

FACILITY CUM PLEDGE AGREEMENT

THIS FACILITY CUM PLEDGE AGREEMENT (“Facility Agreement”) is made on the date mentioned under Schedule1 attached hereunder.

BY

The Borrower, details whereof is/are more particularly described in Schedule 1 appended to this Facility Agreement hereinafter referred to as the “**Borrower**” ([which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include, where the Borrower is a partnership firm, the partners or the partners for the time being of the said partnership firm, the survivor of them and the heirs, executors and administrators of the partners; where the Borrower(s) is a company, its successors and permitted assigns; where the Borrower is a limited liability partnership, its successors and permitted assigns; where the Borrower is a Sole Proprietary Firm, its / their heirs, executors, administrators, successors and permitted assigns]¹/ [which expression shall unless the context otherwise requires, include his heirs, executors, administrators, successors and permitted assigns]²;) of the ONE PART;

IN FAVOUR OF

RBL Bank Limited, a Company incorporated under the Indian Companies Act, 1913 and having its registered office at “Shahupuri”, Kolhapur – 416 001, Maharashtra, and its Corporate Office at 6th Floor, Tower 2B, One Indiabulls Centre, 841, S.B. Marg, Lower Parel (West), Mumbai – 400 013 (hereinafter referred to as the “**RBL Bank**”/ “**Bank**”/ “**Lender**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest, assigns, holding or subsidiary company / ies) of the OTHER PART.

RBL Bank and the Borrower are hereinafter referred together as “**the Parties**” and each individually “**a Party**”.

WHEREAS RBL Bank has at the request of the Borrower at its discretion agreed to grant to the Borrower the Facility against the pledge of Commodities (as defined hereinafter) / pledge of warehouse receipts in respect of the Commodities (as defined hereinafter) as security on the terms and conditions mentioned herein and under the Sanction Letter.

NOW IN CONSIDERATION OF RBLBANK having agreed to grant to the Borrower the Facility, the Parties agree as follows: -

DEFINITIONS AND CONSTRUCTION

(A) In this Facility Agreement, unless there is anything repugnant to the subject or context thereof, the

¹ To be retained in case the Borrower is an Entity.

² To be retained in case the Borrower is an Individual.

expressions listed below, if applicable, shall have the following meanings:

“Account” means the account(s) opened by RBL Bank in the name of the Borrower for entering and reflecting the particulars of the Facility (including disbursements thereof, amount of the Dues, changes thereto from time to time), which expression shall also include any new account(s) that may be opened at the discretion of RBL Bank in relation to the Facility by way of enhancement/ reduction of limit/ by carrying forward the balance from the existing account to the new account by transfer.

“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.

“Anti-Bribery and Corruption Laws” means all the anti-bribery and anti-corruption laws, rules or regulations and any related or similar rules, regulations or guidelines, issued, administered or enforced by governmental authority or any regulatory authority having jurisdiction over the Borrower.

“Anti-Money Laundering Laws” means all applicable financial record keeping and reporting requirements and money laundering statutes and rules and regulations thereunder and any related or similar rules, regulations or guidelines, which in each case are issued, administered or enforced by any governmental authority or regulatory authority having jurisdiction over the Borrower, or to which the Borrower is subject and any regulation issued by the RBI and applicable to banks in India in relation to the prevention of money laundering, which is binding on the Borrower.

“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.

“Available Limit” means the amount of the Facility minus:

- (a) in relation to any proposed utilisation, the aggregate amount of any utilisations that are due to be made on or before the proposed utilisation date;
- (b) the amount of any outstanding utilisations, together with the amount of all accrued and outstanding interest thereunder; and

“Business Day” means a day on which RBL Bank is open to transact the business of banking in the lending branch.

["Borrower Group"] means the entities as referred to under Schedule 1]³

"Commodities" shall mean and include all the agricultural crops/goods/products/ produce and any other assets as may be acceptable to RBL Bank and described in detail under the Schedule I hereunder, which shall be stored in warehouses and / or demarcated areas of warehouses, identified and accepted by RBL Bank and shall be pledged to RBL Bank as security for securing the Facility and any additions, replacements/ substitutions of Commodities as may be mutually agreed between the Parties in the form and manner as may be prescribed by RBL Bank from time to time.

"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.

"Due Date" means date(s) on which any amounts in respect of the 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, this Agreement and the other Transaction Documents.

"Dues" means and includes the outstanding principal amount of the Facility, Interest on the Facility, Penal 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 Obligor (s) 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;

"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.

"Facility Terms" means and refers collectively to: (a) all the terms and conditions set out in the Sanction Letter (b) this Facility Agreement, and (c) all terms and conditions specified in the Transaction Documents.

"Final Settlement Date" means the date on which all the Dues have been fully, unconditionally and irrevocably paid or discharged to the satisfaction of the Bank.

"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, in case of funded facilities, the rate of interest payable by the Borrower to the Bank on the said Dues as specified in Schedule.

³ Applicable only in case the Borrower is a body corporate.

“Key Facts Statement” shall mean the table annexed in the Schedule I, Part B as per the Key Facts Statement for Loans and Advances circular dated April 15, 2024.

“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.]⁴

“Purpose” means the purpose for which the Facility shall be utilized by the Borrower as more particularly specified in Schedule.

“RBI” means Reserve Bank of India.

“Relative” shall have the same meaning assigned to it in the RBI Master Circular on Loans and Advances – Statutory and Other Restrictions, as may be amended from time to time.

“Restricted Party” means a person that is:

- (a) listed on, or owned or controlled by a person listed on, or acting on behalf of a person listed on, any Sanctions List;
- (b) located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a person located in or organized under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions; or
- (c) otherwise a target of Sanctions (**“Target of Sanctions”**) signifying a person with whom a United States person or other national of a Sanctions Authority would be prohibited or restricted by Applicable Law from engaging in trade, business or other activities).

“Sanction Letter” means the letter, as of the date specified in the **Schedule – I** hereunder, in connection with sanction of the Facility, containing the terms and conditions on which the Facility has been sanctioned and shall include all amendments/modifications thereto.

“Sanctions” means the economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by: (i) the United States government; (ii) the United Nations; (iii) the European Union (iv) the United Kingdom; or (v) any country to which any security party, or the borrower or any affiliate of any of them is bound or (vi) the respective governmental institutions and

⁴ The definition can be modified basis the sanction terms.

agencies of any of the foregoing including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury (“OFAC”), the United States Department of State, and Her Majesty’s Treasury (“HMT”) (together “Sanctions Authorities” and each a “Sanctions Authority”).

“**Sanctions List**” means the “Specially Designated Nationals and Blocked Persons” list maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by HMT, or any similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities.

“**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 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, including the guarantee(s) provided by the Guarantor(s), 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.

“**Substantial Interest**” shall have the same meaning as assigned to it in the RBI Master Circular on Loans and Advances – Statutory and Other Restrictions, as may be amended from time to time.

“**Transaction Documents**” shall mean:

- (a) this Agreement;
- (b) the Sanction Letter;
- (c) the Security Documents;
- (d) the security trustee agreement, if any, and
- (e) Each other document designated as a Transaction Document by the Lender and the Borrower, and all other related documents/ writings as may be required to be executed to give effect to the terms of the Facility, each as may be amended, supplemented from time to time and Transaction Document means any of them as the context requires.

(B) In this Facility Agreement, unless the contrary intention appears:

- (a) Singular shall include plural and vice versa.
- (b) Words importing a particular gender shall include all gender.
- (c) Any expressions not defined herein, if defined within the General Clauses Act, 1897, shall carry the same meaning as assigned to it under the said Act or the Sanction Letter/ Facility Agreement.
- (d) The headings herein are for convenience only and shall not affect interpretation, except to the extent that the context otherwise requires.
- (e) Any reference to any enactment or statutory provision is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted.
- (f) The arrangement of clauses in this Facility Agreement shall have no bearing on their interpretation.
- (g) The words “hereunder” refer to this Facility Agreement as a whole and not to the particular section in which such word may be used;
- (h) The words “other”, “or otherwise” and “whatsoever” shall not be construed ejusdem generis or as any limitation upon the generality of any preceding words or matters specifically referred to;
- (i) All references to “month” shall mean English calendar month. All references to a quarter shall mean a period of three months commencing on 1st January, 1st April, 1st July and 1st October.
- (j) Any reference to the term “person” has the meaning given to the said term in the Income Tax Act, 1961.
- (k) All references to approval, consent, permission, authorization, concurrence, satisfaction, waiver etc. of RBL Bank shall be valid only if given in writing and before any action or omission that is stipulated to have it.

1. FACILITY AND DISBURSEMENT

- 1.1 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 in the manner and on the terms and conditions mentioned in this Agreement and its Schedule.
- 1.2 The maximum amount of Facility that may be availed by the Borrower, from time to time, shall not exceed the limit specified in the Schedule I hereunder or any such other limit as the Bank may decide at its sole discretion from time to time. RBL Bank shall be entitled to review the conduct of the Account and the performance of the obligations of the Borrower and may, at its sole discretion, or at the request of the Borrower, enhance/reduce the Facility limit available to the Borrower. Any such enhancement/reduction of the limit shall be governed by the Facility Terms and such other terms and conditions as RBL Bank may stipulate from time to time.
- 1.3 The Borrower shall not be entitled to utilize the Facility, unless the Lender has received all of the documents and other evidence listed in and complying with the requirements of the pre-disbursement conditions/conditions precedent as mentioned in the Sanction Letter, in form and manner satisfactory to the Lender. The Borrower shall ensure that all the documents and other

evidences listed as post-disbursement conditions or conditions subsequent as mentioned in the Sanction Letter, are delivered to the Lender within the relevant time period specified therein, in the form and manner satisfactory to the Lender.

