SAHAYYA FINSERVE

Loan Agreement

APPLICANT NAME: _____

LOAN ACCOUNT NUMBER: _____

General Terms and Conditions

PLEASE READ THE FOLLOWING GENERAL TERMS AND CONDITIONS CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A MANDATORY DISPUTE RESOLUTION CLAUSE.

BY ACCEPTING AND SIGNING THESE GENERAL TERMS AND CONDITIONS, YOU ARE DEEMED TO HAVE READ, UNDERSTOOD AND IF NECESSARY, IN VERNACULAR BEEN EXPLAINED IN DETAIL OF YOUR RIGHTS AND OBLIGATIONS AND YOU UNCONDITIONALLY ACCEPT, WITHOUT ANY LIMITATION OR QUALIFICATION, THESE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN, WHICH SHALL BE BINDING ON YOU.

Please contact us support@sahayyafinserve.com for any queries.

1. GENERAL, DEFINITIONS AND INTERPRETATIONS

1.1 General

These General Terms and Conditions govern the loan agreement **("Facility Agreement")** that is made between the Lender and the Borrower (as identified inthe Schedule of Terms to the Facility Agreement), who are hereinafter collectively referred to as **"Parties"** or **"parties"** and individually as a **"Party"** or **"party"** where the context so requires. The terms used here forth shall have the respective definitions provided as mentioned herein below.

1.2 Definitions

In these General Terms and Conditions unless the meaning or context otherwise requires, the following words and expressions shall have the meanings assigned to them below:

"Affiliate" shall mean, in relation to any Party, a Person that controls, is controlled by or is under common control with such party.

"Applicable Interest Rate" shall mean the rate of interest as mentioned in the Facility Agreement.

"Applicable Law" shall mean any statute (including but not limited to the Companies Act 2013 and the Real Estate (Regulation and Development) Act, 2016), law, regulation, ordinance, rule, judgement, rule of law, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing (to the extent any of them has the force of law) by, any statutory or regulatory authority whether in effect as of the date of any of the Finance Documents or thereafter and in each case as amended.

"**Asset Cover**" shall have the meaning ascribed to such term in Clause 14.7 hereof.

"Availability Period" shall mean the period commencing from the date of the Facility Agreement and ending as per the Sanction Letter or such extended period as may be permitted by the Lender.

"Borrower" shall mean the person(s) named in the Facility Agreement and the expression **"Borrower"** shall unless it be repugnant to the subject or as thecontext may permit or require, include.

(i) In the case of an individual, his/her respective heirs, legal representatives, executors, administrators and permitted assigns. In case when the Borrower is more than one individual, each one of the individuals being deemed to have entered into the Facility Agreement individually and all of them are deemed tohave agreed to the liabilities under the Facility Agreement jointly and severally and the term 'Borrower' shall include his/her/their respective heirs, executors, administrators and legal representatives and permitted assigns.

(ii) In the case of a sole proprietary concern, the proprietor/proprietress (both in his/her personal capacity and as proprietor/proprietress of the concern) and his/her heirs, legal representatives, executors, administrators and permitted assigns, successors of the concern;

(iii) In the case of a partnership firm, any or each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the firm.

"BPI" or **"Broken Period Interest"** or **"Pre-EMI"** refers to the daily interest that accrues on the outstanding from the disbursement date until the first monthly payment is due.

Any reference to term Borrower shall also mean and include the **"Co-Borrower(s)",** if any, unless the context so otherwise requires.

"Business Day" shall mean a day (other than a Sunday) on which banks are normally open for regular banking business in Mumbai.

"Commencement Date" shall mean the date on which the Account is made active/operational for drawal for the first time during the Tenure

"Credit Bureau(s)" shall mean any credit information company under the Credit Information Companies (Regulation) Act, 2005, and/or any other agency authorized to undertake activities of the similar nature by any regulatory authority/Governmental Authority.

"Clearances" shall mean any consent, permission, license, approval, registration, waiver, no-objection, permit or other authorization of any nature which is granted/to be granted by any Governmental Authority or any other Person (including creditors and shareholders) in relation to (a) the performance by any of the Obligors of the terms of the Finance Documents, (b) for the enforceability of any Finance Documents and the making of any payments contemplated thereunder, (c) in connection with the business and operations of the Borrower, including all clearances required by the Borrower to own and/or develop the properties being provided as Security under the Finance Documents, and (d) for availing the Facility, creating, perfecting and preserving the Security.

"Commitment" shall have the meaning ascribed to it in the Schedule of Terms.

"Default" shall mean an Event of Default.

"Disbursement" shall mean payment of funds under the Facility.

"Disbursement Date" shall mean the date of Disbursement which shall be a Business Day falling within the Availability Period.

"Due Date(s)" shall mean, as the context may require the Interest Payment Date, the Repayment Date or the date on which any other amount payable underthe Facility Agreement falls due in terms of these General Terms and Conditions.

"EI" or **"Equated Installment"** shall mean, if applicable, the amount payable every month/quarter/half-year/year by the Borrower to the Lender comprising ofinterest, or, as the case may be, principal and interest in accordance with the Terms of Facility.

"End Use(s)" shall mean utilization of the Disbursement by the Borrower for the Purpose, as mentioned in Clause 3 hereof.

"Event of Default" shall mean the meaning ascribed to the term in Clause 18 hereof.

"Facility" shall mean Term Loan.

"Final Settlement Date" shall mean the date on which all Obligations owed/payable to the Lender by the Borrower have been paid, discharged or performedin full to the satisfaction of the Lender, including payment of prepayment charges, prenal charges etc. as case may be, in accordance with the terms of the Finance Documents and there are no sums which are owed or payable, even contingently, to the Lender by the Borrower, under or pursuant to the Finance Documents.

"Financial Year" shall mean the period starting on April 1 of a calendar year and ending on March 31 of the subsequent calendar year.

"Finance Document(s)" shall mean all documents entered into in relation to the grant of the Facility and/or the creation of any Security Interest and/or other rights and privileges of the Lender, including but not limited to the Terms of Facility, the Security Documents, any Disbursement Request and any other document executed by any of the Obligor or on their behalf and designated as such by the Lender.

"GAAP" shall mean generally accepted accounting principles in India or such other accounting principles as may be notified from time to time.

"Governmental Authority" shall mean the Government of India, or the government of any other state of India or any ministry, department, board, authority, instrumentality, agency, corporation (to the extent acting in a legislative, judicial or administrative capacity and not as a contracting party with the Borrower) orcommission

under the direct control of the Government of India or the government of any other state of India.
"Gross Up" shall have the same meaning as ascribed to such term under Clause 22 hereof.
"Indemnified Party" shall have the meaning ascribed to it in Clause 20 hereof.
"Information" shall have the meaning ascribed to it in Clause 36 (b).
"INR" or **"Rupees"** or **"Rs"** shall mean the lawful currency of the Republic of India.
"Insurance Contracts" shall have the meaning in Clause 5 in Part A of Schedule 3 hereof.
"Interest" shall have the meaning ascribed to such term in Clause 8 hereof.
"Interest Payment Date" shall mean the first day after the end of each Interest Period and if such day is not a Business Day, then the Business Day immediately preceding such first day. If such preceding day is not a Business Day, then interest shall be payable on the immediately succeeding Business Day.
"Interest Reset Date" shall mean the date on which the Lender may reset the Interest Rate in accordance with this Agreement, as more particularly mentioned in Clause 8 hereof.
"Interest Period" shall mean in relation to the Facility: (i) in the first instance, the period commencing from and including the date of making the Disbursement, and ending on (and including) the last day of the calendar quarter/month (as may be applicable) in which such Disbursement is made, and (ii) subsequently, each calendar quarter/month (as may be applicable) until such Facility is paid in full.
"Interest Tax" shall mean any tax, fees or other statutory levy payable by the Lender which is levied on any payments in the nature of interest (howsoever the same may be described including but not limited to penal charges, penalties and damages) or any other statutory levy including any charges, taxes or levy under the Interest Tax Act, 1974 and all such imposts, duties and taxes (of any description whatsoever).
"Legal Proceeding(s)" shall mean any litigation, judicial, quasi-judicial, and administrative or arbitral proceedings or proceedings with respect to any commission of inquiry.
"Lender" means **Sahayya Finserve Private Limited ("SFPL")**, a non-banking financial company incorporated under the provisions of the Companies Act, 2013 having its registered office at No.65, Shrinijaya Arcade, 1st Floor, Opp Punjab National Bank, T Dasarahalli, Bangalore- 560057 which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, transferees and assigns).
"Loan" or **"Loan Amount"** or **"Facility"** shall mean the home loan/loan against property facility sanctioned to the Borrower, as applicable, in accordancewith the terms of the Terms of Facility.
"Loan Account(s)" shall mean such account(s), opened by the Borrower, current account(s) or other account(s) at the specified branch of such bank, as may be determined by the Lender or such other branch, as may be intimated to the Borrower by the Lender from time to time, for payment/repayment in respect of the Loan availed including payment of all costs, charges, expenses incurred by the Lender and reimbursements of which the Borrower is required to make to Lender under the provisions of the Facility Agreement.
"Material Adverse Effect" shall mean any change or the effect or consequence of an event, fact, circumstance, occurrence, development or condition including any adverse change in the market conditions viz. a prospective change, change in national or international monetary, financial, economic or politicalconditions or currency notes which has caused or in the sole opinion of the Lender, is likely to cause an adverse effect on or is prejudicial to:

(a) the ability of the Borrower or any of the other Obligors to enter into, perform or comply with their respective obligations under the Finance Documents to which they are a party; or
(b) the status or validity of any material contracts, consents or governmental approvals required for the Borrower or any of the other Obligors to carry on their respective businesses, operations or financial conditions of the Borrower or any other Obligor.

"Obligor(s)" shall mean the Borrower, mortgagors and/or any other Person having undertaken/agreed to undertake any obligation towards Lender including creation/ perfection of the Security and/or providing any contractual comfort to the Lender pursuant to the Facility.
"Obligations" shall mean all amounts payable to the Lender, including but not limited to the Facility, the Interest, the Penal Charges, the Prepayment Premium, the Processing Fee and any other monies, fees, charges etc. pursuant to the terms of the Finance Documents.
"Outstanding" shall include, at any time, all amounts payable by the Borrower to the Lender pursuant to the Facility Documents including but not limited to present and future obligations and liabilities of the Borrower to pay/repay without limitation the principal amount of the Facility (Term Loan), Interest and Penal Charges thereon and all stamp duties, Taxes, expenses, fees, liquidated damages, indemnities, costs, charges and expenses including without limitation any statutory or legislative charges, penalties, if any, in connection with the Facility; and such other expenses incurred in relation to any exercise by the Lender of its rights, together with legal fees and court costs.
"Person" shall mean an individual, natural person, corporation, partnership, joint venture, incorporated or unincorporated body or association, company,government or subdivision thereof.
"Penal Charges" shall mean the charges levied by the Lender in the event of any breach or non-compliance of any Material Terms of this Agreement and/or the Finance Documents on the part of the Borrower(s), including delayed payment/payment default, delay in creation and perfection of Security as per sanction terms as more particularly described under the Schedule of Charges herein.
"Pre-EMI" shall mean the amount payable by the Borrower to the Lender herein equivalent to the interest payable on the loan amount disbursed to the Borrower from the date of each disbursement up to the date of commencement of EI / EMI.
"Pre-EMI Period" shall mean the period from which the Pre-EMI commences till the Borrower is required to pay the EI / EMI as per the Schedule of Terms to this Agreement.
"**Loan Processing Charge / Processing Fee**" shall be such charges as may be prescribed under the Schedule of Terms attached to the Facility Agreement together with applicable GST.
"Prepayment Premium" shall mean, the prepayment charges payable, by the Borrower to the Lender, as a proportion of the Facility amount proposed to be prepaid, as set out in Schedule of Terms.
"Property" with respect to the Loan, (A) if the loan is in the nature of a home loan, shall mean, the residential immovable property, details of which are provided in the schedule, which is proposed to be purchased by the Borrower upon financing by the Lender and shall be deemed to include any immovable property on the Security of which the Lender has agreed to advance the Loan.

