rs. 10 lacs : Rs. 5,000					
	Issuance of Duplicate NOC/ No Due Certificate		INR 250/- + applicable taxes per instance					
	CIBIL Report Charges		INR 100/- + applicable taxes per report					
	Legal, Repossession & Incidental Charges		At Actuals					

# subject to change in credit risk profile

^The said charges are inclusive of Taxes/ other statutory levies that may be charged to the Borrower if applicable as per Government/ RBI directives

\*\*Applicable GST & other taxes to be levied.

Note: Interest and charges will be as applicable from time to time.

Please refer to our website [www.rblbank.com](http://www.rblbank.com) for knowing such applicable interest and charges.

**Annexure A: Part 2: Other qualitative information**

1	Clause of Loan agreement relating to engagement of recovery agents	Please refer to the clause "Consequences of default" & "Appointment of Recovery Agent by the Bank" of Loan Agreement		
2	Clause of Loan agreement which details grievance redressal mechanism	Please refer to the clause "Customer Service & Grievance Redressal" of Loan Agreement		
3	Phone number and email id of the nodal grievance redressal officer	Contact details: 022 - 43020781 Email ID: <a href="mailto:RegionalNodalOfficer@rblbank.com">RegionalNodalOfficer@rblbank.com</a>		
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
	Not Applicable	Not Applicable		Not Applicable
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	Not Applicable		
(ii)	Details of LSP acting as recovery agent and authorized to approach the borrower	Not Applicable		

**Annexure B: Computation Annual percentage rate (APR)**

Sr. No.	Parameter		Details
1	Sanctioned Loan amount (in Rupees)		
2	Loan Term (months)		
	a)	No. of instalments for payment of principal, in case of non-equated periodic loans	
	b)	Type of EPI	
		Amount of each EPI (in Rupees)	
		nos. of EPIs (e.g., no. of EMLs in case of monthly instalments)	
	c)	No. of instalments for payment of capitalised interest, if any	
	d)	Commencement of repayments, post sanction	
3	Interest rate type (fixed or floating or hybrid)		
4	Rate of Interest		
5	Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date (in Rupees)		
6	Fee/ Charges payable (in Rupees)		
	A	Payable to the RE	
	B	Payable to third-party routed through RE	
7	Net disbursed amount (in Rupees)		
8	Total amount to be paid by the borrower (sum of 1 and 5) (in Rupees)		
9	Annual Percentage rate- Effective annualized interest rate (in percentage)		
10	Schedule of disbursement as per terms and conditions		
11	Due date of payment of instalment and interest		



Annexure C: Repayment Schedule under Equated Period Instalment

Note: This is an indicative repayment schedule attached, and EMI is calculated basis the assumption that Facility is fully disbursed on \_\_\_\_\_. In an event there is a difference in the disbursal dates / amounts, the Repayment Schedule is subject to change

Instalment no	Outstanding Principal (in Rupees)	Principal (in Rupees)	Interest (in Rupees)	Instalment (in Rupees)
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DETAILS OF FACILITY

1.	Place & Date of Execution of this Agreement	Branch : _____ Place : _____ Date : _____
2.	Sanction No. and Date	No. _____ Date: _____
3.	Legal constitution of the Borrower	<input type="checkbox"/> Individual <input type="checkbox"/> HUF <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other _____ (Please specify)
4.	Facility Amount / Limit	Facility I: Up to and not exceeding INR _____ Facility II: Up to and not exceeding INR _____ Facility III: Up to and not exceeding INR _____
5.	Purpose	Facility I: _____ Facility II: _____ Facility III: _____
6.	Limit Validity	Facility I: _____ Facility II: _____ Facility III: _____
9.	External Benchmark rate & Interest reset date	RBI Policy Repo Rate with quarterly reset from Account open / limit setup date.
10.	Mode of communication of changes in interest rates	Bank Website/Letter / Email sent to the address of correspondence / Email ID as updated in Bank' records
12.	Due date	Refer Repayment Schedule
13.	Date on which annual outstanding balance statement will be issued	On demand by the borrower.
14.	Details of Security / Collateral obtained (Assets)	<div>A. Primary Security: Hypothecation of-</div> <div><input type="checkbox"/> <b>Crops:</b> The whole of the Borrower's crop standing or to be raised on the land or cut or stocked or stored or in the course of transit or delivery and includes any seeds, harvested crops or any sale proceeds thereof together with any equipment/machinery or other movable properties connected with the growing, harvesting, storing or transporting of the crops.</div> <div><input type="checkbox"/> <b>Cattle &amp; Animal Husbandry:</b> The whole of the Borrower's livestock including all milch / non milch animals and machinery connected with production of milk and allied activities.</div> <div><input type="checkbox"/> <b>Poultry:</b> Borrower's birds reared for farming together with all machinery and equipment connected with the rearing, storing or transportation of the birds and allied activities.</div> <div><input type="checkbox"/> <b>Machinery and Equipment:</b> All vehicles, tractors, harvesters, equipment &amp; machines including spares, tools and accessories, irrigation equipment installed or not whether in the possession or control of the Borrower and stored in or about the Borrower's premises or held by any other party or in the course of transit.</div> <div><input type="checkbox"/> <b>Receivables</b> means all amounts owing to, and received and /or receivable by, the Borrower and /or any person on its behalf, all cash flows and receivables and proceeds arising from / in connection with his activity / agriculture and all rights, title, interest, benefits, claims and demands whatsoever of the Borrower in, to or in respect of all the aforesaid assets, including but not limited to the Borrower's cash-in-hand, both present and future which expression shall, as the context may permit or require, mean any or each of such Receivables.</div> <div><input type="checkbox"/> <b>Commodity:</b> All of Borrower's Crops and other produce cut and stocked by the Borrower and stored with such corporates / facility agents against which the Facility is being given.</div> <div><input type="checkbox"/> <b>Fisheries:</b> ponds, tanks, open water bodies, raceways, hatcheries, rearing units, boats, nets and such other fishing gear as the case may in respective of fish farming and fishing related activities and allied activities.</div> <div>B. Collateral: Details of Immovable Property &amp; Fixed Plant &amp; Machinery- As per Sanction Letter</div> <div>C. Other Securities</div> <div>_____</div> <div>_____</div> <div>_____</div>