- 1.4 The Facility shall, upon and as per the request of the Borrower, be disbursed / paid by RBL Bank at its discretion in one or more tranche(s) and by way of cheque, pay order, demand draft, cash or such other instrument/manner to the Borrower, provided the request of the Borrower is received by the Lender on or before 3:30 pm on any Business Day and for such amount not exceeding Available Limit.
- 1.5 During the Availability Period of the Facility, as specified in the Sanction Letter, and subject to the Borrower having strictly repaid all amounts drawn under the Facility and all other applicable amounts and charges in full, before/on the Due Date(s) as applicable, the Borrower may, at the sole discretion of RBL Bank and subject to such other terms and conditions, if any, be entitled to seek further withdrawals/disbursements of the Facility subject to the applicable maximum limit. The Facility, however, shall be subject to renewal by RBL Bank on completion of 1 year from the date of the Sanction Letter. Such renewal shall be at the sole discretion of RBL Bank and shall be subject to such further terms and conditions as may be specified by RBL Bank.
- 1.6 Notwithstanding anything to the contrary contained under the Facility Terms, and the sanction/approval/ modification by RBL Bank of the Facility applied for, the amount of the Facility (or any tranche) that may be disbursed by RBL Bank from time to time, upon requests/applications made by (or on behalf of) the Borrower, shall not exceed an amount equal to the value of the Commodities placed as security as reduced by the applicable security margin (as specified for such Commodities in the relevant lien letters) subject to there being no Event of Default having occurred and subsisting and the Borrower being in compliance with the Facility Terms.
- 1.7 Once the Sanction Letter is accepted by the Borrower along with the Key Facts Statement, the Borrower shall not be entitled to cancel the Facility or refuse to accept disbursement of the Facility (in case the disbursement is requested), except with the prior written approval of RBL Bank and shall pay RBL Bank such cancellation charges or any other charges as may be stipulated by RBL Bank.
- 1.8 In the event any monies are remaining due and payable by the Borrower to RBL Bank in respect of the Facility or otherwise, RBL Bank may, at its sole discretion, reduce the availability of the limit of the Facility and / or adjust such monies against the available limits.
- 1.9 The Borrower unconditionally agrees, undertakes and acknowledges that RBL Bank has an unconditional right to cancel the outstanding undrawn commitments under the Transaction Documents, at any time, without assigning any reasons during the tenor of the Facility and that RBL Bank shall endeavor to provide prior intimation of the same to the Borrower.
- 1.10 The Bank has a right to unconditionally cancel the Facility:
 - 1.10.1 In case the Facility/part of the Facility is not utilized by the Borrower, and /or
 - 1.10.2 In case of deterioration in the loan account in any manner whatsoever and/or
 - 1.10.3 In case of non-compliance of Facility Terms.

1.10.4 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, the 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.

1.11 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

1.11.1 subscribing to or purchasing any shares/debentures;

1.11.2 entering into any speculative transactions or activities; and

1.11.3 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. INTEREST, REPAYMENT, PREPAYMENT AND OTHER CHARGES

2.1 Interest

2.1.1 The Borrower covenants with the Bank to pay Interest on the Facility and such sum as may be due and payable by the Borrower to the Bank at such rate per annum as mentioned in Schedule and the Key Facts Statement till all the Dues are repaid by the Borrower. Interest on the Facility shall begin to accrue from the date of first disbursement of the Facility without the Bank concerning itself with the receipt of such disbursement by the Borrower/beneficiary/recipient and also with the realization of the pay order/ demand draft or the time taken for such realization.

2.1.2 The Borrower further agrees that the Bank shall at any time be entitled to change the rate of Interest, Penal 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.rbl.bank.in) 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.

2.1.3 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 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.

- 2.1.4 All Interest (including Penal Charges) and all other charges, including any interest on costs, charges, expenses, foreclosure charges (if any) shall accrue from day to day and shall be computed based on 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 up to the date of actual prepayment.
- 2.1.5 **Penal 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 Penal Charges at such rate as provided in the Schedule hereunder written, which may be subject to further revisions from time to time as per the policy of the Bank. Such obligations to pay the Penal Charges shall arise without the need for any notice thereof or demand, therefore. It is hereby clarified that payment of any Penal 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 Penal Charges shall not, in any manner whatsoever, impair or hinder the Bank's rights to seek recourse to any other remedies available with the Bank on the occurrence of an Event of Default. Such Penal 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 Dues.

2.2 Repayment

- 2.2.1 The Borrower shall repay the Facility, Interest thereon and other charges at the rate and on the Due Date(s) specified in the Sanction Letter and the Key Facts Statement. The Borrower may repay / pay monies in respect of the Facility in the manner specified in the Sanction Letter and this Agreement.
- 2.2.2 The Borrower shall make payment/repayment of the Facility and the Dues on or before the relevant Due Date(s) without any further notice/intimation being given by RBL Bank and all such amounts payable by the Borrower to RBL Bank shall be paid, at such places as RBL Bank may specify, without any deductions whatsoever (save such deductions as are required to be made from such amounts by law) so as to enable RBL Bank to fully realise the amounts due on or before the respective Due Date(s). Credit for payments by any method will be given only on realisation. The acceptance by RBL Bank of any payment which is less than the amounts due and owing at such time and/or after the Due Date(s) shall not constitute a waiver of RBL Bank's right to receive payment in full at such time or at any subsequent time or a waiver of any other rights whatsoever of RBL Bank under Facility Terms.
- 2.2.3 If the Due Date in respect of any amounts payable in respect of the Facility falls on a day which is not a Business Day, the immediately preceding Business Day shall be the Due Date for such payment.
- 2.2.4 If the Borrower defaults in making payment of the Dues to RBL Bank on the respective Due Date(s), the Borrower shall pay Penal Charges (plus applicable interest tax or other statutory levy) on all such outstanding/unpaid amounts of the Dues from the relevant Due Date till the date of payment of such entire defaulted amount.

- 2.2.5 RBL Bank may, at its absolute discretion, appropriate any payments made by the Borrower in relation to the Facility and any amounts realised by RBL Bank by enforcement of security or otherwise, towards the dues payable by the Borrower to RBL Bank under the Facility Terms and/or any other agreements whatsoever between the Borrower and RBL Bank or any other facilities and in any manner whatsoever. Notwithstanding any such appropriation by RBL Bank towards settlement of any dues payable by the Borrower to RBL Bank under any other agreements between the Borrower and RBL Bank, the Borrower shall continue to remain liable to RBL Bank for all outstanding/remaining amounts comprising the Dues.
- 2.2.6 All sums payable by the Borrower under this Agreement shall be paid free of any restriction or condition and free and clear of and without any counter-claim, set off, deduction or withholding, whether on account of tax deductions, charges, stamp duty, liability or impost or otherwise, if any, and the Borrower agrees as follows:
- (i) The Borrower shall make all payments to be made by it without any tax deduction, unless a tax deduction is required by law;
 - (ii) The Borrower shall promptly upon becoming aware that it must make a tax deduction (or that there is any change in the rate or the basis of a tax deduction) notify the Bank accordingly.
 - (iii) If a tax deduction is required by law to be made by the Borrower, the amount of the payment due from the Borrower shall be increased to an amount which (after making any tax deduction) leaves an amount equal to the payment which would have been due if no tax deduction had been required;
 - (iv) If the Borrower is required to make a tax deduction, the Borrower shall make that tax deduction and any payment required in connection with that tax deduction shall be made within the time allowed and in the minimum amount required by law;
 - (v) Within 30 (thirty) days of making either a tax deduction or any payment required in connection with that tax deduction, the Borrower shall deliver to the Bank evidence reasonably satisfactory to the Bank that the tax deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

2.3 **Prepayment**

The Borrower understands and agrees that at any time during the term of this Facility Agreement, Borrower shall be entitled to prepay to RBL Bank the Facility in whole or in part any time prior to the Due Dates with prior written approval/ consent of RBL Bank, which written approval/ consent RBL Bank may grant on such conditions as it may deem fit, including without limitation, the payment of a prepayment premium. Provided however that the Commodities shall be released to the Borrower only upon full and final payment of all the Dues to RBL Bank, to the satisfaction of RBL Bank.

2.4 **Taxes, Cost and Expenses**

- 2.4.1 The Borrower shall bear all applicable taxes, duties, costs (including stamp duty and relevant registration and filing charges and taxes (of any description whatsoever)) as may be levied from time to time by the Government or other authority and all other costs and expenses whatsoever, including but not limited to, any costs and expenses incurred by RBL Bank in

connection with/on : (a) the application for, and the grant and repayment of, the Facility, (b) the Sanction Letter, this Facility Agreement and/or any other Transaction Document, (c) recovery and realisation of the Dues, (d) the creation, enforcement and realisation of the security (including, maintaining, storing and selling/transfer of the Commodities), (e) clearance of arrears of all taxes and any other charges and levies payable to the Government in respect of the Commodities, and (f) insuring the Commodities. The Borrower shall also pay/ reimburse RBL Bank for all and any losses, damages, costs, charges, claims, expenses and liability of any kind or nature whatsoever suffered, sustained or incurred by RBL Bank in connection with any of the above matters if and when the same is required to be paid, according to the laws for the time being in force.

- 2.4.2 In the event of the Borrower failing to pay the monies referred to above, RBL Bank shall be at liberty (but shall not be obliged) to pay the same. The Borrower shall reimburse all sums paid and/or expenses incurred by RBL Bank (including by or on behalf of their representatives / consultants / appraiser) in relation to the Facility within 7 days from the date of notice of demand from RBL Bank. All such sums shall carry interest from the date of payment till such reimbursement at the rate of Default Interest.

2.5 Appropriation of Payments

2.5.1 For Standard Accounts

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:

- (i) Interest and Principal;
- (ii) liquidated damages on defaulted amounts and Penal Charges under this Agreement
- (iii) Cheque bounce charges, prepayment charge and other costs, charges, expenses, premium, incidental charges and other monies and cost incurred by the Lender in connection with this Agreement and recovery of the Dues

Notwithstanding anything contained herein above: (i) The order of appropriation maybe modified by the Lender, 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 due, the first / oldest demand EMI would be adjusted first and then the Second demand EMI and so on. Post adjustment of EMIs if any amount is still available then the charges would be adjusted if any.