Without prejudice to the generality of the above 'Property' shall also include:

(i) in the case of a flat, the entire built-up area (and any addition thereto), the proportionate share in the common areas of the building in which such flat is/will be situated and the proportionate undivided share in the land on which the said building is situated or is being/will be built, including any open/covered garage/parking spaces specifically allotted to such flat; and/or
(ii) in the case of an individual house, the house and entire plot of land on which the house is situated or on which the house will be built up including all easement rights; and/or in the case of a plot of land, the land without cancellation/termination/exchange of any easement right attached with it; and/or
(iii) and/or in the case of a plot of land, the land without cancellation/termination/exchange of any easement right attached with it; and/or
(iv) all immovable furniture and fixtures permanently fastened to (iv) the earth or the walls and forming part of the Property; and/or
(v) any other immovable property as described in the Schedule including entire built-up area, proportionate land and all other rights attached to such property;

(B) if the Loan in the nature of a loan against property, shall mean and include any commercial and/or vacant plots or any other property to be mortgaged with the Lender by the Obligor(s), as more particularly detailed in the Schedules attached to the Facility Agreement.
"RBI" shall mean the Reserve Bank of India.
"Receivables" shall mean the entire sale proceeds, advances, allotment money, rent, lease rentals, license fees and/or other receivables received pursuant to, inter alia, sale, transfer, allotment, assignment, development, lease, sub-lease, renting and/or license of the properties in full or any part thereof or any other properties as may be mutually agreed between the Lender and the Obligors.
"Repayment Installment" shall have the meaning given to such term in Clause 11.1 hereof.

"Sanction Letter" shall mean the letter issued by the Lender thereby informing the Borrower about sanction of the Facility along with the relevant particulars,terms and conditions mentioned in the same, as amended from time to time.
"Schedule of Terms" means the schedule attached to the Facility Agreement, as amended from time to time, governing the specific terms and conditions of Facility.
"Security" shall have the meaning given to such term in Clause .14.1 hereof.

"Security Documents" shall mean all documents entered into in relation to the creation of the Security Interest in terms of these General Terms and Conditions, including any mortgage document, powers of attorney, and/or any other documents designated as such by the Lender, as amended from time to time.
"Security Interest" shall mean any mortgage, hypothecation, charge, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority, or other security agreement of any kind or nature whatsoever including, without limitation, any conditional sale or other title retention agreement, any financing or similar statement or notice filed under any recording or notice statute, and any lease having substantially the same effect as any of the foregoing.
"Standing Instructions" or "**SI**" shall mean the written instructions issued by the Borrower to its bank, where it maintains the account for paying every month/quarter/half-year/year, an amount equal to EIs, as applicable, in favour of the Lender, for repayment of the Facility.
"Taxes" shall include any and all present and future taxes, duties, imposts, cess, levies, surcharge, including without limitation, with respect to or on gross receipts, sales, services, turnover, ad valorem, value addition, use, consumption, property, franchise, capital, occupation or payroll, license, excise, documents (such as stamp duties), profits, gains (including capital gains), severance, production, withholding, alternative, or add-on minimum, transfer or environmental and other customs and taxes, assessments, surcharge, charges and/or fess of any kind whatsoever, together with ay interest or penalties, addition to tax or additional amount howsoever imposed, withheld, levied or assessed by any authority. Taxes shall include any kind of variation or changes therein, or rates thereof, during the Term of this Agreement, or the imposition of any new or further taxes (including Goods and Service Tax), but shall not include tax on the income of any Party hereto.
"TDS" shall mean tax deducted at source and more particularly defined under the Income Tax Act, 1961.

"Tenor of the Facility" shall mean the period as mentioned in the Facility Agreement.

"Terms of Facility" means and includes these General Terms and Conditions, the Facility Agreement, along with the Schedule of Terms attached thereto and the Sanction Letter.
"Tranche" or **"Tranche Disbursement"** means each disbursement disbursed by the Lender to the Borrower pursuant to the terms and conditions of this General terms and Conditions.

1.3. General Terms and Conditions, constitutes the Terms of Facility for the Facility(ies) availed or to be availed by the Borrower from the Lender and the terms and conditions contained herein shall apply to all the amounts disbursed by the Lender to or on behalf of the Borrower. Each tranche disbursement shall in addition to these General Terms and Conditions, also be subject to the specific terms and conditions as may be prescribed by the Lender pursuant to the Terms of Facility from time to time, which will apply to such financial assistance. Each Schedule and its sub-schedule(s) signed and executed between the Borrower and Lender shall form an integral part of the Terms of Facility in relation to the Facility it governs, as if the terms and conditions thereof were expressly incorporated in the body of these General Terms and Conditions. Each Tranche Disbursement shall be disbursed from time to time; however, all such Tranche Disbursements shall be considered as single obligation of the Borrower to the Lender.

1.4. Principles of Construction

In these General Terms and Conditions, unless the context otherwise requires:

(a) Terms defined in these General Terms and Conditions, by reference to any other agreement document or instrument shall have the meanings assigned to them in such agreement, document or instrument;

(b) A document or any other document is a reference to that document or other document as amended, replaced, novated or supplemented;

(c) Any representation, warranty, covenant or undertaking qualified by the expression, to the best of the Borrower's/Obligor's knowledge, information and belief or any similar expression shall, unless otherwise stated, be deemed to:

(d) Refer to the actual knowledge or awareness that the relevant Persons had at the date of the Facility Agreement; and

(e) In relation to any person who is not an individual shall mean the knowledge of such persons, or persons having a place in the managing body of such persons and the knowledge that such persons would have had at the date of the Facility Agreement if they had made due and careful enquiry.

(f) Reference to an "**amendment**" includes a supplement, modification, novation, replacement or re-enactment and "**amended**" is to be construed accordingly;

(g) A reference to "**authorisation**" means an authorisation, consent, clearance, approval, permission, resolution, license, exemption, no- objection, filing and registration;

(h) A reference to "**control**" means the power to direct the management and policies of an entity, whether through the ownership of voting capital, by contract or otherwise;

(i) The provisions contained in the Schedule written in the Facility Agreement, shall have effect in the manner as if they were specifically set forth herein;

(j) Unless the context otherwise requires, the singular includes the plural and vice versa;

(k) The words "**hereof**", "**herein**", and "**hereto**" and words of similar import when used with reference to a specific Clause in, or Schedule to, this General Terms and Conditions shall refer to such Clause in, or Schedule to, these General Terms and Conditions, and when used otherwise than in connection with specific Sections or Schedules, shall refer to the Agreement as a whole;

(l) The words "**other**", "or **otherwise**` and "**whatsoever**" shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;

(m) References to the word "**includes**" or "**including**" are to be construed without limitation;

(n) References to the word's "**indebtedness**" or "**financial indebtedness**" shall include any obligation (whether incurred as principal or surety) for the payment or repayment of money;

(o) References to a person shall include such person's successors and permitted assignees or transferees;

(p) Reference to term "**construction**" shall mean and include extension, improvement, renovations, reconstruction, etc.

(q) References to "**Party**" means a party to these General Terms and Conditions and references to "**Parties**" shall be construed accordingly;

(r) Any determination with respect to the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise shall be made by the Lender, at its reasonable discretion;

(s) Any consent or waiver required to be provided by the Lender shall mean the prior written consent or waiver of the Lender; and

(t) Where any action of the Lender is subject to "**reasonability**" under these General Terms and Conditions or the other Finance Documents, such "**reasonability**" shall be determined by the Lender.

(u) The terms and expressions in singular shall mean and include wherever it will be required, the plural connotation of the same.

(v) The terms and expressions, nowhere defined shall where the interpretation and meaning have been assigned to them in terms of the General Clauses Act, 1897, have that interpretation and meaning.

2. TERMS OF THE FACILITY

(a) The Lender hereby agrees to lend and the Borrower agrees to borrow the amount/s listed in the Schedule of Terms pursuant to the Terms of Facility.

(b) The Borrower shall have no objection to the amount sanctioned and the amount disbursed to irrespective of the fact that it had applied for a loan amount of higher/lower than what has been sanctioned to it and further the Lender shall be at liberty to decide the actual amount of the Facility and the amount to be actually disbursed (in certain cases the sanctioned amount may be higher than the actual disbursed amount) and in such an eventuality the sanctioned amount shall be the loan

amount actually disbursed.

(c) The Facility shall be disbursed in a single Disbursement or in Tranches from time to time, as the case may be, and each such Tranche shall be of such amount, and shall (subject to the other provisions of the Terms of Facility) be disbursed at such time and in such manner and subject to such terms and conditions as the Lender may deem fit. Provided that the terms and conditions as applicable to each such Tranche may vary from the other Tranches.

(d) The Facility may be reappraised on legal, technical and financial terms during the Tenor of the Facility. Upon such reappraisal, the Lender may hold, suspend, down size, cancel and/or recall Disbursement under the facility, at its sole discretion.

(e) Pre-EMI – Lender shall at its sole discretion offer the Borrower to avail the Pre-EMI option with respect to the repayment of the Facility as per the terms and conditions stated herein. This option shall be available to the Borrower solely in the event the Mortgaged Property for which the Facility is taken is under-construction or in Balance Transfer cases where any post disbursement document is pending or the top up loan amount is not disbursed or in the event certain documents that are to be submitted by the Borrower with respect to the Facility and/or the Security after partial disbursement of the Facility i.e. post-disbursement documents or in the event where any sanction condition of the Facility is not fulfilled by the Borrower post the partially disbursed Tranche. In the event the Borrower has opted for the Pre-EMI option, the Borrower shall be liable and obligated to pay the Pre-EMI which shall be the Interest component of the amount of Facility disbursed for a period of:

(a) 36 months where the Mortgaged Property is under construction;

(b) 90 days for balance transfer cases from the previous lender to SFPL where any post disbursement document is pending or the top up loan amount is not disbursed;

(c) 90 days where partial Tranche of the Facility is disbursed until the submission by the Borrower of the post-disbursement documents as stated in the Sanction Letter and/or the Finance Documents after which the remaining tranche of the Facility shall be disbursed.

(d) 90 days in the event where any sanction condition of the Facility is not fulfilled by the Borrower post the partially disbursed Tranche.

For the sake of clarity, in the event, there is a contradiction in calculation of Pre-EMI period as mentioned hereinabove, the period whichever is higher shall prevail, as per the sole discretion of SFPL. In any event whatsoever, all post-disbursement documents shall be submitted as per the timelines as stated in the Sanction Letter and/or the Finance Documents.

Any amounts that may be paid by the Borrower over and above Pre-EMI in the Pre-EMI period, may at the sole discretion of the Lender herein be appropriated as per clause 11.2 of this Agreement. Upon completion of the Pre-EMI period, the Borrower shall be liable and obligated to pay the EIs on the Facility at the EI Payment Dates as stated in Schedule of Terms to this Agreement. Repayment of the Facility shall be only as per the terms as stated in clause 11 herein below. In the event there is any delay in completion of construction of the Mortgaged Property and/or the date of the possession of the Mortgaged Property and/or delay or inability on the part of the Borrower in submission of post-disbursement documents after partial disbursement of the Facility, the Borrower agrees to pay the EMI after completion of Pre-EMI period irrespective of such delay in construction and/or possession, as the case may be. Further, the Borrower agrees and acknowledges that, notwithstanding a higher Pre-EMI period (in cases of balance transfer and/or construction of Mortgaged Property) in the event there is a delay or inability on the part of the Borrower in submission of post-disbursement documents after partial disbursement of the Facility, the Lender shall downsize / reduce the Facility sanctioned to the Borrower to the extent of the amount of the Facility already disbursed and the Borrower shall be liable and obligated to pay the EMI on such downsized / reduced Facility.

For the sake of clarity, payments made towards Pre-EMI shall not be considered as Repayment / Prepayment of the Facility since payment of Pre-EMI does not reduce the principal amount of the Facility.

3. PURPOSE

The Borrower shall apply the proceeds of the Facility for repayment of any other existing facility of the Borrower granted by any other banks or financial institutions, in compliance with all Applicable Laws (including extant RBI guidelines) and/or such purpose as may be permitted by the Lender and mentioned in the Sanction Letter. The Borrower shall not utilize the proceeds from the Facility for any purpose prohibited by RBI/FEMA/SEBI.

The Borrower shall utilize the Facility solely for the Purpose as stated in the Sanction Letter and not for any other purpose or for investment in capital market/shares/debentures/mutual funds/purchase of gold in any form, including primary gold, gold bullion, gold jewellery, gold coins, units of gold exchange traded funds (ETF) and units of gold mutual funds or any illegal /speculative activity. Without being obligated to do so, the Lender shall be entitled to monitor the use/end use of the Facility including through any auditor(s) or consultant(s) including inspecting/examining books and other records of the Borrower, with necessary certification from them, as appointed by the Lender at its sole discretion and at the sole cost and expense of the Borrower. Whenever so required by the Lender, the Borrower shall procure evidence, documentary or otherwise, satisfactory to the Lender, of the end-use/utilization of the Facility.

4. FEES, CHARGES, COSTS AND CLAIMS

(i) The Limit shall bear Goods and Services Tax, Charges and any other fees, if any, as mentioned in the Schedule, which the Borrower(s) agrees to bear and pay to the Lender separately.

(ii) It is further agreed by and between the Parties hereto that all other charges as may be applicable for various transactions, like Demand Draft, stop payment charges etc. for a normal current account shall be applicable on actuals for the Account pertaining to the facility.