15.	Details of Guarantee/ Contractual Comfort	<div><div>• Name of Personal Guarantor</div><div>1. _____</div><div>2. _____</div><div>• Name of Corporate Guarantor</div><div>1. _____</div><div>2. _____</div></div>
16.	Other Terms	As per Sanction Letter
17.	Repayment Amount	<div>As per attached repayment Schedule</div> <div><b>Note:</b> This is an indicative repayment schedule and EMI / instalments is calculated on basis the assumption that Facility loan is fully disbursed on account opening date. Incase an event there is a difference in the disbursal dates / amounts, the actual Repayment Schedule may differ is subject to change.</div>

**WITNESS DECLARATION IF ANY BORROWER / CO-BORROWER IS PUTTING THUMB IMPRESSION**

I /We have understood the terms and condition (including without limitation to the Schedules). The terms and conditions have been explained to me /us in the language understood by me /us and I /we have understood the contents. I /We shall be bound by all the said terms and conditions.

**Name Borrower / Co-Borrowers:**

**Signature / Thumb impression**

**DECLARATION OF THE WITNESS**

The contents of this Agreements have been read out, explained and interpreted in the language as desired by the Borrower(s) and the same is understood by the Borrower(s).

I /We hereby confirm that the contents of this Agreement have read out, explained and interpreted to

Mr./Ms. \_\_\_\_\_ (**"Borrower(s)"**) in the language as desired and understood by the Borrower(s) in my presence.

**Place:**

**Date:**

**Name & Address of the Witness**

**Signature of the Witness**

**Note: Witness should not be our Bank Official.**

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

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SIGNED AND DELIVERED BY

Signatures

<div><input type="checkbox"/></div>	<div><b>Individual:</b> Mr./Ms. _____ Mr./Ms. _____ Mr./Ms. _____ Mr./Ms. _____ Mr./Ms. _____ Mr./Ms. _____ Mr./Ms. _____ the <b>Borrower</b> within-named</div>	<div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div>
<div><input type="checkbox"/></div>	<div><b>Sole Proprietorship Firm:</b> Mr./Ms. _____ Sole Proprietor / Proprietress of M/s. _____ the Borrower within-named both in their individual capacity and as partners of the firm</div>	<div>_____</div> <div>_____</div>
<div><input type="checkbox"/></div>	<div><b>Partnership Firm:</b> Mr./Ms. _____ Mr./Ms. _____ Mr./Ms. _____ All partners of M/s. _____ the <b>Borrower</b> within-named both in their individual capacity and as partners of the firm.</div>	<div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div>
<div><input type="checkbox"/></div>	<div><b>Company:</b> The common Seal of _____ Pvt. Ltd. the <b>Borrower</b> within named has been affixed hereunto in the presence of: Mr./Ms. _____ Mr./Ms. _____ Directors / _____ of the <b>Borrower</b> in pursuance of the Board Resolution dated _____ and they have signed below the Seal to confirm that the Seal was affixed in their presence.</div>	<div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div>
<div><input type="checkbox"/></div>	<div><b>Limited Liability Partnership:</b> Mr./Ms. _____ Mr./Ms. _____ Mr./Ms. _____ All partners of M/s. _____ the Borrower within-named both in their individual capacity and as partners of the firm.</div>	<div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div>
<div><input type="checkbox"/></div>	<div><b>Association of Persons:</b> Mr./Ms. _____ Mr./Ms. _____ All members of the AOP namely _____ the Borrower within-named</div>	<div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div>

SIGNED AND DELIVERED BY

RBL BANK LIMITED

Shri / Smt \_\_\_\_\_ Shri / Smt \_\_\_\_\_

(Authorized Signatories)