2.5.2 For NPA Accounts

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

- (i) First towards principal;

- (ii) Interest, liquidated damages on defaulted amounts and Penal Charges under this Agreement;
- (iii) Cheque bounce charges, prepayment charge and other costs, charges, expenses, premium, incidental charges and other monies and cost incurred by the Lender in connection with this agreement and recovery of the Dues.

Example:

Date	EMI Amount	EMI Breakup	
		Principal	Interest
01-Jun-22	100	20	80
01-Jul-22	100	22	78
01-Aug-22	100	24	76

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

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

3. SECURITY

3.1 Creation of Security

- 3.1.1 The Facility shall be secured, *inter alia*, by a pledge of the Commodities as detailed in Schedule I hereunder, in favour of and to the satisfaction of RBL Bank or a pledge of the warehouse receipts in respect of the Commodities as detailed in Schedule I hereunder, for the due repayment of the Facility together with all interest, liquidated damages, costs, charges and expenses and all other moneys whatsoever due and payable by the Borrower to RBL Bank under this Facility Agreement or in respect of any liability undertaken by RBL Bank for the Borrower and / or which may be incurred by RBL Bank and also for the due observance, performance and discharge of all obligations arising hereunder.
- 3.1.2 The Borrower shall, when requested by RBL Bank, execute any other additional security in the form approved by RBL Bank, in favour of the RBL Bank, to effectively secure the amount of the Facility together with Interest, liquidated damages, costs, charges and expenses and all other moneys whatsoever due and payable by the Borrower to RBL Bank under this Facility Agreement or in respect of any liability undertaken by RBL Bank for the Borrower and / or which may be incurred by RBL Bank and also for the due observance, performance and discharge of all obligations arising hereunder.

- 3.1.3 The Borrower agrees that RBL Bank shall have security interests in and hold as security the Commodities by deposit of cargo, storage or warehouse receipts duly endorsed in favour of RBL Bank. The Borrower shall deliver such endorsed storage/warehouse receipts to RBL Bank.
- 3.1.4 [Within 30 days of the execution of this Facility Agreement, the Borrower shall file Form CHG - 1 in the prescribed manner with the concerned Registrar of Companies and deliver to RBL Bank a certified copy of receipts and certificate endorsing registration evidencing the filing of such forms and, unless alternate arrangements have been agreed by RBL Bank, the creation of the pledge on the Commodities /pledge of the warehouse receipts in respect of the Commodities in favour of the RBL Bank.]⁵
- 3.1.5 The Borrower agrees and undertakes that with respect to endorsed warehouse receipts deposited with RBL Bank the Borrower's liability shall not in any manner be diminished, destroyed or affected by any defect in validity and endorsement. The Borrower further confirms that the warehouse receipt endorsed in favour of RBL Bank and such endorsements made therein are genuine.
- 3.1.6 In the event that the Borrower deposits the Commodities with a warehouse either owned by the Central Warehousing Corporation ("CWC") or any State Warehousing Corporation ("SWC") or owned / operated by a warehouse owner ("**Licensed Owner**") pursuant to a license granted by the CWC or an SWC or with such person as RBL Bank may nominate as a Collateral Management Agent ("**CMA**"), then prior to availing of any drawal from RBL Bank, the Borrower shall deposit the Commodities at the said warehouse and shall create a security interest in favour of RBL Bank with respect to the Commodities. At the time of deposit of the Commodities, in the event that the CWC / SWC / Licensed Owner/ CMA as the case may be shall issue to the Borrower a warehouse/ storage receipt:
- (i) a non-negotiable receipt with respect to the Commodities deposited by the Borrower, the Borrower shall ensure that such receipt is issued in the name of RBL Bank and shall, upon the issuance of such receipt deposit the same with RBL Bank; or
 - (ii) a negotiable receipt with respect to the Commodities deposited by the Borrower, the Borrower shall ensure that such receipt shall be endorsed by the Borrower in favour of RBL Bank. Further, prior to the deposit of the Commodities, the Borrower shall obtain from RBL Bank a notice addressed to CWC / SWC / Licensed Owner as the case may be stating that the Commodities have been pledged to RBL Bank. The Borrower shall deliver such notice to the CWC / SWC / Licensed Owner as the case may be at the time of the depositing of the Commodities by the Borrower and shall obtain requisite acknowledgments from the CWC / SWC / Licensed Owner as the case may be with regard to such notice. It is clarified that it shall be the sole responsibility of the Borrower to obtain such notice from RBL Bank and obtain the said acknowledgement of the CWC / SWC / Licensed Owner as the case may be to such notice.

⁵ To be retained, if the Borrower is a Company or LLP; otherwise, shall be deleted.

Upon the issuance of any receipt by the CWC / SWC / Licensed Owner with respect to any Commodities deposited by the Borrower pursuant to this Facility Agreement, the Borrower shall forthwith, and in any event within 7 days from the date of the issuance of the said receipt, deliver the original receipt to RBL Bank for custody.

- 3.1.7 In the event that the warehouse at which the said Commodities shall be deposited shall be a warehouse duly accredited by National Commodity & Derivatives Exchange Limited (“**NCDEX**”) or Multi Commodity Exchange of India Limited (“**MCX**”) or National Spot Exchange / Ahmedabad Commodities Exchange or any other recognized commodity exchange and which are permitted to issue dematerialized warehouse receipts, the Borrower shall ensure that a dematerialized receipt representing the said Commodities deposited at such warehouse shall be issued in accordance with the provisions of the applicable law. Upon the credit of the said Commodities represented by such dematerialized receipt into the dematerialized account (“**Borrower Demat Account**”) held by such Borrower (the relevant particulars of such account shall have been duly notified in writing by such Borrower to RBL Bank prior to any drawdown of any amount of the Loan Facility by the Borrower), the Borrower shall ensure that the concerned Depository / Depository Participant with whom such Borrower Demat Account shall be held, shall record a pledge in favour of RBL Bank over the said Commodities deposited into such Borrower Demat Account. The Borrower shall further ensure that the relevant warehouse owner shall also mark a pledge in favour of RBL Bank in its records and for this purpose the Borrower shall obtain from RBL Bank a notice addressed to owner of such warehouse stating that the said Commodities in question has been pledged to RBL Bank. The Borrower shall deliver such notice to the owner of such warehouse at the time of the depositing of the said Commodities by the Borrower and shall obtain the requisite acknowledgment from such owner of the warehouse in question with regard to such notice. It is clarified that it shall be the sole responsibility of the Borrower to obtain such notice from RBL Bank and obtain the said acknowledgement of the warehouse owner in question to such notice.
- 3.1.8 RBL Bank shall have the right at any time during the period of this Facility Agreement to, either by itself, or with such person as RBL Bank may nominate as a CMA, or through any other person appointed on behalf of RBL Bank, sell or otherwise dispose of the Commodities if in the opinion of RBL Bank the value of the Commodities shall be or is being adversely affected. The Borrower hereby authorizes RBL Bank to, by itself, through its CMA or through such other person appointed, sell or otherwise dispose of the Commodities in such an instance with 5 days prior notice to the Borrower and the Borrower agree that it shall not thereafter seek any remedy against RBL Bank for such sale or disposal. The monies realized from the said sale or disposal shall be appropriated by RBL Bank to the amounts outstanding and owed by the Borrower to RBL Bank at the time of such sale or disposal. In the event of any shortfall in the amounts realized from such sale or disposal and the amounts outstanding and owed by the Borrower to RBL Bank, the Borrower shall furnish to RBL Bank such additional security as may be required by RBL Bank at its sole discretion to cover the said shortfall.
- 3.1.9 Notwithstanding anything to the contrary contained in the Facility Terms, the Borrower shall

ensure at all times during the tenor of the Facility that the value of the Commodities as reduced by the applicable security margin is not less than the amount of the Facility disbursed against such Commodities.

- 3.1.10 RBL Bank is entitled to act on behalf of the Borrower, at the Borrower's own risks and costs and take all necessary steps, actions and proceedings as RBL Bank deems fit to safeguard its interests and/or to enforce its security to receive all monies payable under or in respect of the Commodities and to give a valid receipt therefor, and apply such proceeds in accordance with the Facility Terms or such other manner as deemed fit by RBL Bank.

3.2 Continuing security

The Commodities shall continue as security for the full tenor of the Facility and until the full repayment/payment of the Dues and all covenants under the Facility Terms have been duly complied with by the Borrower. The Facility Terms shall be operative for the balance amount from time to time due by the Borrower to RBL Bank in the Account relating to the Facility and the Account shall not be considered as closed by reason of such Account being brought to credit at any time or from time to time or of its being drawn upon to the full extent and afterwards brought to credit and the Facility Terms will continue to be operative and unaffected until such relevant Facility are terminated and all monies in respect thereof are repaid in full to RBL Bank.