(iii) Lender shall be entitled to recover from the Borrower(s) any charges or costs incurred or claims suffered by the Lender in connection with the Limit, including on account of execution and stamping of this Agreement and any other documentation or security creation pursuant to this Agreement. Goods and Services Tax (GST) will be charged extra as per the applicable rates on all the charges and fees (wherever GST is applicable).

5. MODE OF OPERATION OF THE ACCOUNT

(i) Unless otherwise agreed between the Borrower(s) and the Lender, the Lender shall credit the Limit in lump sum in the Account of the Borrower as per the requirement of the Borrower.

(ii) The Borrower agrees and acknowledges that the Borrower shall have the flexibility to withdraw the Limit by drawing cheques to the extent of the Limit sanctioned as per the requirement of the Borrower applicable for the Term Loan component.

(iii) It is agreed and acknowledged by the Borrower that the charges in relation to the disbursement (including charges for issuance or for the collection of proceeds by the beneficiary on such payment order or demand draft) shall be borne solely by the Borrower(s).

(iv) The Lender may not disburse at any time, any amount towards the Limit unless the following conditions are complied with by the Borrower in the sole discretion of the Lender:

(a) The loan documents are duly executed and delivered to the Lender by the Borrower(s);

(b) The Borrower(s) satisfies the Lender of its clear and marketable title to the Security;

(c) The Borrower(s) submission to the Lender of postdated cheques towards repayment OR eNACH mandate / NACH mandate / ECS (electronic clearing system);

(d) Any other document or writing as the Lender may require in its sole discretion.

(e) Submission of all the necessary approvals and permission from the appropriate authorities including but not limited to approvals and certificates from corporations.

(v) The Lender shall also be at a liberty to withhold disbursement of any further amount under the Limit unless the following conditions are complied with in the sole discretion of the Lender before such further disbursement:

(a) No event of default shall have occurred pertaining to the Term Loan and/or the Facility;

(b) The Borrower(s) shall have produced evidence of the use of prior disbursement;

(c) The Borrower(s) shall have assigned in favour of the Lender, the insurance policy(ies) as may be required by the Lender

(d) The Borrower(s) shall have produced his periodic financial statements; and

(e) The Borrower(s) shall have produced all or any other documents or writings as required by the Lender in its sole discretion, which shall be binding on

the Borrower(s).

(vi) The Borrower(s) shall repay to the Lender the amount on demand and in accordance with the Schedule.

(vii) In the event the Borrower has excess funds parked in the Account in addition to the available Limit, the Lender shall not be liable or obligated to pay interest on such excess funds

(viii) Interest savings led by excess funds parked in Account shall only be available from the date of realization of funds to Lender and not the from the transaction date as initiated by the Borrower

6. DISBURSEMENT

The Borrower may utilise the Facility by delivery to the Lender of a duly completed Disbursement Request on a date as may be agreed by the Lender in writing and more particularly request so made by the Borrower in the format as agreed by the Lender. In case, the Disbursement is made in Tranches, then the Borrower shall be entitled to make a request for initial Disbursement and balance/subsequent Disbursement in such amount as prescribed in the Schedule of Terms attached to the Facility Agreement.

7. CONDITIONS PRECEDENT/SUBSEQUENT

The Lender will not be obliged to disburse monies on the proposed Disbursement Date pursuant to the Disbursement Request unless the Lender is satisfied of the fulfilment of the applicable conditions precedent as listed hereof.

7.1 Conditions Precedent to Disbursement

Letter from any existing lender(s) confirming outstanding amount and status of account in writing to Lender/Borrower in respect of the facility provided by such existing lender(s) to the Borrower on Property and confirming immediate release of such security assets in favour of Lender on receipt of its full repayment of its existing facility, if any.

(a) The Borrower shall have satisfied all the KYC requirements as may be required by the Lender.
(b) The Borrower shall have executed and created all the Security required to be created under Clause 14 hereof as per the timelines stipulated in the Schedule of terms.
(c) All forms and filings necessary for the purpose of creating and perfecting the Security shall have been carried out.
(d) The Borrower shall have furnished a certificate from a practicing-chartered accountant certifying outstanding secured debt of the Borrower as of a recent date (not older than 1 (one) month).
(e) The Lender shall have received a legal opinion on clear and marketable title of the Property, from an advocate approved by Lender.
(f) The Lender shall have received the valuation reports of the Property from empaneled valuer(s) of Lender.
(g) The Borrower shall have obtained a comprehensive and composite insurance policy in respect of the Property and/or any other insurance policy as may be required by the Lender, at the expense of the Borrower.
(h) Any other conditions that the Lender may in its judgment/discretion feel necessary.

7.2 Conditions subsequent to Disbursement

(a) The Borrower shall, if required by the Lender, submit an "End-use Certificate" from a practicing-chartered accountant within a period of 30 days from the date of every Disbursement or final Disbursement, as per the terms of Sanction Letter.
(b) Legal opinion, if required by the Lender, on creation of security in favor of the Lender within 30 days of Security Creation, as per the terms of Sanction Letter.
(c) Any other conditions that the Lender may in its judgment feel necessary.

8. INTEREST

(a) The Lender shall charge to the Borrower interest on each Tranche of the Facility ('**Interest**') at the Applicable Interest Rate, along with applicable taxes and any other fees as mentioned in the Facility Agreement, which at the option of the Lender, may be payable upfront or periodically or at the time of Disbursement, in accordance with the terms of Sanction Letter. The interest shall be levied from the date of Disbursement of each Tranche under the Facility and shall be payable on each Interest Payment Date, until the Final Settlement Date.

(b) In case of change in risk weightage during the tenor of the Facility, due to any external or internal factors, breach of covenants and/or any other terms and conditions, as stipulated herein, the Lender reserves the right to change the Applicable Interest Rate and Schedule of Charges prospectively, at its sole discretion and with prior written communication to the Borrower, and the decision of the Lender shall be final and binding on the Borrower.

(c) All interest accruing on amounts outstanding under the Facility shall accrue from day to day and be calculated on the basis of the actual number of days elapsed in a year of three hundred and sixty (360) days or such other days in a year that is customary for any other year.

(d) Further, upon the request of the Borrower and subject to payment of applicable fees/charges including but not limited to service charges, administrative charges (plus applicable GST thereon) as stated in the Sanction Letter and/or the Schedule of Charges by the Borrower, the Lender may at its sole discretion, accede to such request of the Borrower and change the interest rate mechanism from fixed to floating or vice versa, Further, in the event there is any revision/reset in the Applicable Interest Rate during the tenor of the Facility, the Lender shall provide the Borrower with an option to switch from floating rate of interest to fixed rate of interest, only once during the entire tenor of the Facility, subject to payment of applicable fees/charges including but not limited to service charges, administrative charges (plus applicable GST thereon) as stated in the Sanction Letter and/or the Schedule of Terms by the Borrower. Thereafter, if the Borrower again requests the Lender to switch from fixed rate of interest to floating rate of interest during the tenor of the Facility, then the Lender may accede to such request of the Borrower at its sole discretion upon such altered terms and conditions as the Lender may deem fit and proper. However, in such a scenario, the Borrower will be barred from switching over to fixed rate of interest again. The applicable fixed/floating rate of interest shall be displayed on the website of the Lender at the time of each reset. In view thereof, basis the reset of interest rate, the Borrower shall be provided an option for (i) enhancement in EMI or elongation of tenor or for a combination of both options, provided that the elongation of tenor in any event does not lead to negative amortization (i.e., a scenario where the EMI amount is not sufficient to fully recover the interest component); and, (ii) to prepay, either in part or in full, at any point during the tenor of the loan. In cases where the reset of tenor of the Facility is resulting in negative amortization or a breach in maximum tenor / age as per the Lender's internal product policy, then the impact of revision would be only given in the EMI amount and the Borrower shall not be given an option to increase the tenor of the Facility. The Borrower shall have to respond regarding the option which the Borrower intends to select within 5 (five) days from the date of such intimation being sent by the lender regarding the reset of the Applicable Interest Rate by any of the means appearing in sub-clause (e) hereinbelow. If any of the options selected by the Borrower as per this clause, does not meet the required criteria as per the internal policy of the Lender, then the Lender shall have the right to reject the request of the Borrower as per its sole discretion and alter the terms and conditions of the Facility as it may deem fit and proper. It is pertinent to note that the prepayment penalty will become applicable in case of fixed rate loans and floating rate loans if availed for business purpose as per the internal product policy of the Lender. However, the levy of foreclosure charges / prepayment charges on the prepayment of the Facility in part or in full shall be as per the extant RBI guidelines in that regard. The Borrower shall be entitled to raise discrepancies, if any, noticed by the Borrower in such statements within 5 (five) days of receiving statements of EMI Repayments, failing which the respective statements shall be deemed to be accepted by the Borrower. The Lender shall have the right to reset the Applicable Interest Rate (as stated hereinabove) with respect to loans having floating/fixed rate of interest on the Facility on the Interest Reset Date. The Applicable Interest Rate will be reset on the Facility, from the next EMI cycle date from the effective date of change in the Applicable Interest Rate. The Borrower shall be deemed to have notice of such change whenever the same is announced/notified/displayed by the Lender on its website or otherwise.

In the event, the revised rate of interest as reset by the Lender is not acceptable to the Borrower, the Borrower shall have the option to prepay the Facility amount after giving a prior written notice of not less than 30 (thirty) days. However, the levy of foreclosure charges / prepayment charges on the prepayment of the Facility in part or in full shall be as per the extant RBI guidelines in that regard. This clause shall be applicable only in case of loans where individual(s) are part of the loan structure and the loan is not availed for business/commercial purpose.

(e) The Lender will send the communication through SMS/Whats App / Letters and / or Email on registered contact details of the Borrower wherever available regarding the reset of its Applicable Interest Rate along with the list of options available as a consequence of revision of the Applicable Interest Rate to the

Facility. In case no confirmation or response is received from the Borrower by the Lender within the specified timeline, the Lender will revise the tenor of the Facility by default or consider enhancement of EMI in case of negative amortization or breach in maximum tenor / age as per the internal product policy of the Lender. The Borrower can download or request for the statement of the loan account form the website / portal of the Lender or the nearest branch which show the principal and interest recovered till date, EMI amount, number of EMIs left, Applicable Interest Rate, Annual Percentage Rate (APR) for the entire tenor of the Facility.

(f) Lender shall also have a right to reset with respect to loans having floating/fixed rate of interest and charges prospectively in the event of any regulatory changes/internal review of the benchmark lending rate, deterioration of creditworthiness of the borrower(s).

(g) Interest on the Limit shall be payable by the Borrower every month separately. Further, in case of reset/revision of the Applicable Interest Rate from floating to fixed or vice versa, the existing loan account of the Borrower will be closed and a new loan account will be created and registered. However, till such time the new loan account is created and registered, the default changes as per the sole discretion of the Lender with regard to reset/revision of the Applicable Interest Rate will be given effect to the existing loan account of the Borrower.

(h) Borrower shall pay interest on the Limit / outstanding principal, the unpaid due interest and all other outstanding charges and monies (except the Penal Charges remaining unpaid), at the rate of interest specified in the Schedule hereto, on the outstanding daily balance, compoundable at monthly rests.

(i) The Borrower has agreed, understood, accepted and is aware of the Lender's method of calculating interest.
Borrower shall at all times ensure to comply with below mentioned 2(two) conditions to ensure that the Account is not classified as NPA (Non-Performing asset):

(a) Borrower to ensure outstanding balance does not remain continuously in excess of Sanction Limit/Drawing Power for 90 days.

(b) Borrower to ensure that credits in last 3 (three) months is sufficient enough to service unpaid interest for the last three months.

Billing Cycle: The Borrower shall ensure to abide by the terms of the billing cycle more particularly described in the Schedule

9. PENAL CHARGES

Without prejudice to any other rights or remedies available to the Lender under the Facility Documents. In the event of breach of any Material Terms, Penal Charges at the rate of up to 36% per annum, as may be specified in the Schedule of Charges shall be levied on the Borrower in the form of a penalty and shall be payable as additional charges. Lender shall upon occurrence of such default / breach intimate the Borrower in writing regarding such default / breach along with the quantum and reason of the Penal Charges levied in that regard which shall also be displayed on the website of the Lender. Penal Charges shall be calculated from the date on which the default / breach has occurred till such default/breach is cured to the satisfaction of the Lender. It is clarified that additional Penal Charges shall not be levied on the earlier outstanding amount of Penal Charges if such charges are not paid. Furthermore, no interest will be charged on the outstanding number of Penal Charges if such charges remain unpaid.