3.3 Maintenance of security

- 3.3.1 The Borrower shall be responsible for and ensure to safeguard and diligently manage the Commodities and do all acts, deeds and things which are necessary (or required by RBL Bank or its trustee(s) at its discretion) to preserve, protect and maintain the quality and quantity and value of the Commodities pledged with RBL Bank including but not limited to the taking of appropriate action to prevent any loss or damage to the said Commodities through inherent vice, decay, drying out, powdering, heat, heating, melting, staining, sweating, fermenting, freezing, rusting, mildew, mould, dampness, dust, oil, discolouration, evaporation, smell or taint from or contact with other agricultural goods and / or agricultural produce and / or goods and / or materials and / or fuel, putrefaction, water of any kind, rain or spray, effects of climate, drainage, leakage, wastage, loss of weight, breakage, splitting, bending, chaffing, shrinkage, hook holes, rats, mice, insects and other vermin, and fire etc.
- 3.3.2 The Borrower shall be responsible for the correctness and accuracy of the documents/ any statements as furnished to RBL Bank in connection with the said Commodities, as also for any loss, damage, shortage or deterioration of the Commodities owing to any case whatsoever. The Borrower shall arrange for proper maintenance of the Commodities to protect its market value. The Borrower further agrees that RBL Bank shall not be liable for any loss, damage or depreciation of the Commodities or any additional substation that may be made thereto while in possession of RBL Bank, CWC, SWC or Licensed Owner nor shall RBL Bank be held liable in case of theft, burglary, loss caused due to fire, floods, earthquake, riots etc. Whenever required by RBL Bank, the Borrower shall ensure transfer of and effective vesting in RBL Bank or any of its officers/its trustees/agents/representatives

or nominees, title to the Commodities. The Borrower shall keep RBL Bank informed of the true condition of the Commodities.

3.4 Further Security

3.4.1 If at any time the value of the Commodities secured falls so as to create deficiency in the security margin requirement as mentioned under the Sanction Letter and/ or under this Facility Agreement i.e. lower than the required margin as applicable from time to time, then the Borrower shall immediately, on intimation from RBL Bank, and at RBL Bank's sole discretion repay such portion of the Facility so as to ensure maintenance of adequate security cover, for the outstanding portion within two (2) days of receipt of a notice in this regard, or:

- (i) deposit with RBL Bank, such additional security as may be necessary to remove such deficiency which shall be similar in type to the Commodities; or
- (ii) shall deposit with RBL Bank such additional security in the form of cash or such other securities which may be acceptable to RBL Bank to remove the aforesaid deficiency,

failing which RBL Bank may in its discretion sell, dispose of or realize any or all the Commodities without being liable for any loss or damage in the value realized thereby.

3.4.2 Further, the Parties agree that the value of the Commodities shall be as determined by RBL Bank from time to time at its sole discretion having due regard to local market rates for similar Commodities and the Borrower hereby agrees that such determination by RBL Bank shall be conclusive, final and binding on the Borrower. RBL Bank shall be entitled at all times and from time to time to determine the quality and quantity of Commodities or any part thereof and for this purpose shall be entitled to conduct (either by itself or through any other person that RBL Bank may nominate for this purpose (including any collateral manager or any third party inspection agency that may be appointed by RBL Bank for this purpose)) all such inspections as it may deem fit on such Commodities. RBL Bank may request the Borrower to remain present during any inspection carried out as aforesaid provided however RBL Bank shall not be under any obligation to request the Borrower to remain present for any such inspection. The Borrower does hereby expressly and unconditionally agree that the lack of presence of the Borrower (or any representative of the Borrower) during the conduct of any inspection on any Commodities (or any part thereof), whether such Borrower shall have been requested by RBL Bank to remain present or not, shall not be deemed to vitiate either the inspection or the results thereof.

3.5 Enforcement of security

RBL Bank may hold and dispose of the Commodities whether or not in RBL Bank's possession or control in the event of default by the Borrower, with prior notice of 1 day to the Borrower. If the sale proceeds of the Commodities are not sufficient to cover all the Dues, the Borrower shall immediately pay the unpaid amounts remaining due to RBL Bank in such manner as RBL Bank may in its sole discretion decide.

3.6 Costs with regard to security

- 3.6.1 All costs and expenses that may be incurred by RBL Bank and arising out of the pledge of the Commodities/ pledge of warehouse receipts in respect of Commodities, shall be borne by the Borrower and the Borrower hereby agrees to reimburse the Bank the same forthwith on receipt of a notice of demand in this regard. All the said amounts shall be deemed to be part of the Dues.
- 3.6.2 The Borrower shall pay to the appropriate person all costs and expenses that may be levied on the storage of the Commodities or any part thereof with RBL Bank or the CMA.
- 3.6.3 All fees (including attorney's fees on a full indemnity basis), charges, expenses and taxes incurred in connection with the sale of Commodities shall be borne by the Borrower. The Borrower further agrees to indemnify the Bank against all claims arising out of any assertions by any third party in connection with the sale of any or all of the Commodities.

4. INSURANCE

- 4.1 The Borrower shall, at all times during the currency of the Facility and for so long as any portion of the Dues is outstanding/payable to RBL Bank, keep the Commodities fully insured, at its own costs, against such risks and for such amounts and for such period and forms as RBL Bank may require, in the joint names of RBL Bank and the Borrower or with such "loss payee" clause with such insurance company or companies of repute to be approved by RBL Bank in writing and shall deposit the copy of the insurance policy duly endorsed in favour of RBL Bank etc. with RBL Bank. The Borrower shall upon taking/renewing any such insurance policies, furnish such renewed insurance policy/ies to RBL Bank, to confirm having complied with this obligation, wherever required by RBL Bank. The Borrower shall as and when instructed by RBL Bank, assign the benefits arising out of such insurance policy in favour of RBL Bank.
- 4.2 The Borrower shall be liable to and shall ensure to make punctual payment of all premium amount and shall not do or suffer to be done any act which may invalidate such insurances and will on receipt of any moneys under the said policies, pay the same to RBL Bank which shall, at the option of RBL Bank, be applied either in reinstating or replacing the security or in repayment of the Dues.
- 4.3 In the event of any failure by the Borrower to obtain/renew such insurance policies and/or to furnish proof of the same to RBL Bank, RBL Bank may (but shall not be bound to) insure the Commodities/ renew the insurance policies at the Borrower's cost. If RBL Bank pays the insurance premium, or any other monies, for/towards the insurance of the Commodities, such amounts shall be debited to the Account and the Borrower shall reimburse all such sums paid by RBL Bank.
- 4.4 In the event of any loss or damage to the Commodities, the first claim on any insurance proceeds shall be that of RBL Bank, which proceeds shall be applied by RBL Bank towards the Dues in terms hereof or such other manner as deemed fit by RBL Bank. Further, if the claim amount settled by the insurance company is less than the total Dues outstanding and payable by the Borrower, the Borrower shall immediately pay all the balance outstanding amounts of the Dues to RBL Bank. RBL Bank shall be entitled at its sole discretion to act on the Borrower's behalf, at the Borrower's sole risk and cost, and to take all necessary steps, actions and proceedings as RBL Bank deems fit to safeguard its interests: (i) to adjust, settle, compromise or refer to arbitration any dispute arising under or in connection with any insurance and such adjustment, settlement, compromise and any

award made on such arbitration shall be valid and binding on the Borrower, and (ii) to receive all monies payable under any such insurance or under any claim made thereunder and to give a valid receipt therefor, and apply such proceeds in accordance with the terms hereof or such other manner as deemed fit by RBL Bank.

- 4.5 The Borrower shall not be entitled to raise any claim against RBL Bank, in case RBL Bank chooses not to take any action in relation to the insurance claims or proceedings and/or on the grounds that a larger sum or amount of claims/settlement might or ought to have been received or be entitled to dispute the liability of the Borrower for the balance amount of Dues remaining due after such adjustment.

5. BORROWER'S COVENANTS

- 5.1 The Borrower agrees to not enter into any agreement/ arrangement whatsoever with any person, body or authority for the transfer or disposal of the Commodities nor transfer or dispose of the Commodities in any manner whatsoever. The Borrower shall keep the Commodities free from all encumbrances, save and except for the exclusive security by way of pledge in favour of RBL Bank, and the Borrower shall not without the prior written permission of RBL Bank encumber, sell, assign, transfer or otherwise part with the ownership of the Commodities in any manner whatsoever. Where the Commodities or any portions thereof, is/are sold or disposed off by the Borrower, with prior permission of RBL Bank, the sale value of such Commodities shall be paid forthwith to RBL Bank towards repayment / payment of the Facility and all other outstanding Dues. Any such direct or indirect agreement/ arrangement, lien, charge, encumbrance, transfer or parting with ownership of the Commodities by the Borrower or the third party security provider shall be deemed to be an act of criminal breach of trust and cheating by the Borrower and RBL Bank shall be entitled in such circumstances, without any prejudice to the other rights of RBL Bank under law and/or the Facility Terms, to initiate appropriate criminal proceedings against the Borrower.
- 5.2 Wherever required or necessary in the opinion of RBL Bank, the Borrower shall obtain all required permissions and consents as are required by RBL Bank (or any of its representatives) for entering into the warehouse/storage area where the Commodities are stored/fixed/kept or for inspecting the Commodities.
- 5.3 The Borrower shall comply with all laws, rules and regulations (statutory or otherwise) relating to the Commodities including but not limited to all the Government guidelines on the stocking of commodities and undertakes to comply with all present and future guidelines issued by the (Central and State) Government on the procurement and stocking of Commodities. The Borrower further agrees to ensure to obtain, and keep effective at all times, all necessary insurance, licenses, registrations, permissions, approvals and consents for the procurement and storage of the Commodities.
- 5.4 The Borrower shall not induct a person in the capacity of director / promoter /a person in charge and responsible for the management of the affairs of the Borrower who is identified as wilful defaulter. In the event that any of the directors of the Borrower or any person in charge and responsible for the management of the affairs of the Borrower is identified as a wilful defaulter, the Borrower shall take expeditious and effective steps for removal of such director from the board of

directors of the Borrower or from being in charge of its management.

5.5 The Borrower shall ensure that each of the other Obligor (s) shall submit to the Lender all information required by the Lender to complete all "know your customer" checks required by Applicable Law.

5.6 The Borrower shall not, without prior written consent of the Lender, (a) enter into any joint venture, consortium, partnership, limited liability partnership or similar arrangement with any person; (b) enter into any transaction of merger/amalgamation, consolidation, re-organisation or reconstruction; (c) change in its constitution.

5.7 The Borrower shall promptly notify the Lender if the existing auditors cease to act as the auditors of the Borrower and the reason for such cessation and shall also promptly notify of the appointment of the new auditors.