10. PROCESSING FEE

The Borrower shall pay to the Lender a non-refundable and non-adjustable processing fee as specified in the Schedule of Terms attached to the Facility Agreement and further in accordance with the terms of the Sanction Letter

11. REPAYMENT

11.1 **Repayment of the Facility**

(a) The Borrower shall repay the Term Loan Facility by way of (i) Equated Instalment or (ii) monthly instalments/quarterly installments/structured installments/bullet repayment ("**Repayment Installment(s)**") (as more particularly described in Schedule of Terms attached to the Facility Agreement) commencing after the Principal Moratorium Period (as specified under the Schedule of Terms to the Facility Agreement, if any), in accordance with the Sanction Letter ("**Repayment Date**").

(b) The Borrower shall repay Interest on the Loan accrued from the date on which the disbursal has been effected in the loan account and accordingly the computation of the first EMI (BPI) shall be calculated only for the actual number of days remaining for the due date of first instalment and the same to be paid upfront on the date of disbursement.

(c) The Facility (including the principal, interest thereon and any other charges, premium, fees, taxes levies or other dues payable by the Borrower to the Lender in terms of Facility Agreement) be repayable by the Borrower to the Lender -

(i) at the Lender's place or at any other place as may be notified by the Lender;

(ii) by way of EI or Repayment Installment as mentioned in the Facility Agreement, further in accordance with the Sanction Letter, towards repayment of principal and interest; or

(iii) by separate repayments in case where (a) the Facility is proposed to be paid before the commencement of EI or Repayment Installment or (b) towards repayment of interest before the commencement of the Repayment Installment or (c) towards repayment of Penal Charges, Additional Interest, fees, charges, taxes, claims, costs and expenses charged to the Loan.

(iv) The Repayment Installment shall be arrived at so as to comprise repayment of principal and payment of interest calculated on the basis of the interest rate, periodicity of repayment of the entire liability under the Facility at the end of its tenor and the Borrower shall continue paying Repayment Installment(s) until all amounts due under the Facility have been repaid in full to the Lender. Provided, however, the Repayment Installment may be changed on the occurrence of any of the following: (i) upon customer request, subject to approval from the competent authority; and (ii) in case of floating rate.

(d) No notice, reminder or intimation will be given to the Borrower regarding his obligation to pay the Repayment Installment regularly on each due date. It shall entirely be his/her responsibility to ensure prompt and timely payment to the Lender. Any delay or default in payment of any Repayment Installment shall make the Borrower liable to pay to the Lender, Penal Charges (for the period of such default) besides constituting an Event of Default thereby making all sums under the Facility Agreement due and payable to the Lender forthwith.

(e) Representation of instalment in case of overdues / EMI bounced

(f) Any amount repaid under the Facility cannot be re-borrowed

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11.2 **Appropriation of the Facility**

All amounts due and payable under the Terms of Facility and made available by the Borrower or otherwise, shall be appropriated in the following order, unless otherwise agreed by the Lender:

(i) Overdue Interest;
(ii) Overdue Principal
(iii) Penal Charges, if any;
(iv) Other charges;
(v) Principal outstanding;

For instance: If one loan has EMI overdue for Month 1 (M1) and Month 2 (M2) then the method of appropriation shall be – M1 Interest, M1 Principal, M2 Interest, M2 Principal, M1 penal, M1 other charges, M2 penal, M2 other charges, Principal outstanding.

Provided that the Lender may however change the aforesaid order in its sole discretion without giving any prior written confirmation to the Borrower in that regard and appropriate any payment in any manner and in any order of priority as it deems fit and proper.

11.3 **Liability of Borrower**

Notwithstanding anything contained in the Terms of Facility, in case the Facility is provided to more than one Borrower, the liability of the Borrower to repay the Facility together with interest and all other amounts due to be payable under the Terms of facility and/or any other documents executed between the Borrower and the Lender, shall be joint and several.

11.4 **Cross Liability/Default**

Any default by the Borrower under any agreement, arrangement and/or under any of its indebtedness (whether actual or contingent, or whether primary or collateral, or whether joint and/ or several) with the Lender or its subsidiaries/fellow subsidiaries/Affiliates/any other entity forming part of Lender, shall constitute an Event of Default under the Facility and vice-versa. The Lender, its Affiliates and entities/persons related to the Lender shall have a paramount lien and right of set-off on/against all other, present as well as future monies, securities, deposits of any kind and nature, all other assets and properties belonging to the Borrower's credit (whether held singly or jointly with any other person) which are deposited: with/under the control of the Lender its Affiliates and/or entities/persons related to the Lender pursuant to any contract entered/to be entered into by the Borrower in any capacity, notwithstanding that such deposits may not be expressed in the same currency as the indebtedness. The Lender, its Affiliates and entities/persons related to the Lender shall be entitled and authorized to exercise such right of lien and set-off against all such amounts/assets/properties for settlement of the Outstandings with or without any further notice to the Borrower. In this regard, any discharge given by the Lender to its Affiliates and/or entities/persons related to the Lender shall be valid and binding on Borrower. Further, the Borrower hereby authorizes the Lender to make payments to the Lender's Affiliates and/or entities/persons related to the Lender, for any amounts owed by the Borrower to such Affiliates of the Lender and/or entities/persons related to the Lender, out of any excess moneys received/recovered by the Lender from the Borrower.

11.5 **Multiple Lending**

(a) It is hereby declared and agreed by the Borrower / Obligor that the Borrower / Obligor has (i) neither obtained nor planned to obtain any sanction or disbursement of any loan from any other lenders/banks/Financial Institutions other than the loans already availed and disclosed at the time of applying for loan with the Lender herein (SFPL) and

(ii) shall not avail any further loan within the next 30 days from the date of disbursement of the Facility availed from the Lender herein (SFPL), that would make his/her/their monthly EMI obligations higher than monthly net income, without the prior written consent of Lender in that regard.

(b) The Borrower/Obligor shall also be obligated, responsible and duty-bound to intimate the Lender in writing regarding any and all the loans / financial assistance procured or any financial assistance requested (sanctioned as well as not yet sanctioned) by the Borrower / Obligor from any other lenders/ banks/Financial Institutions/third-party/ies and/or any guarantee(s) (personal and/or corporate) provided or proposed to be provided by the Borrower / Obligor to any third-party/ies for the period 30 days preceding the disbursement of the Facility or disbursement of the first tranche of the Facility granted herein, as the case may be. In case at any subsequent point of time during the tenure of the loan facility, the Lender finds that the Borrower / Obligor has availed multiple funding from any other lenders/banks/Financial Institutions without intimating the Lender in writing in advance and/or the Borrower/Obligor fails to comply with the requirements of this clause on multi lending, it shall trigger an Event of Default / breach on the part of the Borrower / Obligor of the Facility Documents and the Lender shall be entitled to recall the entire loan facility granted by the Lender to the Borrower / Obligor along with interest and penal charges at the rate specified in the Schedule(s) relevant for the Facility, on the amounts due, from the date on which the event of default occurs and initiate appropriate legal action against the Borrower/Obligor including but not limited to civil and/or criminal action.

Notwithstanding anything to the contrary contained in any agreement(s), the Borrower expressly accepts and agrees that on the occurrence of any breach/default/event of default under any such agreements between the (a) the Borrower and/or any group entity of the Borrower and (b) Lender and/or any other SFPL group companies, then such breach/default/event of default under such agreement/document shall also be an event of default under the Terms of Facility, and the Lender and/or any of the SFPL group companies (as applicable) shall, without prejudice to any rights or remedies available to them, be entitled to exercise all rights under the such agreements, at their sole discretion.

12 PREPAYMENT

(a) Prepayment of Facility

The Borrower shall be entitled to prepay the Facility, in part or in full, during the Tenor of the Facility by paying a Prepayment Premium, strictly in accordance with the terms and conditions as provided under the Schedule of Terms and the Sanction Letter. Provided, however, no prepayment penalty shall be applicable on prepayment made pursuant to mandatory prepayment provisions, as may be prescribed by the Lender. Provided, however, the Facility being in the nature of a home loan facility, the prepayment of the Facility shall be made in accordance with the policies and rules of the Lender and in accordance with any statutory guidelines, as may be applicable from time to time. In case there is no policy, rule or guideline, prepayment fees as mentioned in the Schedule of Terms shall be applicable. In the event of Prepayment, the Borrower agrees that the Prepayment Charges are paid by the Borrower as per the terms of this Agreement and out of free will and consent of the Borrower without any coercion. Further, the Borrower agrees and acknowledges that once the Prepayment Charges are paid and a No-Dues Certificate is issued by the Lender, the Borrower shall not reclaim any amounts from the Lender for any reason whatsoever at any time.

(b) Restrictions

Any notice of prepayment given by any Party under this Clause 12 shall be irrevocable and unless a contrary indication appears in these General Terms and Conditions, shall specify the date upon which the relevant prepayment is to be made and the amount of that prepayment.

(c) Without prejudice to any other term of this Agreement, the Parties expressly agree that any pre-payment/excess amount paid by the Borrower to the Lender; shall be appropriated in the loan account basis the below criteria/methodology in the absence of any specific instructions from the Borrower:

(i) Excess amount greater than (>) EMI: If service request (SR) for part payment / foreclosure is not created/received within 2 working days of receipt of funds, the excess funds will be adjusted towards principal outstanding by giving effect on loan tenure as part payment /foreclosure. Overdues, if any, would be adjusted first and the balance amount would be considered for part prepayment. In case of foreclosure request the excess amount should be sufficient for the total foreclosure amount payable.

(ii) Excess amount equal to (=) EMI: If service request (SR)/instructions for part payment is not created/received on same day of receipt of funds, excess amount will be refunded back to Borrower's loan repayment operative account. EMI paid in advance cases would be excluded from refund processing.

(iii) Excess amount less than (<) EMI: Excess amount will be kept unappropriated in the loan account for period upto 3 working days; post 3 working the excess funds will be refunded back to Borrower's loan repayment operative account.

13 MODE OF PAYMENT

(a) The Borrower shall deliver post-dated cheque/s and/or signed mandates for electronic transfers ("**ECS Mandate**") and/or signed National Automated Clearing House (NACH) Debit Mandate ("**NACH Mandate**") and/or signed mandate for Direct Debit ("**Direct Debit Mandate**"), in a form prescribed by the Lender, to the Lender for the due repayment of the Facility. Such cheque/s and/or ECS Mandate and/or NACH Mandate and/or Direct Debit Mandate shall be deemed to have been given for adequate consideration already received by the Borrower and shall not absolve the Borrower from his liability to pay the outstanding Facility hereunder until the cheque/s is/are duly realized and/or ECS Mandate and/or NACH Mandate and/or Direct Debit Mandate is duly acted upon.

It is expressly agreed and understood that the Borrower shall maintain adequate balance for realization of the cheques and/or ECS Mandates and/or NACH Mandate and/or Direct Debit Mandate on their due dates for payment and shall at no time close the bank account/s in relation to which such ECS Mandates and/or NACH Mandate and/or cheques and/or Direct Debit Mandate have been issued or issue any communication to Lender for stopping or postponing the presentment of the said cheques and/or ECS Mandate and/or NACH Mandate and/or Direct Debit Mandate and the Lender is not bound to take notice of any such communication and which, if issued, will be regarded as a dishonour of the cheques drawn and/or ECS Mandate and/or NACH Mandate and/or Direct Debit Mandate given. Provided however that the Lender shall have an unconditional right, any time during the tenor of the Facility, to call upon the Borrower for submission of fresh cheques and/or ECS Mandates and/or NACH Mandate and/or Direct Debit Mandate if in the opinion of the Lender such fresh cheques and/or ECS Mandates and/or NACH Mandate and/or Direct Debit Mandate are necessary for payment of Interest and/or repayment of the Facility.

(b) The Borrower expressly agrees that if any other amounts are outstanding for payment by the Borrower (not being the Facility or Interest thereon) including on account of the amounts disbursed under any other loans or advances or on account of other Indebtedness of the Borrower, the Lender shall be entitled to encash the post-dated

cheques deposited with it and/or invoke the relevant ECS Mandates and/or NACH Mandate and/or Direct Debit Mandate for the satisfaction of such outstanding amounts there under notwithstanding that the post-dated cheques have been deposited and/or ECS Mandates and/or NACH Mandate and/or Direct Debit Mandate provided, for repayment of the Facility and interest thereon and the Borrower shall continue to be indebted to the Lender for the Facility or interest, as the case may be.

(c) All cheques shall be drawn and/or ECS Mandates and/or NACH Mandate and/or Direct Debit Mandate shall be issued in favour of the Lender and the amount due on the cheque or ECS Mandate and/or NACH Mandate/Direct Debit Mandate shall be deemed to have been received on realization of thecheque or ECS Mandate and/or NACH Mandate/Direct Debit Mandate.

(d) Dishonour/non-realization of the said cheque or ECS Mandate and/or NACH Mandate/Direct Debit Mandate shall render the Borrower and the signatories of the cheque/ECS Mandate and/or NACH Mandate/Direct Debit Mandate to an action under Section 138 of the Negotiable Instruments Act, 1881 and/or Section 25 of Payment and Settlement Systems Act, 2007 in addition to any other action legal action/remedies available under the other laws. The Borrower/signatories shall not be entitled to plead that the said cheque or ECS Mandate or NACH Mandate or Direct Debit Mandate was not validly issued.

(e) The authority given by the Borrower to the Lender herein to fill in the details of the Payment Instruments including the amounts payable is as permitted under the provisions of Section 20 of the Negotiable Instruments Act, 1881 and the same does not amount to a material alteration of the said Payment Instruments by the Lender. By execution of the Facility Documents, the Borrower has agreed and confirmed that in the event the acts of the Lender in filling the Payment Instruments as aforesaid are construed by any court, tribunal, Authority or other person or forum, judicial, quasi-judicial, non-judicial, governmental, semi-governmental or non-governmental to be an alteration within the meaning of the Negotiable Instruments Act, 1881:

(i) The Borrower has provided Borrower's consent for such an alteration and that by reason of such alteration, the Payment Instruments shall / should not be construed to be void or otherwise unenforceable and the Borrower has agreed and accepted to honour such Payment Instruments when presented for payment.

(ii) the Borrower has confirmed that such alteration is made to record the common intention of the Lender and the Borrower, which common intention is to fill in the Payment Instruments with the amounts due by the Borrower to the Lender and to present the same for payment on such dates as the Lender may in its absolute and sole discretion decide.

(f) In this regard the Borrower has also agreed to irrevocably nominate, constitute and appoint the Lender acting through any of its officers, agents as the true and lawful attorney for the Lender on its behalf and its cost and risk to do, execute and perform all or any of the following acts, deeds, matters and things that is to say:-

(i) To appoint or engage any agent, courier agencies, correspondent banks for ensuring safe holding of Payment Instruments and having the same picked up, processed and cleared at the Borrower's risks and costs;

(ii) Generally to do, perform and execute all acts, deeds, matters and things relating to or concerning or touching the repayment of the Facility;

(iii) For the better doing, performing and execution of all the matters and things aforesaid, the Borrower hereby further grants unto the said Lender full power and authority to substitute and appoint in its place and stead on such terms as it may think fit one or more attorney(s) to exercise for the Borrower as the Borrower's attorney(s) any or all the powers and authorities hereby conferred, to revoke any such appointments and to substitute or appoint any other person(s) in place of such attorney(s) as Lender may from time to time think fit;

(iv) The Borrower has also agreed to ratify and confirm all and whatsoever that the Lender shall do or cause to be done in or about the premises by virtue of the powers herein given;

(g) The authority and powers given to the Lender under the Facility Documents is for a consideration and is irrevocable under Section 202 of the Indian Contract Act, 1882 and such authority/power shall survive the death/winding up/dissolution of the Borrower (as may be applicable on case-to-case basis). Further, the Borrower will be required to honour all the Payment Instruments as and when presented for payment by the Lender and not to take any steps, which in any way are likely to affect the payment thereunder to the Lender.

(h) If the Lender for any reason modifies the amount of the Instalment, the Borrower shall issue fresh Payment Instruments/instructions to the Borrower's bank to ensure that the amount of the modified Instalment is transferred to the Lender under PI(s) and the Borrower shall provide the Lender with 'proof of these instructions and the acceptance thereof by the Borrower's bank. Failure to provide such fresh instructions shall be considered as an Event of Default by the Borrower thereby entitling the Lender herein to terminate the Agreement with the Borrower. Further, the Lender shall be entitled to the remedies available to the Lender under law and/or in equity.

(i) The Lender shall not in any way be responsible for delay, omission, or neglect in encashment, damage or loss of any Payment Instruments for any reasons whatsoever, and shall not be liable to the Borrower in this respect.

(j) The Borrower shall be at a liberty to, subject to prior approval by the Lender, be permitted to swap/exchange the PI(s) issued to the Lender with alternate PI(s) subject to payment to the Lender of the charges as specified in the Facility Documents.

(k) Any dishonour of any payment Instruments, would constitute an Offence under Section 138 of the Negotiable Instruments Act, 1881 or Section 25 of the Payment and Settlement Systems Act, 2007, as the case maybe.

(l) The Borrower shall have and shall maintain sufficient balance in the account of the drawee bank for payment of PI(s) issued by the Borrower on and immediately prior to the Due Date(s) when the relevant PI(s) become mature and payable and thereafter to honour any such PI(s).

14 SECURITY AND CONTRACUAL COMFORTS

14.1 The Facility together with all Interest, Penal Charges, Prepayment Premium, all other costs, charges, expenses, fees or other amounts payable to the Lender under the Terms of Facility shall be secured by creation of a first ranking charge by way of registered/equitable mortgage over the Property ("**Security**").

Security as stated above shall be created in favour of the Lender in a form and manner acceptable to the Lender.

14.2 **Demand Promissory Note**

The Borrower shall execute a demand promissory note (DPN) in favour of the Lender for the Facility and interest thereon along with a letter of continuity (LOC) for the same amount, duly signed and delivered to the Lender as security for payment/repayment of the Obligations. The Borrower shall also forthwith execute and deliver such documents from time to time, to ensure that the DPN and LOC remains valid and subsisting.

14.3 **Time frame for creation of Security**

The Security mentioned in Clause 14.1 above, shall be created and perfected within such time as may be permitted by the Lender in writing, as per the Schedule of Terms and if the Disbursement is made in a single Tranche, then all the security mentioned above shall be created before such Disbursement, unless otherwise stipulated in the Sanction Letter.

14.4 **Marketable title**

The Obligors shall make out a good and marketable title to their Property to be secured in favour of the Lender to the satisfaction of the Lender and comply with all such formalities as may be necessary or required for the said purpose.

14.5 **Permissions**

The Borrower shall obtain all necessary Clearances for the creation, perfection and maintenance of the Security required to be created in terms of the Finance Documents, as and when required, and ensure that all such Clearances are, at all times, in full force and effect.

14.6 **Costs**

The Borrower shall pay on demand to the Lender, the actual cost incurred by any solicitors/advocates/company secretaries used by the Lender in connection with the documentation, creation and perfection of the Security, compilation of search/status reports or other similar matters.

14.7 **Asset Cover**

The Borrower shall ensure that minimum security cover as mentioned in the Schedule of Terms to the Facility Agreement ("**Asset Cover**") is maintained at all times till the

Final Settlement Date. Further, the Borrower hereby agrees and undertakes that if the Asset Cover is not maintained, the Borrower shall either prepay the proportionate Facility amount immediately including if the Asset Cover is not maintained and loan is pre-paid then prepayment amount shall be paid including any Prepayment Charges to the extent of such shortfall and also including penalty to the extent of or top-up the Security by way of cash margin or additional security acceptable to the Lender within 30 days from such breach failing which SFPL shall have the right at its sole discretion to terminate the Facility Agreement and recall entire loan amount. The Borrower shall provide an undertaking in this regard before disbursement of the Facility.

14.8 **Continuing Security**

All the Security by the Borrower and/or other Obligors, pursuant to the Facility, shall be deemed to be continuing security and shall not be discharged until the Final Settlement Date.

14.9 The Borrower irrevocably waives any objection now or in future, to the laying of the venue of any legal proceedings in the courts and tribunals at [the jurisdiction where the Branch is situated / at Bangalore / Mumbai and any claim that any such legal proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any legal proceedings brought in the courts and tribunals at [the jurisdiction where the Branch is situated / Bangalore / Mumbai, shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by law."

It is agreed and acknowledged by the Borrower and the Security Provider that the venue of any legal proceedings in the courts and tribunals where the mortgage Security is situated shall be the jurisdiction for the purpose of enforcing the mortgage by the Lender and neither the Borrower nor the Security Provider shall have any objection in that regard.

14.10 **Handover of Original Security documents**

i. It is agreed by and between the Borrower and the Lender that only upon full Repayment or full Prepayment of the Facility, as the case may be, along with payment of all applicable charges, fees etc., the Lender shall release all the original movable / immovable Security Documents and further, also remove charges registered with any registry within a period of 30 days after full repayment/settlement of the Facility.

ii. The timeline and place of return of original movable/immovable property documents are mentioned in the Sanction Letter issued pertaining to the Facility.

iii. In the event of demise of the security provider(s) / mortgagor(s) / property owner(s) the Lender shall arrange for the return of original Security (movable/immovable) Documents to legal heir(s) of such deceased security provider(s) / mortgagor(s) / property owner(s) in the manner as displayed on the Lender's website under 'Procedure for Handover of Documents to Legal Heir'.

iv. It is pertinent to note that in the event of any delay in return of original Security (movable/immovable) Documents and/or delay in or failure on the part of the Lender to file charge satisfaction form with relevant registry beyond 30 days after full repayment/ settlement of loan, and such delay / failure is attributable to the Borrower, security provider(s) or the legal heirs of the deceased security provider(s) / mortgagor(s) / property owner(s), the Lender shall not be liable or obligated to pay any penalty or delay (as mentioned on the Lender's website) to such Borrower, security provider or the legal heirs of the deceased security provider(s) / mortgagor(s) / property owner(s).

v. In case of delay in releasing of original movable / immovable property documents or failing to file charge satisfaction form with relevant registry beyond 30 days after full repayment/ settlement of loan, the Lender shall communicate to the borrower reasons for such delay. In case where the delay is attributable to the Lender, it shall compensate the Borrower at the rate specified in the circular issued by the Reserve Bank of India bearing no. RBI/2023-24/60 DoR.MCS.REC.38/01.01.001/2023-24 September 13, 2023 as may be amended from time to time as displayed on the Lender's website under 'Procedure for Handover of Documents to Legal Heir'.

15 REPRESENTATIONS AND WARRANTIES

The Borrower makes the representations and warranties listed in SCHEDULE 1 attached hereto. In addition, each of the representations and warranties made by the Borrower and the Obligors, (other than the representations and warranties expressed to be made as of a specified date) shall be deemed to be repeated on each day starting from the date of the Facility Agreement till the Final Settlement Date. These representations and warranties shall survive the execution of the Facility Agreement and the making of a Disbursement under the Terms of Facility till the Final Settlement Date.

16 LENDER'S RIGHTS

The Lender shall, in relation to the Facility:

(a) have the sole right at any time during the tenure of the Facility Agreement to revise/reschedule the repayment terms/amount of Repayment Installment or of any other amounts outstanding thereunder and the Borrower shall make all future repayments to the Lender according to such revised schedule on being notified by the Lender of such revision or re-schedulement; Further, on account of the floating rate of interest, the Lender shall in its sole and absolute discretion, at any time during the tenure of the Facility, have the right to either increase/modify the Tenure of the Facility or to increase/modify the amount of the Repayment Instalment. However, in the event the Borrower intends to opt for the other stipulation (i.e., otherwise than the option exercised by the Lender), then the Borrower shall request the Lender in writing and the Lender may, upon receipt of such request from the Borrower, agree to such request of the Borrower by stipulating such further conditions as the Lender may deem fit and proper in that regard.

(b) Have the right to send the communication through SMS/Whats App / Letter and Email on registered contact details of the Borrower wherever available regarding the reset of its Applicable Interest Rate along with the list of options available as a consequence of revision of the Applicable Interest Rate to the Facility. In case no confirmation or response is received from the Borrower by the Lender within the specified timeline, the Lender will revise the tenor of the Facility by default or consider enhancement of EMI in case of negative amortization or breach in maximum tenor / age as per the internal product policy of the Lender. The Borrower can download the statement of the loan account form the website / portal of the Lender which show the principal and interest recovered till date, EMI amount, number of EMIs left, Applicable Interest Rate, Annual Percentage Rate (APR) for the entire tenor of the Facility

(c) The Company shall provide prior notice to the Borrower, in a language understood by the Borrower, of any changes in the terms and conditions of the Facility, including but not limited to disbursement schedule, interest rates, fees, charges, penalties, prepayment charges, service charges or any other amounts payable under the Facility. All such changes shall be implemented only on a prospective basis and shall be binding upon the Borrower upon such communication.

(d) All such changes shall be implemented only on a prospective basis and shall be binding upon the Borrower upon such communication.

(e) have the right to receive and adjust any payment/s that it may receive as an assignee of the insurance in relation to the Property and on the life of the Borrower towards amounts due and/or payable by the Borrower under the Facility Agreement;

(f) have the sole right to amend any of the terms and conditions of the Facility Agreement including but not limited to revision of Interest Rate (Penal Charges, periodicity of compounding interest, method of effecting credit of the repayments without assigning any reason or notifying the Borrower and the Borrower agrees that such revision shall become applicable from the date of such revision in the records of the Lender;

(g) have an unconditional right to cancel the undrawn/unavailed/unused portion of the Facility at any time during the subsistence of the Facility, without any further notice to the Borrower, for any reason whatsoever (either regulatory or other reasons). In the event of any such cancellation, all the provisions of Facility Agreement and all other related documents shall continue to be effective and valid and the Borrower shall repay the outstanding dues under the Facility duly and punctually as provided in the Facility Agreement;

(h) have the right to enter the property, inspect and supervise it and also inspect books of accounts and other records maintained by the Borrower.