5.8 Restricted Party

- (i) involving or for the benefit of any Restricted Party, or
- (ii) The Borrower shall not, and shall not permit or authorize any other person to, directly or indirectly, use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of any Facility or other transactions contemplated by any Security Documents to fund any trade, business or other activities:
- (iii) in any other manner that would reasonably be expected to result in the Borrower or the Lender being in breach of any Sanctions (if and to the extent applicable to either of them) or becoming a Restricted Party.

5.9 Anti-Money Laundering Laws and Anti-Bribery and Corruption Laws

The Borrower shall ensure that each Obligor conducts its business and use the proceeds of the Facility in compliance with all applicable Anti-Money Laundering Laws and Anti-Bribery and Corruption Laws in all respects, to which it may be subject.

5.10 Sanctions

- (i) The Borrower shall not and shall ensure that no Obligor shall directly or indirectly, engage in any transaction that violates any of the applicable prohibitions under any Sanctions.
- (ii) The Borrower shall not and shall ensure that no Obligor shall, directly or indirectly, use all or any part of the proceeds of any facility, or lend, make payments, contribute or otherwise make available all or part of such proceeds (or permit or authorise any of the foregoing activities) to any subsidiary, joint venture partner or other Person, to fund any activities or business with any designated person that could result in a violation of Sanctions by any Obligor.
- (iii) None of the funds or assets of the Borrower that are used to repay the facility shall constitute property of, or shall be beneficially owned directly or indirectly by, any Restricted Party and no Restricted Party shall have any direct or indirect interest in the Borrower that would constitute a violation of any Sanctions.

- (iv) The Borrower shall not fund all or part of any payment under Security Documents out of proceeds derived from transactions that violate the prohibitions set forth in any Sanctions.

6. BORROWER'S REPRESENTATIONS, WARRANTIES AND CONFIRMATIONS

- 6.1 Each of the representations, declarations, warranties and confirmations as made by the Borrower herein are, true, correct, valid and subsisting in every respect as of the date of the Sanction Letter and this Facility Agreement, and all such representations, declarations, warranties and confirmations shall survive the execution and delivery of the Sanction Letter, this Facility Agreement, the provision of the Facility and the repayment/payment in full of the Facility and all monies in respect thereof.
- 6.2 The Borrower is legally competent to contract [and lawfully constituted and existing with good standing and operating in keeping with the law.]⁶ The Borrower has taken all necessary actions and obtained all necessary permissions, consents, approvals etc as required under law for entering into and performing under this Facility Agreement and for availing of the Facility.
- 6.3 Each person executing this Facility Agreement is duly authorized by the Borrower to execute this Facility Agreement so as to bind the Borrower/ Obligors.
- 6.4 Neither the execution and delivery by the Borrower/ Obligors of this Facility Agreement nor the performance of the Borrower hereunder shall result in any breach of law or any covenant made or undertaking given by the Borrower under an agreement or arrangement with any person other than RBL Bank.
- 6.5 None of the following is in default or violation or breach of or under any law or contract-
- 6.5.1 Borrower/ Obligors;
 - 6.5.2 Borrower's directors and key managerial personnel when the Borrower is a company; or
 - 6.5.3 Borrower's/ Obligors partners when the Borrower is a partnership firm.
- 6.6 [None of the Borrowers, when a company, will be classified as sick under the Sick Industrial Companies Act, 1985.]⁷
- 6.7 Each Borrower is of good financial standing in a position to meet its on-going obligations.
- 6.8 No Borrower/ Obligors has-
- 6.8.1 filed a petition or application or initiated any action before any court, tribunal or authority for insolvency, bankruptcy, compromise, arrangement, registration as sick; and
 - 6.8.2 been served with (or threatened with) a notice of insolvency or bankruptcy.
- 6.9 No petition or application has been filed or action initiated by any person towards any of the Borrower's/ Obligors insolvency or bankruptcy or for declaration or registration as sick or

⁶ To be retained in case Borrower is an individual.

⁷ To be retained if Borrower is a body corporate.

equivalent of any Borrower.

- 6.10 The repayment / payment of Dues shall not be affected, impaired or discharged by winding up / insolvency / death /dissolution / merger or amalgamation / reconstruction or otherwise of the Borrower or take-over of the management or nationalisation of the undertaking of the Borrower, as the case may be.
- 6.11 Except to the extent disclosed to RBL Bank in writing, the Borrower has not taken any action and no other steps have been taken or legal proceedings started by or against it in any court of law / other authorities for its insolvency, administration or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of the Borrower or of any or all the Commodities.
- 6.12 The Borrower confirms that he has a clear, absolute and marketable title to the Commodities, free from all encumbrances, claims attachments or any third party rights whatsoever;
- 6.13 The Borrower shall avail of and utilize Facility in terms of this Facility Agreement and the Transaction Documents and in a manner as envisaged under the Transaction Documents and this Facility Agreement.
- 6.14 Except to the extent disclosed to RBL Bank, no director of RBL Bank is a guarantor of the Borrower and no directors of any other bank holds substantial interest or is interested as director or as a guarantor of the Borrower/ Obligors and no Relative (as specified by RBI) of a Chairman/ Managing Director or director of banking company (including RBL Bank) or a Relative of senior officer (as specified by RBI) of RBL Bank is a guarantor of the Borrower/ Obligors.
- 6.15 The Borrower/ Obligors shall promptly deliver to RBL Bank copies of all documents issued by the Borrower to all its creditors (or any general class of them) at the same time as they are issued and such statements / information / accounts / records / reports / documents, financial or otherwise, as may be required by RBL Bank from time to time in relation to the Facility, the Borrower's/ Obligor's business and operations, assets etc. within the period specified by RBL Bank.
- 6.16 The Borrower/ Obligors shall promptly notify RBL Bank of:
- 6.16.1 The occurrence of any event or the existence of any circumstances, which constitutes or results in any declarations, representation, warranty, confirmation or acknowledgement under the Facility Terms being or becoming untrue or incorrect in any respect.
 - 6.16.2 Any material loss or damage to any of the Commodities due to any event, circumstance or Act of God.
 - 6.16.3 Any circumstances and conditions which have/may have a Material Adverse Effect.
 - 6.16.4 Any action or steps taken or legal proceedings started by or against it in any court of law for its winding-up, dissolution, insolvency, bankruptcy, administration or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of/over the Borrower/ Obligors or of/over any of the Commodities.
 - 6.16.5 Any litigation, arbitration, administrative or other proceedings initiated or threatened against the Borrower/ Obligors or its property or any of the Commodities.

6.17 The Borrower shall:

- 6.17.1 Not later than 7 days from the occurrence of any of the following events, notify RBL Bank in writing with full details of the same: (a) death of any of the Borrower/ Obligors (or any of its partners/trustees/directors); and (b) any changes, whatsoever, in the constitution and/or the authorised signatory, of the Borrower/ Obligors, (c) any theft or removal or loss/damage of the Commodities.
 - 6.17.2 Comply with all laws applicable to or binding on it or its business and operations including but not limited to laws relating to protection of the environment.
 - 6.17.3 Not undertake or permit any merger, de-merger, consolidation, re-organisation, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction, including creation of any subsidiary or permit any company to become its subsidiary without prior consent of RBL Bank.
 - 6.17.4 Continue to maintain its/their existence or constitution, corporate or otherwise, and right to carry on its/their business and operations and ensure that it/they has/have the right and is/are duly qualified to conduct its/their business and operations as it is conducted in all applicable jurisdictions and obtain and maintain all franchises and rights necessary and all authorisations, statutory or otherwise required for the conduct of its/their business and operations in such jurisdictions (including environmental / pollution control clearances).
- 6.18 The Borrower/ Obligors hereby agrees that the benefit of all representations, warranties and covenants given herein by the Borrower to RBL Bank shall also be available to any security agent and / or trustee appointed by RBL Bank with respect to the Commodities including but not limited to the CMA.
- 6.19 None of the directors and/or promoters of the Borrower and/or any person in charge and responsible for the management of the affairs of the Borrower appear in the list of wilful defaulters.
- 6.20 Neither Obligor(s) nor any of their respective directors/ partners/ promoters/ guarantor/ a person in charge and responsible for the management of the affairs of the Obligor(s)/ trustees (as may be applicable) or Affiliates or any of the Borrower's subsidiary company/ joint venture/ associate company (a) are on the RBI's defaulters/ caution list; or (b) are on the Lender's defaulters list; or (c) have been engaged in the financing of terrorism; or (d) no bank or financial institution has applied to the RBI to declare them as a wilful defaulter; or (e) is/are a director / partner / member / trustee/ a person in charge and responsible for the management of the affairs of a company / firm / association of persons / trust, as the case may be, which appears in the list of wilful defaulters; or (f) appear in the list of wilful defaulters.
- 6.21 The Borrower has at all times conducted its business in compliance with applicable anti-money laundering laws and anti-bribery and corruption laws. The Borrower or any other person acting for or on behalf of the Borrower is/are not subject to any litigation, arbitration or administrative, regulatory or criminal proceedings or investigation with regard to any violation of any anti-money laundering laws or any anti- bribery and corruption laws.
- 6.22 The directors/promoters/partners of the Borrower are not related to any of the directors/senior officers of the Lender.