(i) have a right, at Borrower's cost, to insure the Property or take any measure for the upkeep and preservation of the Property;
(j) have the right to create a charge or mortgage over the Property as security in its own favour or in favour of any third party;
(k) have the right to obtain refinance against the Facility as it may consider appropriate;
(l) be entitled to disclose any information about the Borrower, his account relationship with the Lender and/or any default committed by him (whether such information is provided by the Borrower or obtained by the Lender itself and whether in form of repayment conduct, rating or defaults, affiliated entities, Reserve Bank of India, any refinancing agency, credit rating agency and such third parties as the Lender may in its sole and exclusive discretion, deem fit and proper. The Lender shall also be entitled to seek and receive any information as it deems fit in connection with the Facility and/or the Borrower from any third party;
(m) in the event of any merger/restructuring/amalgamation/spin off in any of the Obligors, the Lender shall have the right to get a legal expert to verify the enforceability of Financing Documents and Security, in the event of any merger/restructuring/amalgamation/spin off in any of the Obligors, and if required undertake drafting of any amendment documents to ensure the validity and enforceability of Security. All such expenses incurred in this regard will be payable by Borrower;
(n) be entitled to require the Borrower, in the event of the Borrower, if an individual, opting to resign or retire from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever, to instruct his employer to remit the entire dues (including provident fund, gratuity and compensation) becoming payable by the Borrower from his employer on account of his such cessation of employment and to receive and appropriate the same towards the Borrower's liability under the Loan; and
(o) be entitled to call upon the Borrower and the Borrower shall be liable to furnish to the Lender additional Security in case Lender determines that the value of Security furnished by the Borrower has decreased or the same is insufficient. The Lender further reserves the right to immediately recall the Loan if it is found that the Property is of inferior value than as declared by the Borrower.
(p) In case of disbursement cheque is unencashed/uncleared ageing 60 days and above from the date of disbursement, the same shall be considered for loan cancellation/part prepayment adjustment in your loan account with effect on EMI reduction post adjusting overdues, if any. In case of loan cancellation, funded insurance cover also shall be considered for cancellation.
(q) The Borrower hereby irrevocably and unconditionally authorizes the Lender to debit the Account or any other account of the Borrower and appropriate any amounts therefrom, without any notice to or consent from the Borrower, for payment/ repayment by the Borrower to the Lender of the Outstandings as and when any part of it becomes due including for the Reduction Amount, interest, charges, other monies, etc.
(r) The Facility which is being offered to the Borrower is based on the understanding, that the Property is located in India and within such locations as may be determined by the Lender. Even if the Property is within the specified locations, the Lender may refuse to disburse the Facility if the Property does not meet the Lender's credit policies, guidelines and criteria as it deems fit, in its sole discretion

17 COVENANTS AND UNDERTAKINGS

(a) The Borrower covenants and unconditionally and irrevocably undertakes that, till the Final Settlement Date, the Borrower will comply with the obligations as set out under these General Terms and Conditions and under the other Finance Documents. Without prejudice to the aforesaid, the Borrower covenants and unconditionally and irrevocably undertakes all of the covenants as set out in SCHEDULE 3 hereof.
(b) That it shall comply with the Applicable Law in all material respects and shall enter into necessary amendments (if any) for the purpose of effectuating change in the Applicable Law within 45 (forty-five) Business Days of becoming aware of such change in the Applicable Law.
(c) If the change in Applicable Law as mentioned in sub-clause (b) above results in a requirement for execution of new set of financing documents, the Finance Documents will govern the workings of the transaction till such time as such new financing documents have been executed, post which the new set of transaction documents will be the Finance Documents between Parties for the purpose of the Facility.
(d) The Borrower hereby confirms that none of the directors/partners/designated partners of the Borrower are related to any director/s' of the Lender or such directors' relatives as defined under subclause 77 of Section 2 of the Companies Act, 2013. Further, none of the director's or his/her relatives or senior officials of the Lender or the directors of another Lender, hold interest in the Borrower(s). The Borrower further confirms that none of the directors/partners of the Borrower are related to any senior officials of the Lender. For the purpose of this clause, the term 'Senior Officials' shall have the same meaning as assigned to the term 'Senior Management' under Section 178 of the Companies Act, 2013

18 EVENTS OF DEFAULT

The Lender shall be entitled to treat any of the default(s), event(s) and/or breach(es) as mentioned in SCHEDULE 2 hereof as an event of default (each an "**Event of Default**").
Upon the occurrence of an Event of Default, either on its own or on being directed by the Lender, remedy the default within such days from the date on which the default first occurred as may be provided for in the Sanction Letter or as may be permitted by the Lender, if the default is capable of remedy, which determination the Lender shall make at its sole discretion. Provided that no such cure period shall be available for an Event of Default arising due to delay in making any payments of Interest, Repayment Installments or other monies payable on their respective Due Dates as per the terms of the Finance Documents.

19 EXPENSES

The Borrower shall, whether or not the transactions herein contemplated are consummated, pay all out-of-pocket costs and reasonable expenses (including all Taxes (including stamp duties), fees and disbursements of a legal counsel, duties, fees or other charges payable to the Lender and the other Lender) in connection with (i) the preparation, notarisation, execution, issue and delivery and, where appropriate, registration, or for the legality, validity, enforceability, of the Terms of Facility, other Finance Documents and any other documents and instruments related hereto or thereto (including legal opinions); (ii) any amendment or modification to the Finance Documents or any such other document or instrument related hereto or thereto; (iii) the registration (where appropriate) and the delivery of the evidences of indebtedness relating to the Facility, and the Disbursements thereof; and (iv) the enforcement of the Terms of Facility, other Finance Documents and any other documents and instruments referred to herein and therein.

20 INDEMNITY

20.1 The Borrower shall indemnify and shall keep indemnified, the Lender and its directors, officers, employees, agents, attorneys or any other Person affiliated with or representing the Lenders or any of them (each an "**Indemnified Party**") against any and all losses, liabilities, obligations, damages, actions, proceedings, and judgments (including without limitation reasonable legal and other fees on an indemnity basis) incurred by any Indemnified Party, as a result of, or arising out of, or in any way related to, or by reason of, litigation or other proceeding (whether or not the Lender is a party thereto) related to (i) the entering into and/or performance of any Finance Document, (ii) the Disbursement of, and/or use of the proceeds of the Facility and/or (iii) material non-performance or non- observance or inaccuracy of any of the respective undertakings, covenants, representations and warranties and agreements on the part of the Borrower herein contained or under any other Finance Document. All sums necessary to effect the indemnity contained under this Clause shall form part of the Obligations pursuant to the Facility and shall be secured by the Security Documents.

20.2 **Email Indemnity**

The Borrower hereby acknowledges that sending information by e-mail is not a secure means of sending information. The Borrower further confirms that the Borrower is aware of the risks involved in sending e-mail instructions, including the risk that e-mail instructions may:
(a) be fraudulently or mistakenly written, altered or sent; and
(b) not be received in whole or in part by the intended recipient;
And the request to the Lender to accept and act on e-mail instructions is for Borrower's convenience and benefit only. Notwithstanding anything contained herein or elsewhere, the Lender shall not be bound to act in accordance with the whole or any part of the instructions or directions contained in any e-mail and may in its sole discretion and exclusive determination, decline or omit to act pursuant to any instruction, or defer acting in accordance with any instruction, and the same shall be at

Borrower's risk and the Lender shall not be liable for the consequences of any such refusal or omission to act or deferment of action.

21 CANCELLATION

The Lender reserves the absolute right to cancel the limits and recall the outstanding Facility (either fully or partially) unconditionally without prior notice

(i) In case the limits/part of the limits are not utilized, and/or

(ii) In case of deterioration in the loan accounts in any manners, whatsoever, and/or

(iii) In case of non-compliance of terms and conditions of the Terms of Facility and any other Finance Documents.

(iv) In case Asset Cover is not maintained sufficiently or the Asset Cover is less.

The Borrower further unconditionally agrees, undertakes and acknowledges that the Lender has an unconditional right to cancel the outstanding undrawn commitments under the Agreement and withhold disbursement at any time during the currency of the Facility and that the Lender shall endeavour to provide prior intimation of the same to Borrower;

The Borrower unconditionally agrees, undertakes and acknowledges that the Lender shall have the right to unconditionally cancel its outstanding un-drawn commitment in the event deterioration in the Borrower's creditworthiness. For the purpose of above clauses, deterioration in the Borrower's creditworthiness shall include without limitation:

(i) Inclusion of the Borrower in Reserve Bank of India's wilful defaulter lists;

(ii) Failure of the Borrower and/or the other Obligors to comply with the terms and condition of the Finance Documents.

22 TAX GROSS UP AND SET OFF

(a) All payments to be made by the Borrower to the Lender under the Finance Documents shall be grossed up, and shall be made free and clear of and without deduction for or on account of Taxes unless the Borrower is required to make such a payment subject to the deduction or withholding of taxes in accordance with Applicable Law, provided that the Borrower delivers to the Lender tax withholding or tax deduction certificates in respect of such withholding or deduction within 30 (thirty) days of such withholding and/or deduction evidencing that the amounts deducted and/or withheld have been paid and/or deposited with the relevant Governmental Authority.

(b) All payments made to the Lender under the Finance Documents, by the Borrower and/or any other Person, shall be made without set-off, counterclaim.

23 PAYMENT OF MONIES DUE

If any payment obligation of any party under the Finance Documents is to be performed on a day which is not a Business Day, the said payment shall be made on the immediately succeeding Business Day.

24 NOTICES

(a) Except as otherwise expressly provided herein or in any Finance Document, all notices and other communications provided for hereunder or thereunder shall be (i) in writing (including telex and telecopier, except as noted below); and (ii) telexed, faxed, telecopied or sent by a Person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) or by registered post or (iii) by electronic mail or (iv) through Instant Messaging Services like WhatsApp or Telegram to a party hereto at its address/email address and contact number specified in Schedule of Terms attached to the Facility Agreement, or at such other address and contact number as is designated by such party in a written notice to the other parties hereto.

(b) All such notices and communications shall be effective (i) if sent by telex, when sent (with the correct answerback); (ii) if sent by telecopier or fax, when sent (on receipt of a confirmation to the correct telecopier or fax number); (iii) if sent by Person, when delivered; (iv) if sent by courier, (a) 1 (one) Business Day after deposit with an overnight courier if for inland delivery; and (b) 5 (five) Business Days after deposit with an international courier if for overseas delivery, (v) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not, and (vi) if sent by email, upon successful transmission of such email (i.e. if it does not bounce back). (vii) if sent through Instant Messaging Services line WhatsApp or Telegram, upon successful delivery of such Instant Message. Provided any notice from the Borrower to the Lender shall be binding only when actually received by the Lender at the address as is required as per this General Terms and Conditions and/or the other Finance Documents. Provided any notice from the Borrower to the Lender shall be binding only when actually received by the Lender at the address as is required as per the Facility Agreement.

(c) The Borrower shall inform the Lender forthwith as regards any change in his address for service of notice.

(d) It is agreed by the Borrower that a copy of all communications shall be marked to:
No.65, Shrinijaya Arcade, 1st Floor,
Opp Punjab National Bank, T Dasarahalli, Bangalore- 560057
Kind Attn.: Ms. Iswariya Rajan, E-mail: grievance.officer@sahayyafinserve.com

25 RECORDS

Lender has a right to hold all the transaction documents, title documents in respect of the Property and any other information exchanged between the Lender and the Borrower under this Agreement even after expiry or termination of this Agreement or for such period as may be specified from time to time for fulfilling any regulatory/internal policy obligations/guidelines including anti-money laundering related requirements.

26 NO WAIVER; REMEDIES CUMULATIVE

No failure or delay on the part of the Lender in exercising any right, power or privilege hereunder or under any other Finance Document and no course of dealing between the Borrower, on the one hand, and the Lender, on the other hand, shall impair any such right, power or privilege or operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under any other Finance Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. The rights, powers and remedies herein or in any other Finance Document expressly provided are cumulative and not exclusive of any rights, powers or remedies which the Lender would otherwise have. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Lender to any other or further action in any circumstances without notice or demand.

27 TRANSFER, NOVATION AND PARTICIPATION; SECURITISATION

(a) The Borrower shall not assign, transfer or novate any interest in, its rights and/or obligations under any Finance Document to which it is a party.

(b) The Lender may, at any time, assign, transfer, sell, pledge or hypothecate the Facility, receivables, the security, rights, benefits and any other interest created in its favour under the Terms of Facility, the other Finance Documents or hereunder without prior concurrence or intimation to the Borrower to any other bank/financial institution or asset reconstruction companies in whole or in part and in such manner and on such terms as the Lender may decide without any reference to the Borrower by executing a novation and transfer notice in the form prescribed in the Schedule of Terms attached to the Facility Agreement. Notwithstanding any such assignment or transfer, the Borrower shall, unless otherwise notified by the Lender, continue to make all payments under the Terms of Facility to the Lender and all such payments including prepayment charges, if any, when made to the Lender shall constitute a full discharge to the Borrower from all its liabilities in respect of such payments.

(c) Without prejudice to the aforesaid provision, the Lender may (at its sole discretion), without notice to the Borrower, share the credit risk of the whole or a part of the Facility with any other Person by way of participation and in such case, all the rights, privileges available to the lender under this General terms and Conditions and Facility Agreement, shall at all-time be available to the Lender.

(d) Notwithstanding the aforesaid, the Parties agree that the Lender shall have the right to securitize its outstanding amounts under the Facility, along with transfer of the benefit of the underlying security and other rights and privileges and obligations under the Finance Documents and in the event of such securitization the Lender is not bound to or required to send an individual intimation as to the said securitization to the Borrower.

28 SEVERABILITY

Any provision of any Finance Document which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of such Finance Document or affect such provision in any other jurisdiction.

29 CALCULATIONS AND COMPUTATIONS

(a) The Lender shall maintain, in accordance with its usual practice, accounts evidencing the amounts from time to time lent by and/or owing to it under the Terms of Facility and the other Finance Documents. In any dispute between the Borrower and the Lender, including any Legal Proceedings, the entries made in the accounts maintained by the Lender shall, save for any manifest error, be conclusive evidence of the existence and amount of obligations of the Borrower as therein recorded.

(b) A statement signed by a designated officer of the Lender or a system generated statement shall be sufficient evidence of, Interest, Penal Charges, and all other payments to be made to the Lender under the Terms of Facility.

30 Insurance

The secured assets being mortgaged to the Lender will be comprehensively insured (at the own expense of the Borrower / Obligor during the continuance of the security) with such insurance company as may be required by the Lender against all losses and damages by riot, civil commotion, risks, accident, fire, theft, and all other risks usually covered by insurance including third party risks. The Borrower / Obligor shall punctually pay all premia payable for the insurance and maintain the policies in full force and effect and not to do or cause to be done anything whereby the policy gets vitiated and shall renew the policy from time to time and ensure that the secured assets mortgaged to the Lender remain insured throughout the term/ pendency of the Finance Documents or while any monies due or payable to the Lender under the Facility are outstanding and the original policies of insurance and renewal notes shall be immediately deposited with the Lender. The insurance policy to be taken out under the Finance Documents shall be in the name of the Borrower and the Lender shall be described as loss payee under such insurance. The Lender shall be entitled to appropriate any monies received from the insurance company towards the Borrower / Obligor's obligation to the Lender in respect of the Facility. The Lender shall not be liable for any loss on account of nonrenewal of insurance of the secured assets and/or delay / non-payment by the insurance company of any settlement claim by the Borrower / Obligor.

In order to safeguard the Security of the Facility and to ensure that the Lender's lien is marked on the insurance, the Lender may get the insurance done on behalf of the Borrower / Obligor by being a facilitator and by making the premium payment to the approved insurance company through the Borrower / Obligor's PI(s). However, any non-payment on the part of the Lender due to any reason including occurrence of any Event of Default by the Borrower / Obligor shall not affect the liability of the Borrower / Obligor to pay the necessary insurance premium and to keep the secured assets insured. The first claim on any insurance proceeds shall be that of the Lender with respect to insurance policy and its renewal as stipulated from time to time and the Borrower / Obligor shall pay reasonable amount as nominal compensation for the services rendered by the Lender for facilitating the above-mentioned arrangement with the insurance company and ensuring that the Lender's name is marked under insurance.

The Lender may advise to cover the risk of loan repayment through Insurance both life and property where the Borrower has an option to enroll for Insurance through the partners of the Lender.

31 RIGHT TO DELEGATE

Lender shall, without prejudice to its rights to perform such activities itself or through its office employees, be entitled to appoint one or more person(s) ("**Service Providers**") as the Lender may select and to delegate to such party all or any of its functions, rights and powers under the Facility Documents including the rights and authority to receive on behalf of the Lender from the Borrower all Outstandings and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto. The Borrower expressly and irrevocably consents that for any claim against the Service Providers, the Lender shall not be liable and the claim of the Borrower on this account shall be against the Service Providers only.

32 ASSIGNMENT

The Borrower hereby agrees that the Borrower shall not transfer or assign any of its rights or liabilities under the Facility Documents to any person without the prior written consent of the Lender. The Borrower agrees that notwithstanding anything to the contrary contained in any of the Facility Documents, the Lender shall have the right to assign and / or transfer and / or novate and / or otherwise securitise its rights or obligations or any part thereof under the Facility Documents, and / or the Outstandings and/or enter into indemnity or other arrangements for risk sharing, whether with or without recourse to the Lender, to one or more scheduled commercial banks or any other person whether located / placed in India or outside India, without any reference or notice to the Borrower. The Borrower shall not, however, claim any privity of contract with any such entity to whom the Outstandings and/or the rights or obligation under the Facility Documents have been assigned / transferred / securitised or the Lender has entered into indemnity or arrangements for risk sharing. The Borrower irrevocably and unconditionally confirm that it shall continue to be bound by the terms of the Facility Documents and the other documents in relation to the Facility notwithstanding such transfer or assignment by the Lender.

33 GOVERNING LAW

This General Terms and Conditions is governed by and shall be construed in accordance with the laws of India.

34 JURISDICTION & DISPUTE RESOLUTION

(a) The Terms of Facility shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts and tribunals in Mumbai and/or Bangalore and/or Delhi, to settle any disputes, which may arise out of, or in connection with, this Indenture and that, accordingly, any legal action, suit or proceedings arising out of, or in connection with, the Terms of Facility may be brought in those courts and tribunals and the Borrower irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts and tribunals.

(b) The taking of proceedings in one or more jurisdictions shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not and the Borrower irrevocably submits to, and accepts, generally and unconditionally, the jurisdiction of such courts and tribunals, and the Borrower irrevocably waives any objection it may have now or in the future on the ground of an inconvenient forum.

i. Notwithstanding sub-clause (a) above all and any dispute/s, differences arising out of or in connection with this Agreement and/or Facility Documents and the Schedule of the Terms attached thereto, controversy or claim arising out of or relating to this Agreement and Facility Documents, including its construction, meaning, scope or validity thereof, or compliance with the provisions of the Facility Documents shall be resolved and settled, by arbitration only in accordance with the provisions of the Arbitration and Conciliation Act, 1996, including any statutory amendments thereto and shall be referred to either a Sole Arbitrator to be appointed by the Lender out of the panel of Arbitrators or shall be referred to an Arbitration Centre, an independent institution, appointed by the Lender and the Parties shall be at liberty to select the Arbitrator from the panel of the Arbitrators of Lender or the Arbitration Centre.

ii. Borrower agrees that in the event of any dispute, differences arising out of or in connection in any of the Facility Documents (such as any personal guarantees executed by the Borrower / Personal Guarantors and/or any Corporate Guarantees, Deed of Hypothecation etc.) including any additional documents executed by the Borrower or any additional facility / top-up / ad-hoc facility taken by the Borrower from the Lender herein such disputes shall be treated as a single reference to the Arbitrator.

iii. Lender shall address a notice to the Borrower suggesting the names of not more than three (3) Arbitrators. Borrower shall either:

a) Confirm in writing acceptance of any one amongst the propose names as the Sole Arbitrator to the Lender within a period of 7 days from the date of notice;

b) Convey its objection, if any, in writing to the Lender against the proposed names of the Sole Arbitrator within the aforesaid period of 7 days.

iv. However, if the Lender does not receive any response from the Borrower within the aforesaid period of 7 days, the Lender shall be entitled to nominate any one person from amongst the propose three names as the Sole Arbitrator and such Arbitrator shall be treated as Arbitrator appointed by mutually by the parties.

v. Borrower has given his/her/its consent for either appointment of sole Arbitrator or arbitration to be conducted by the Arbitration Centre, more particularly mentioned in Annexure I to this Agreement.

vi. The seat for such Arbitration shall be Bangalore / Mumbai / Delhi , as may be determined by the Lender and which may be administered electronically under Online Dispute Resolution (ODR), in accordance with its Dispute Resolution Rules ("**Rules**") of the Independent Arbitration Centre. The costs of such arbitration shall be borne by the Borrower(s). The language of the arbitration proceedings shall be English. The award, including interim award given by the Arbitrator shall be final and binding upon all the parties to this Agreement and also the Facility Documents. The provisions of this Clause shall continue to be in force in respect of any question, dispute or claim as mentioned in this Clause notwithstanding the repayment of all dues under the Facility.

vii. The Parties agree to have their disputes resolved by Fast Track procedure as specified in section 29B of the Arbitration and Conciliation Act, subject to and in accordance with, the procedure which the Arbitrator may lay down from time to time to conduct Arbitration proceedings and the Sole Arbitrator or the Arbitration Centre shall conduct Arbitration Proceedings in such manner as he/it may deem appropriate as per section 29B of the said Act.

viii. If a Party is required to enforce an arbitral award by legal action of any kind, the party against whom such legal action is taken shall pay all reasonable costs and expenses and attorneys' fees, including any cost of additional litigation or arbitration taken by the party seeking to enforce the award. The provision of arbitration clause contained herein shall continue in force in respect of any question, dispute or claim as mentioned in clause above notwithstanding the repayment of Facility.

ix. The terms of Facility shall be governed by the Laws of India and shall be subject to the exclusive jurisdiction of courts and tribunals in Bangalore / Mumbai / Delhi.

x. The Borrower(s) hereby expressly acknowledges, agrees, confirms and admits that the Borrower(s) has fully read, verified, understood and irrevocably agreed to and accepted and delivered all the terms, conditions and provisions contained herein and the Schedule of Terms of Facility by signing this Agreement.

xi. The Borrower(s) has executed this Arbitration Agreement with full knowledge and understanding of the obligations herein willingly undertaken, agreed and accepted and/or the Borrower(s) agrees that the complete terms and conditions of the terms of Facility have been explained in English or the vernacular language understood by the Borrower(s).

xii. In the event of death, refusal, neglect, inability or incapability of the person so appointed to act as an Arbitrator the Lender may appoint a new Arbitrator.

xiii. Without prejudice to the generality of the above clause, the lender shall have the right to seek remedies under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, as applicable, the Insolvency and Bankruptcy Code, 2016 and/or the Recovery of Debts and Bankruptcy Act, 1993 (DRT Act) in the event the legal status of the Lender changes or the law is amended or made to enable the Lender to proceed to recover dues from the Borrower under the DRT Act, in relation to its rights under the Finance Documents. Provided, however, that neither any such change in legal status of Lender nor change in law referred to hereinabove, shall invalidate an existing award passed by the arbitral tribunal pursuant to sub-clause (c) above.

35 SURVIVAL

(a) All indemnities set forth herein shall survive the Final Settlement Date.

(b) The Obligations of the Borrower under the Finance Documents will not be affected by:

(i) any unenforceability, illegality or invalidity of any obligation of any Person under a Finance Document; or

(ii) the breach, frustration or non-fulfilment of any provisions of, or claim arising out of or in connection with a Finance Document.

36 DISCLOSURE

(a) The Borrower hereby agrees that the Lender may disclose any information in respect of:

(i) the Borrower and the other Obligors;

(ii) any of the Finance Documents;

(iii) the Facility or any other credit facility availed/to be availed by the Borrower from the Lender;

(iv) obligations assumed/to be assumed by the Borrower in relation to the Facility;

(v) default, if any, committed by the Borrower in discharge of the aforesaid obligations; to any of its Affiliates and employees, authorised representatives or to any Person with whom it intends to enter, or has entered into any kind of transfer, participation or other agreement or transactions in relation to this General Terms and Conditions, the Finance Documents, the Borrower or otherwise. Further, the Borrower hereby agrees, acknowledges and confirms the right of the Lender to make disclosures as per the applicable rules and regulations laid down by SEBI, RBI and other regulators, from time to time.