- 6.23 None of the Directors of the Lender or their Relatives is interested in any member of the Borrower's Group as director, managing agent, manager, employee, partner or guarantor or holder of Substantial Interest.
- 6.24 None of the directors or Relatives of a director of other banks, is interested in the Borrower as director or guarantor or holder of Substantial Interest.
- 6.25 None of the Borrower's directors, is a Relative of any Specified Senior Officer of any bank or Specified Senior Officers of any bank or Relatives, is interested in the Borrower as director or guarantor or holder of Substantial Interest.
- 6.26 The Borrower shall keep proper books of account as required under Applicable Law. Upon the request of the Lender, the Borrower shall provide the Lender and any of its representatives, auditors, professional advisers, and contractors with access to and permit them to, at the cost of the Borrower, to examine and inspect of the books and records, office premises of the Borrower. The Borrower hereby provides its consent to the Lender to conduct an audit of the Borrower's books of accounts, office premises and other relevant records in relation to the Facility, at such intervals and frequency, as the Lender deems fit, through such internal or external auditor(s) as may be appointed by the Lender. 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. The Borrower hereby acknowledges and agrees that the Lender may require a specific certification from the Borrower's statutory auditors with a view to monitor end-use of the Facility and therefore, the Borrower hereby authorizes the Lender to directly issue any directions or requests to the Borrower's statutory auditors for the said purpose and the costs of such mandate or direction to be borne by the Borrower, for which the Lender shall have a right to recover the same from the Borrower. The Borrower also confirms that it shall provide necessary intimation to its auditors regarding the said right granted to the Lender and the Borrower shall also ensure to arrange for such relevant certification from its statutory auditors as may be required by the Lender from time to time. This clause does not restrict and is without prejudice to the Lender's right to engage its own auditors for such specific certifications without relying on the certifications given by the Borrower's statutory auditors.
- 6.27 The Borrower shall ensure that each of the Obligor(s) supply to the Lender, promptly and in any case within 7 (Seven) Business Days of request, any information reasonably requested by the Lender in connection with the Facility or the Security Documents.
- 6.28 Neither the Borrower, nor its subsidiaries or joint ventures, nor any of its respective directors, officers or employees nor any persons acting on any of its behalf:- (a) is a Restricted Party; or (b) has received notice of or is aware of any claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority.
- 6.29 The Obligor(s) or any other person acting for or on behalf of the Obligor(s) is/are not subject to any litigation, arbitration or administrative, regulatory or criminal proceedings or investigation with regard to any violation of any Anti-Bribery and Corruption Laws and Anti-Money Laundering Laws.

6.30 The Obligor(s) ensures compliance in all respects with Applicable Law including Anti-Bribery and Corruption Laws, Tax laws and Anti-Money Laundering Laws.

7. EVENTS OF DEFAULTS

7.1 The occurrence of any one or more of the following events shall constitute an Event of Default:

- 7.1.1 Default (including, but not limited to, any failure to pay an amount when due to RBL Bank or to any other person) has occurred in the performance of any obligations by the Borrower/ Obligors under the Facility Terms.
- 7.1.2 Any of the Borrower's/ Obligor's failure to meet with an obligation under or arising out of law or any contract. Breach of any covenant, undertaking, representation, warranty, declaration or confirmation under the Facility Terms has occurred / been committed, and/or the Borrower/ Obligors has/ have committed any fraud and/or failed to submit any material information as required under the Facility Terms.
- 7.1.3 The Borrower/ Obligors has/ have, or there is a reasonable apprehension that the Borrower 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/ Obligors has/ have taken or will take any action for the Borrower's re-organisation, 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 Commodities and/or any other properties of the Borrower/ Obligors or if an attachment or distraint has been levied on the Commodities or the Borrower's/ Obligor's assets or any part thereof or certificate proceedings have been taken or commenced for recovery of any dues from the Borrower/ Obligors or if one or more judgements or decrees have been rendered or entered against the Borrower/ Obligors or death of the Borrower.
- 7.1.4 If there is any deterioration or impairment of the Commodities or any part thereof or any decline or depreciation in the value or market price thereof (whether actual or reasonably anticipated), which causes the Commodities in the judgment of RBL Bank to become unsatisfactory as to character or value or any part thereof.
- 7.1.5 If the Borrower / Obligors, without prior written consent of RBL Bank, attempt or purport to create any charge, mortgage, pledge, hypothecation, lien or other encumbrance over the Commodities or any part thereof or on any other property belonging to the Borrower/ Obligors which shall have been given as security by the Borrower to RBL Bank for the performance of its obligations under this Facility Agreement or any other financing agreement entered into between the Parties for the repayment of the Dues.
- 7.1.6 If any circumstance or event occurs which is prejudicial to or impairs or imperils or jeopardize or is likely to prejudice, impair, imperil, depreciate or jeopardize the said Commodities given by the Borrower/ Obligors or any part thereof including but not limited to the occurrence of any Act of God or, in the event that the said Commodities or any part

thereof shall consist of any agricultural corps.

- 7.1.7 If any circumstance or event occurs which would or is likely to prejudicially or adversely affect in any manner the capacity of the Borrower to repay the Facility or any part thereof including but not limited to any drawal on the relevant Due Date.
- 7.1.8 If the Facility or any part thereof is utilized for any purpose other than the purpose for which it is applied by the Borrower and sanctioned by RBL Bank and detailed in the Schedule.
- 7.1.9 If the Borrower/ Obligors 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/ Obligors required or essential for its business or operations are damaged or destroyed or there occurs any change from the date of Sanction Letter/ this Facility Agreement in the general nature or scope of the business, operations, management or ownership of the Borrower/ Obligors, which could have a Material Adverse Effect.
- 7.1.10 The title of the Borrower/ Obligors to the Commodities or any part thereof is defective, or challenged by any person, in any manner and/or the Commodities or any part/s thereof is found to be spurious or of inferior quality. If the security on the Commodities for the Facility is in jeopardy or ceases to have effect or becomes illegal, invalid, unenforceable or otherwise fails or ceases to be in effect.
- 7.1.11 Any government, governmental authority, agency, official or entity takes or threatens any action: (a) for dissolution of the Borrower/ Obligors, or any action which deprives or threatens to deprive the Borrower/ Obligors: (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 authorisation or to impose onerous conditions on the grant or renewal of any authorisation; (c) with a view to regulate, administer, or limit, or assert any form of administrative control over the rates applied, prices charged or rates of return achievable, by the Borrower/ Obligors in connection with its business, which in each case could have a Material Adverse Effect.
- 7.1.12 It is or becomes unlawful or impossible for the Borrower/ Obligors (including RBL Bank) to perform any of their respective obligations under the Facility Terms.
- 7.1.13 Any of the representations or warranties made by the Borrower hereinabove or information provided by the Borrower while requesting for the Facility being or becoming incorrect or untrue.
- 7.1.14 If the Borrower/ Obligors suspends its business operations or the Borrower's/ Obligor's business operations being interrupted or stopped or considerably affected for any reason other than the Act of God;
- 7.1.15 The Borrower's/ Obligor's failure to observe any of the terms and conditions of the Facility Documents.

7.1.16 If the Borrower/ Obligors, without prior written consent of RBL Bank-

- (i) makes a material change into to its line of business; or
- (ii) materially amends or alters its constitution documents (such as Memorandum of Association and Articles of Association in case Borrower/ Obligors is a company and Partnership Deed when the Borrower is a partnership firm); or
- (iii) allows material change to its ownership or of the key managerial persons.
- (iv) Change in capital structure/ control.

7.1.17 If there exist any other circumstances which jeopardize RBL Bank's interests.

7.1.18 An Event of Default howsoever described (or any event which with the giving of notice, lapse of time, determination of materiality or fulfilment of any other applicable condition or any combination of the foregoing would constitute an event of default) occurs under any agreement or document relating to any indebtedness of the Borrower/ Obligors or if any other lenders of the Borrower/ Obligors including financial institutions or banks (including RBL Bank or any of its group companies) with whom the Borrower/ Obligors has entered into agreements for financial assistance have recalled its/their assistance or any part thereof

7.1.19 One or more events, conditions or circumstances (including any change in law) occur or exist, which in the sole opinion of RBL Bank, could have a Material Adverse Effect.

7.2 The Borrower/ Obligor shall promptly notify RBL Bank in writing upon becoming aware of any default and any event which constitutes (or, with the giving of notice, lapse of time, determination of materiality or satisfaction of other conditions, would be likely to constitute) an Event of Default and the steps, if any, being taken to remedy it.

7.3 The decision of RBL Bank as to whether or not an Event of Default has occurred shall be final and binding upon the Borrower/ Obligor.

8. RIGHTS AND REMEDIES OF RBL BANK

8.1 On the happening of any of the Events of Default, RBL Bank may, by a notice in writing to the Borrower and without prejudice to the rights and remedies available to RBL Bank under the Facility Terms or otherwise: (a) call upon the Borrower to immediately pay all the Dues, whereupon the same shall become immediately due and payable; and/or (b) declare the security, on the Commodities to be enforceable; and/or (c) stop/withdraw or recall the Facility; and/or (d) enforce its rights under the Security Documents and/or (e) appoint authorised recovery agent(s)/ agency to approach for recovery of dues in terms of Sub-Clause 4 below and/or (e) exercise any or all of its rights, remedies, powers or discretions under the Transaction Documents or Applicable Law or equity . RBL Bank, its representatives and/or such other person in favour of whom such security or any part thereof is created, shall have, inter alia, the right to take all such steps as are deemed necessary by RBL Bank to enforce the security and sell the Commodities and recover all outstanding amounts of the Dues. Provided, with 1 day of prior notice to the Borrower.

8.2 The Bank shall have the right to convert, all outstanding loan dues, either in part or full, and whether

the same is due or not, into fully paid-up equity shares of the Borrower in accordance with the provisions of the Applicable Law.

- 8.3 Appoint an observer in the Borrower or a nominee director on the board of directors of the Borrower and any expenditure incurred by the Lender and/ or the observer/nominee director in connection with such appointment shall be borne by the Borrower. Such observer/nominee director shall (i) not be required to hold qualification shares nor be liable to retire by rotation, (ii) be appointed a member of committees of the board of directors of the Borrower, if so desired by the Lender, (iii) be entitled to all the rights, privileges and indemnities of other directors including the sitting fees and expenses as are payable by the Borrower to the other directors, and right to receive all notices, agenda, etc. and to attend all general meetings and meeting of the board of directors of the Borrower and meetings of any committees of the board of directors of the Borrower.
- 8.4 The Borrower acknowledges and agrees that the Lender, 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 Lender 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.
- 8.5 RBL Bank shall be entitled, at the sole risk and cost of the Borrower, to engage one or, more person(s) to collect the Dues and/or to enforce the security and/or sell any secured assets, and RBL Bank may (for such purposes) furnish to such person(s) such information, facts and figures pertaining to the Borrower and the security and/or the Commodities, as RBL Bank deems fit. RBL Bank may also delegate to such person (s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith, or incidental thereto, as RBL Bank deems fit.
- 8.6 RBL Bank shall be entitled, at its sole discretion, to act on the Borrower's sole risk and cost, and to take all necessary steps, actions and proceedings as RBL Bank deems fit to safeguard its interests and/or to enforce the security created in its favour and to receive all monies payable under or upon such enforcement and to give a valid receipt therefor on behalf of the Borrower, and to apply such proceeds in accordance with the terms hereof or such other manner as deemed fit by RBL Bank. In the event that RBL Bank shall become entitled to enforce the Commodities in accordance with the provisions of this Facility Agreement, the Borrower, do hereby unconditionally authorize and empower RBL Bank and its respective officers and employees to sell, transfer, assign and /or absolutely to dispose of the Commodities or any part thereof by public or private sale or in such other manner as they may see fit at their sole discretion after giving 7 (seven) days prior written notice of the same to the Borrower of such sale, transfer, assignment and / or disposal and to adjust the proceeds of such sale, transfer, assignment and / or disposal against any amounts due and payable by the Borrower to RBL Bank as the Dues.
- 8.7 RBL Bank shall not be liable for any loss or damage or diminution in value sustained / realised thereby or for any loss or diminution in value of, the Commodities on any account whatsoever by reason of exercise or non-exercise of any rights and remedies available to RBL Bank as aforesaid. The Borrower shall also not be entitled to raise any claim against RBL Bank on the grounds that a

larger sum or amount might or ought to have been received from the Commodities or be entitled to dispute the liability of the Borrower for the balance amount of Dues remaining due after adjustment thereof in accordance with the Facility Terms.

- 8.8 Notwithstanding anything to the contrary contained in this Facility Agreement or any other agreement, arrangement, document or other writings entered into by the Borrower with RBL Bank, the Borrower does further authorize RBL Bank to, either by itself or through the CMA, notwithstanding the repayment by the Borrower of any amounts that may be due and payable under this Facility Agreement or otherwise as the dues, hold and retain and dispose of the said Commodities as security for any other debt or liability owing by the Borrower to RBL Bank on any account whatsoever whether solely or jointly with others and whether as principal debtor or surety and to sell the Commodities and appropriate or apply the sale proceeds after deducting the charges, expenses commission, etc., towards such debts or liabilities. The Borrower does hereby authorize and empower RBL Bank to create any additional security interest by any means whatsoever on or over the Commodities as security for any other debts or liabilities as aforesaid.
- 8.9 In addition to RBL Bank's various rights as specified in the preceding provisions above, RBL Bank shall also be entitled to appoint any person engaged in technical or any other consultancy business or any collateral manager to inspect and examine the Commodities of the Borrower and to report to RBL Bank.
- 8.10 Notwithstanding any suspension or termination of the Facility or the existence of a credit balance or "nil" balance in the Accounts at any time or any partial payment or fluctuation of the Accounts or any interim repayment of any tranches of the Facility or any part thereof either after demand has been made by RBL Bank or otherwise, all rights and remedies of RBL Bank as per the Facility Terms shall continue to survive throughout the tenor of the Facility and until the receipt by RBL Bank of the Dues in full.
- 8.11 RBL Bank 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 Commodities, 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 RBL Bank and/or its group companies (whether by way of security or otherwise pursuant to any contract entered/ to be entered into by the Borrower in any capacity) to the extent of all outstanding dues, whatsoever, arising as a result of any of RBL Bank's or its group companies' services extended to and/or used by the Borrower and/or as a result of any other facilities that may be granted by RBL Bank and/or its group companies to the Borrower. RBL Bank and/ or its group companies are entitled without any notice to the Borrower to settle any indebtedness whatsoever owed by the Borrower to RBL Bank 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 RBL Bank 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. RBL Bank's and its group companies' rights hereunder shall not be affected by the Borrower's bankruptcy, 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.

8.12 In addition to the above mentioned right or any other right which RBL Bank and its group companies may at any time be entitled whether by operation of law, contract or otherwise, RBL Bank shall be entitled to: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Borrower with or to any branch of RBL Bank and/or its group companies; (b) to sell the Commodities and/or any of the Borrower's securities or properties held by RBL Bank by way of public or private sale without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived therefrom the total amounts outstanding to RBL Bank and/or its 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 RBL Bank and/or its group companies.

8.13 The rights, powers and remedies given to RBL Bank by this Facility Agreement shall be in addition to all rights powers and remedies given to RBL Bank by virtue of any other security, statute, or rule of law or under any provision of law. All or any of the rights as available to RBL Bank in the Facility Terms may also be exercised by the trustee(s) for RBL Bank or its representatives.

9. CONSENT FOR DISCLOSURE

9.1 The Borrower hereby gives/ give consent to the Lender to disclose information and data relating to the Borrower, Facility, or any credit facility availed of or to be availed of by the Borrower and details pertaining to transactions under such credit facility, obligations assumed or to be assumed by the Borrower in relation thereto and default, if any, committed by the Borrower in discharge thereof to any third party including but not limited to information utilities appointed under the Insolvency and Bankruptcy Code, 2016, credit reference agencies, RBI, Income Tax Authorities, credit bureau, credit rating agencies, databanks, other banks, financial institutions, Lender's service providers/vendors or auditors or any other government or regulatory authorities, statutory authorities, quasi-judicial authorities. The Borrower also agrees and understands that RBI, CIC and any other agency so authorized may use and process the said information and data disclosed by the Lender in the manner as deemed fit by them and furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.

9.2 The Borrower hereby further agrees as a pre-condition of the Facility given to the Borrower by the Lender that, in case the Borrower commits a default in the repayment of the Facility or in the repayment of Interest thereon or any of the agreed instalment of the Facility on the due date(s), the Lender and/or the RBI will have an unqualified right to disclose or publish the Borrower's name or the name of its director/s or partner/s or of person in charge and responsible for the management of affairs the Borrower or the name/s of the guarantor/s as defaulter/s (including as willful

defaulter(s)) in such manner and through such medium as the Lender or RBI in their absolute discretion may think fit.

9.3 The Bank may disclose to a potential assignee or to any person who has entered or may enter into contractual relations with the Bank in relation to this Agreement or otherwise, such information about the Borrower, as the Bank may deem appropriate.

9.4 The Borrower hereby gives specific consent to the Bank/Lender for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ("Insolvency Code") read with the relevant Regulations/ Rules framed under the Insolvency Code, as amended and in force from time to time and as specified there under from time to time, in respect of the Credit/ Financial facilities availed from the Bank/ Lender, from time to time, to any 'Information Utility' ("IU") as defined in Section 3 (21) of the Insolvency Code, in accordance with the relevant Regulations framed under the Insolvency Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the financial information submitted by the Bank/Lender, as and when requested by the concerned IU.

10. POWER OF ATTORNEY

The Borrower hereby irrevocably appoints RBL Bank to be its attorney or attorneys, and in the name and on behalf of the Borrower to act and execute all deeds and things which the Borrower is authorised to execute and do under the covenants and provisions herein contained and generally to use the name of the Borrower in the exercise of all or any of the powers conferred by these presents or by law conferred on RBL Bank and also to execute on behalf of the Borrower, at the cost of the Borrower, such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove and also for preservation, enforcement and realisation of the Commodities granted as security for the Facility and the Borrower shall bear the expenses that may be incurred by RBL Bank in that behalf as provided in these presents.

11. INDEMNITY

The Borrower shall, within 2 (two) Business Days from demand by the Lender, indemnify the Lender against any cost, loss or liability incurred by the Lender in connection with the Transaction Documents as a result of (a) the occurrence of any Event of Default; or (b) any enquiry, investigation initiated by any governmental authority or litigation with respect to the Borrower or with respect to the transactions contemplated or financed under the Transaction Documents; or (c) funding, or making arrangements to fund the Facility requested by the Borrower in its utilisation request; or (d) a Facility (or part of a Facility) not being prepaid in accordance with a notice of prepayment given by the Borrower, if permitted under the Transaction Documents. Each indemnity in each Transaction Document shall

constitute a separate and independent obligation from the other obligations in that or any other Transaction Document; give rise to a separate and independent cause of action

12. COSTS AND EXPENSES

The Borrower shall bear and promptly on demand pay all costs and expenses including but not limited to any stamp duty costs, any fees or costs payable to any third party/consultant/legal counsel, in relation to enforcement of any rights hereunder (including any differential stamp duty which is required to be paid at the time of enforcement) or any other costs for the protection and preservation of whole or any part of the Security, each, in relation to the Facility and all such sums incurred or paid by the Lender in connection with and incidental to such legal costs and expenses. The Borrower agrees to pay to the Lender the amount of any costs incurred by the Lender or any of its Affiliates as a result of change in, or any change in the interpretation, administration or application of, any Applicable Law or regulation; compliance with any Applicable Law or regulation made effective after the date of this Agreement; and/or additional solicitors 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.

13. 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@rbl.bank.in] or call the Bank on [+91 22 6232 7777]. Customer Grievance redressal process and escalation matrix is available under the policy section on RBL Bank website www.rbl.bank.in

14. MISCELLANEOUS

- 14.1 The Borrower shall, from time to time, issue or execute in favour of RBL Bank and/or its nominee(s) such deeds, powers of attorney and other documents and writings as may be required by RBL Bank at its discretion for protection of the security and/or any of its rights under the Facility Terms.
- 14.2 The Borrower's liability for repayment of the Dues shall, in cases where more than one Borrower has jointly applied for the Facility, be joint and several.
- 14.3 The Borrower shall, as and when instructed by RBL Bank, submit post-dated cheques drawn in favour of RBL Bank, towards repayment of the Facility and interest thereon.
- 14.4 The entries made in the account books / records of RBL Bank maintained in accordance with its usual practice and in compliance with the statutory requirements and/or any statement signed by a designated officer of RBL Bank, with respect to the Dues, shall be final and binding on the Borrower. Such entries and/or statements shall be conclusive evidence of the existence and amount of outstanding obligations of the Borrower as therein recorded in respect of the Facility and the Dues.

- 14.5 All notices or other communications under or in connection with the Dues and/or the Facility Terms shall be given in writing and, unless otherwise stated may be made by letter or e-mail. Any such notice or other communication will be deemed to be effective: (i) if sent by letter, when delivered personally or if dispatched by post, when recall of the letter is outside the control of the sender; (ii) if sent by e-mail, when sent (on receipt of confirmation of sent mail); and. Provided, however, that no notice or communication to RBL Bank shall be effective unless actually received and acknowledged by RBL Bank. Notices or communication may be made to: (i) the Borrower's address, e-mail to which notices are to be sent (as specified in the Schedule I), and (ii) RBL Bank's address, e-mail (as specified in the Schedule I, or to such other address, e-mail as may be designated by the Borrower and RBL Bank in writing to each other. The Borrower hereby indemnifies and agrees to keep indemnified RBL Bank, on demand, from and against any and all claims, liability, loss, damage, costs, levies, charges and expenses, court fees or other fees (including as between attorney and client) incurred by RBL Bank arising out of or relating to: (a) reliance upon any e-mail; (b) any submission received by RBL Bank, that RBL Bank in good faith, believes to be an e-mail from the Borrower; (c) any unauthorized or fraudulent e-mail received by RBL Bank; and (d) RBL Bank honouring or complying or refusing to honour or comply with any telephone instructions confirming the e-mail. The Borrower also agrees and undertakes to execute any other document/s indemnifying RBL Bank, in such form and manner as may be required by RBL Bank from time to time.
- 14.6 In the event of any failure by the Borrower to notify RBL Bank in writing of any changes in its contact address or details, service of a notice/ correspondence to the address specified in the Sanction Letter or last given by the Borrower, shall be deemed to be proper and sufficient service on the Borrower irrespective of whether or not such notice shall be returned "unserved" to RBL Bank. A notice in the newspaper available in the area of residence or work of the Borrower, if so published by RBL Bank, at its sole discretion, shall be sufficient notice to the Borrower from the date of its publications. However, a notice in a newspaper shall not be effective against RBL Bank unless acknowledged by RBL Bank.
- 14.7 The Borrower shall not assign or transfer all or any of its rights, benefits or obligations under the Facility Terms without the approval of RBL Bank. RBL Bank may, at any time, novate, sell, assign, securitise or transfer all or any of its rights, benefits and obligations under the Facility Terms to any person and in such manner and on such terms and conditions, as RBL Bank may at its sole discretion decide. Any such sale, novation, assignment, securitisation or transfer shall conclusively bind the Borrower and all other concerned persons. Notwithstanding any such sale, novation, assignment, securitisation or transfer, the Borrower shall, unless otherwise notified by RBL Bank, continue to make all payments under the Facility Terms to RBL Bank and all such payments when made to RBL Bank shall constitute a full discharge to the Borrower from all its liabilities in respect of such payments.
- 14.8 Without prejudice to the aforesaid provisions, RBL Bank may (at its sole discretion), without notice to the Borrower, share the credit risk of the whole or a part of the Facility with any other person by way of participation. Notwithstanding such participation, all rights, title, interests, special

status and other benefits and privileges enjoyed or conferred upon or held by RBL Bank under the Facility Terms shall remain valid, effective and enforceable by RBL Bank on the same terms and conditions and the Borrower shall continue to discharge in full all its obligations under the Facility Terms to RBL Bank. The Borrower shall not have and shall not claim any privity of contract with such person on account of any reason whatsoever.

- 14.9 Any provision of the Facility Terms, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of the prohibition or unenforceability but that shall not invalidate the remaining provisions of the Facility Terms or affect such provision in any other jurisdiction.
- 14.10 No delay in exercising or omission to exercise any right, power or remedy accruing to RBL Bank upon any default or otherwise under the Facility Terms shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of RBL Bank in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of RBL Bank in respect of any other default. The rights of RBL Bank under the Facility Terms may be exercised as often as necessary, are cumulative and not exclusive of their rights under the general law and may be waived only in writing and specifically and at RBL Bank's sole discretion.
- 14.11 This Facility Agreement shall be governed by Indian law and all disputes arising out of or in connection thereof would be subject to the jurisdiction of courts at the place where the Facility is granted, and as more particularly mentioned in Schedule 1 herein, subject to RBL Bank's right to initiate proceedings hereunder at any other place of its choice.
- 14.12 The Borrower agrees and confirms the terms and conditions of the Sanction Letter, as may be amended, supplemented, renewed from time to time, should be in addition and be read in conjunction with this Agreement. In the event of any conflict between the corresponding provisions of the Sanction Letter and this Agreement with respect to the same subject matter, the terms and conditions specified in the Sanction Letter shall prevail to the extent of such conflict; however, this shall not affect applicability and enforceability of any other provisions contained either in this Agreement or in the Sanction Letter, whether or not such provisions are explicitly mentioned in the other document.

SCHEDULE 1

PART A

Item. no.	Particulars	Details
1)	Place of Facility Agreement	

2)	Date of Facility Agreement	
3)	Name of the Borrower	
4)	Pan No. of the Borrower	a) Borrower-
5)	Address of the Borrower and for the purpose of service of Notices	
6)	Address of the lending Branch Office of RBL Bank Ltd. and for the purpose of service of Notices	
7)	Type of Facility	Revolving short term facility.
8)	Number of Tranches	Multiple
9)	Purpose of the Facility	Short term working capital.
10)	Date and details of Sanction Letter	
11)	Availability Period of the Facility	As set out in the Sanction Letter or such period as be extended by the Lender from time to time.
12)		
13)	Security	<i>Pledge of below mentioned Commodities/ Pledge of warehouse receipts in respect of Commodities mentioned below.</i> <i>[Please Insert details of other Security if applicable]</i>
	(a) Details of Security offered	
	(b) Details of Commodities	

14)	Borrower Group	Borrower, its Holding Company and Subsidiary Companies, <i>[and any/all group entity(ies) and/or Affiliate(s) and/or an associate company(ies) and/or promoter(s), of the Borrower]</i> ⁸
	Place of Jurisdiction	

PART B

KEY FACTS STATEMENT

(Warehouse Receipt Loan)

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

The Key Fact Statement (KFS) of the loan between the Borrower 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/Constitution

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

Name	S/o D/o W/o	Address/Email/Mobile No.	PAN Number	Age/Constitution

KEY DETAILS

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"/> Others ----- (please specify)
4	Facility Type- Facility Amount/ Limit No of Tranches of disbursement	Revolving short term facility Multiple
5	Purpose	Short term working capital.
6	Limit Validity	

	Limit Review/ Renewal Date	
	Availability Period of the Facility	As set out in the Sanction Letter or such period as be extended by the Lender from time to time.
7	Interest Type	<input type="checkbox"/> Fixed Rate <input type="checkbox"/> Floating Rate
8	Rate of Interest	Fixed Rate: -----% p.a. Floating Rate: -----% p.a. (External Benchmark Rate----- %+Spread-----%)
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
11	Fees payable*	
	a) Processing fee	Max of 1% of limit amount upfront or to be charged at every disbursement tranche
	b) During the term of the facility	1. Issuance of duplicate NDC/NOC- INR 250/- per instance 2. Charges of CIBIL Report copy- INR100/- per instance 3. Legal, Repossession & Incidental Charges- At Actuals
	c) Fee refundable if Facility not sanctioned/disbursed	Not Applicable
	d) Conversion charges for switching from floating to fixed interest and vice-versa	Not Applicable
	e) Overlimit utilisation charges	0.15% of Peak Overlimit utilization during a month
	f) Overdue Charges	0.15% of Overdue Interest/Principal
	g) Collateral Manager (CM) Charges	As per actuals; as agreed between CM and the Borrower on case to case basis
	h) Other one-time Charges (Non Refundable)	1. Insurance Premium- At the time of disbursement 2. Agreement franking/Stamp duty charges as per actuals.

12	Interest demand frequency & due date	Details	Facility		
		First Interest application date			
		Frequency of interest application			
13	Date on which annual outstanding balance statement will be issued	On demand by the borrower.			
14	Details of Security (Assets)	Pledge of below mentioned Commodities/ Pledge of warehouse receipts in respect of Commodities mentioned below. [Please Insert details of other Security if applicable] _____			
	Details of Commodities				
15	Details of Guarantee/ Contractual Comfort	• Name of Personal Guarantor 1 ----- 2 -----			

		<ul style="list-style-type: none"> • Name of Corporate Guarantor 1 ----- 2-----
16	Other Terms	As per Sanction Letter

*Applicable GST and other taxes to be levied

IN WITNESS WHEREOF the Borrower has signed and delivered this Facility Agreement

SIGNED AND DELIVERED BY

Partnership Firm:

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

All partners of M/s. _____

the **Borrower** within-named

Company:

Mr./Ms. _____

Mr./Ms. _____

Directors / _____ of the **Borrower** in pursuance of

the Board Resolution dated _____

Limited Liability Partnership:

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

All partners of M/s. _____

the **Borrower** within-named

Sole Proprietary Firm:

Mr./Ms. _____

Sole Proprietor/Proprietress of M/s. _____

the **Borrower** within-named