(b) Except as provided in this Clause, the Lender agrees to keep all non- public and confidential information **("Information")** identified as confidential by the Obligors and made available (whether before or after the date of the Facility Agreement) by the Obligors, or on their behalf, to the Lender concerning the Obligors, confidential and not to communicate any Information, or allow any Information to be communicated to any third party unless:

(i) in connection with any proceedings arising out of or in connection with these General Terms and Conditions;

(ii) required to do so by an order of a court of competent jurisdiction whether or not in pursuance of any procedure for discovering documents;

(iii) to RBI and/or Credit Bureau(s) or other credit information agencies;

(iv) pursuant to any Applicable Law or on demand by any regulator;

(v) to its auditors, consultants, accountants, legal advisers, collection agents or officers, other agents, advisors and representatives;

(vi) in circumstances where the relevant Information has been published or announced by the obligors in conditions free from confidentiality or has otherwiseentered the public domain;

(vii) the Information was obtained by the Lender from an independent or third-party source.

(c) Notwithstanding the foregoing provisions of this Clause, the Borrower agrees and covenants that: -

(i) the Lender may make public announcements or place advertisements in relation to the financing of the Borrower;

(ii) the Lender shall, as the Lender may deem appropriate and necessary, be entitled to disclose all or any such:

1) information and data relating to the Borrower and the Obligors;

2) information or data relating to the Facility;

3) obligations assumed/to be assumed by the Borrower in relation to its Facility; and

4) default, if any, committed by the Borrower in discharge of the aforesaid obligations, to the RBI, the Credit Bureau(s) and any other agency authorised inthis behalf by RBI; and

(iii) RBI, the Credit Bureau(s) and any other agency so authorised may furnish for consideration, the processed information and data or products thereofprepared by them, to banks/financial institutions and other credit grantors or registered users.

(d) The Borrower hereby agrees and gives its consent for the disclosure by the Lender to the RBI, the Credit Bureau(s) and/or any other agency authorised inthis behalf by RBI of all Information.

37 TERMINATION

The Terms of Facility shall be automatically terminated on the Final Settlement Date. On the Final Settlement Date:

(a) the Security Interest created in favour of the Lender under the Finance Documents shall stand released without any further act, deeds, things from the Borrower or any of the Obligors;
(b) all the other Finance Documents shall stand automatically terminated; and
(c) subject to internal procedures of the Lender, no dues certificates shall be provided by the Lender to the Borrower.

38 Payment by Mistake, Accident or Error

(i) The Borrower hereby agrees and confirms that in the event the Lender transfers or remits any money to the Borrower or in its Account by mistake, accident or erroneously, which money, in the sole opinion of the Lender, is not due and/or payable to the Borrower, then the Borrower shall be obligated, duty-bound and liable to and shall, without any delay, demur or protest, forthwith and in no event later than 1 (one) Business Day of such transfer/remission or on first demand by the Lender (whichever is earlier), return and repay the said money to the Lender in a manner satisfactory to the Lender.
(ii) Until such return and repayment of the said 'erroneous / excess money' by the Borrower to the Lender, the Borrower shall hold the same in trust for the benefit of the Lender, keep such 'erroneous / excess money' segregated from all other moneys of the Borrower and keep it free from any attachment.
(iii) The Borrower hereby acknowledges and agrees that any non-compliance of the aforesaid obligations shall be a breach of trust and fiduciary duties on the part of the Borrower.
(iv) The Borrower hereby further agrees and confirms that in the event the Borrower fails to return the said 'erroneous / excess money' within the timelines as mentioned above, the Borrower shall be liable to pay interest on such money to the Lender at the same rate as applicable to the Facility granted in terms of this Agreement.
(v) Without prejudice to the foregoing, the Borrower hereby agrees and confirms that the Lender shall have the right to, at its sole and absolute discretion
(a) Debit any account or accounts of the Borrower maintained with the OD Bank and recover such 'erroneous / excess money', under intimation to the Borrower, and/or
(b) Recover such money from the future disbursements (if any) of the Loan.
(vi) The Borrower further agrees that such 'erroneous / excess money' which has been transferred or remitted by the Lender to Borrower or in its account by mistake, accident or erroneously, shall be deemed to be a part of the total outstanding said Dues payable by the Borrower to the Lender in terms of this Agreement and other Facility Documents, in case and till such time that the said 'erroneous / excess money' has not been returned and repaid to the Lender in the manner as stated above.

39 The Parties hereby agree that this Agreement may be executed with electronic signatures and all electronic signatures are the legal equivalent of manual/handwritten signature and such electronic signatures shall be valid and binding on the parties. The Parties hereto consent to be legally bound to this Agreement notwithstanding that the Agreement is electronically signed. The electronic signatures of the Borrower and Lender's representative shall be authenticated either with an e-certificate or OTP (one-time password verification), as the case may be.

40. CO-LENDING ARRANGEMENT

a. The Borrower acknowledges that the Lender may, at its sole discretion, enter into a co-lending arrangement with any financial institution ("the Institution"). Under this arrangement, the Institution may, after conducting necessary due diligence, acquire a portion of the rights, interests, or obligations under the Finance Documents relating to the Facility extended by the Lender. The extent of such participation by the Institution will be determined in accordance with the terms agreed between the Lender and the Institution. Notwithstanding such an arrangement, the Lender shall continue to act as the sole point of contact/interface for the Borrower throughout the duration of the Facility. Consequently, the Borrower is not obliged to directly interact or engage with the institution on any issues, inquiries, servicing needs, or grievances related to the Facility.

b. In the event the Lender assigns any portion of the Facility to the Institution, the Lender may, in accordance with the co-lending arrangement, direct the Borrower to make payments or repayments into a designated escrow account. Such a request will be communicated to the Borrower in writing, and the Borrower agrees to comply with the instructions provided by the Lender for depositing such payments. The escrow account will be managed in accordance with the terms mutually agreed upon between the Lender and the Institution under the co-lending arrangement.

c. By agreeing to this clause, the Borrower acknowledges and accepts the potential assignment of the Facility to the Bank as described herein and agrees to adhere to any changes in payment instructions as may be communicated by the Lender.

Schedule 1

REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants as follows:

1. Status

The Borrower if an individual or the Karta of the Borrower, of a hindu-undivided family, is a resident of India, is not minor, is of sound mind and of legal age and has the necessary capacity to enter into and be bound by the provisions of each Finance Document to which it is a party.
(OR) The Borrower, as applicable, is a duly organised/constituted and validly existing under the Indian Partnership Act, 1932/Limited Liability Partnership Act, 2008/ or any other Applicable Law.

2. Authorizations, Enforceability Etc.

(i) Each of the Obligors has the power to enter into, perform and deliver, and have taken all necessary corporate action to authorise them to entry into, performance and delivery of the Finance Documents to which it is a party and the transactions contemplated therein.
(ii) All authorisations, licenses, approvals, waivers or exemptions, consents, and Clearances required or desirable to obtain the Facility have been obtained or effected by the Obligors and are in full force and effect.
(iii) The execution, delivery and performance by the Obligors of the Finance Documents and the consummation of the transactions contemplated therein, do not and will not conflict with, contravene, result in a violation or breach of or default under the existing agreements and/or under Applicable Law.
(iv) Any document provided to the Lender by or on behalf of the Borrower which purports to be a certified copy is a true, complete and accurate copy of the original document which has not been amended other than by a document a certified copy of which is attached to it.
(v) The Lender has received a true, complete and correct copy of each of the Finance Documents in effect or required to be in effect as of the date this representation is made or regarded as made.

3. Information

(i) The information provided to the Lender and its representatives and agents during the preparation and negotiation of the Terms of Facility was provided by the Borrower and its representatives in good faith and was when given, and is as of the date hereof, true, accurate, complete and not misleading.
(ii) All information contained in the Terms of Facility is true, accurate and complete. Title of the Property is free, clear, marketable and is unencumbered.

4. Properties forming part of the Security

(i) There are no restrictions on the Obligors under any documents binding on them, to create a Security Interest in favour of the Lender over the right, title and interest of the Obligors in Property offered as Security to the Lender in accordance with the Terms of Facility.
(ii) There are no outstanding encumbrances, mortgage/s, charge/s, lien/s, notices for acquisition, requisitions, easement rights or outstanding interest, lien or claim by any person or any other Security Interest in respect of the Property. The Property is not the subject matter of any pending litigation or attachment either before or after judgment.
(iii) There are no current or contingent notices, actions, disputes, complaints, liabilities, claims or demands relating to or in respect of the Property or its use, nor are there any circumstances rendering any of the foregoing likely.
(iv) No notice of acquisition or requisitions has been served upon and/or received by Obligors or its predecessors in title with respect to the Property offeredas Security by the Obligors to the Lender or any part or portion thereof.
(v) All Finance Documents are duly stamped and registered, as applicable, no notice(if required) from the revenue authority has been received till date.
(vi) Except other than disclosed in writing to the Lender, each of the Obligors has in its possession or control all deeds, documents and writings which are necessary to prove their title and rights in the properties forming part of the Security to the Lender.
(vii) If the Loan is in the nature of a home loan, the Borrower hereby further represents and warrants that:

a. The Borrower(s) has enough capacity to take this Loan and make the repayment thereof as per the Terms of Facility.
b. The Borrower has verified the original title deeds at the office of the builder/ developer/ security/ association/ company and made necessary inquiries/searches at concerned government offices in respect of the Property being purchased by the Loan. The Borrower has disclosed to the Lender all facts relating to the Property being purchased by the Loan.
c. The Property purchased by the Loan is not included in or affected by any of the schemes of any competent authority or by any alignment, widening or construction of road under any scheme of any competent authority.
d. The agreement for sale/sale deed/deed of transfer of the Property between the Borrower and the builder/developer or as the case may be, vendor is valid and subsisting and the plan and required permission for construction has been taken in time.

5. No Default

(i) No Event of Default is continuing or might reasonably be expected to result from the making of any Disbursement under the Facility.
(ii) No other event or circumstance is outstanding which constitutes (or shall constitute) a default or termination event under any other agreement or instrument which is binding on the Borrower or to which its assets are subject.

6. Financial Statements

(i) The financial statements of the Borrower are prepared in accordance with GAAP as prescribed by the Institute of Chartered Accountants of India from time to time and consistently applied by the Borrower.

(ii) The financial statements of the Borrower give a true and fair view of its financial condition and operations as at the end of and for the relevant financial year.

7. Taxation

All taxation of any nature whatsoever for which the Borrower is liable, or for which the Borrower is liable to account and which has fallen due for payment, has been duly paid (insofar as such taxation ought to have been paid). The Borrower has not asked for any extensions of time for the filing of any tax returns or other documents relating to taxation, or the payment of any amount of taxation.

8. No Proceedings Pending or Threatened

(i) There are no Legal Proceedings initiated or pending against the Borrower or award given against the Borrower by any court, arbitrator or other body to which the Borrower or any of their assets are or may be subject, or which relates in any manner to the Terms of Facility or the transactions contemplated hereby or which could adversely impact their ability to perform the Terms of Facility and the other Finance Documents to which they are a party.
(ii) The Borrower is not aware of any circumstances which are likely to give rise to any such Legal Proceedings as is referred to in (i) above.

9. Insolvency

The Borrower has not filed or has not been made a party or sought to be made a party to any proceedings for dissolution, administration or bankruptcy or for the appointment of a receiver, trustee or similar officer of the Borrower or of any or all of their assets. The Borrower has neither received any notice of nor has voluntarily filed, any application to initiate corporate insolvency resolution process under the provisions of the Insolvency and Bankruptcy Code, 2016.

10. Security

The Obligors have the absolute right, title and interest to the Property and have a clear and marketable title to the same.

11. Defaulter List; ECGC Caution List

The Borrower, its guarantors, partner member, trustee or associate concerns, as applicable, do not figure in any list of willful defaulters circulated by RBI or the caution list of the Export Credit Guarantee Corporation or Specific Approval list or COFEPOSA defaulters list or the Lender's defaulters list.

12. Immunity

The execution or entering into, by the Obligors, of the Finance Documents constitutes, and the exercise of the rights and performance of the obligations by the Obligors under the Finance Documents will constitute, private and commercial acts done and performed for private and commercial purposes and that the Obligors are not entitled to claim sovereign or other immunity, whether under any Legal Proceedings claims or otherwise.

13. Transaction with Affiliates

The Borrower is not a party to any contracts or agreements with, nor has any other commitments to, any of its Affiliates, except for the contracts and agreements and commitments to its Affiliates, which have been disclosed to the Lender.

14. Balance Transfer Declaration

The Borrower hereby declares that he has approached SFPL for availing the Loan and shall provide requisite document for the processing of Balance Transfer application. Also, in case of any shortfall in foreclosure amount; the shortfall amount shall be paid by the Borrower to close the existing loan

15. Disclosure of Information

a. The Borrower agrees that as a pre-condition of the Facility given to the Borrower by the Lender that in case the Borrower commits a default in the payment/repayment of the Outstandings on the Due Date(s), the Lender and/or RBI shall have an un-qualified right to disclose or publish the name/s of the Borrower defaulter/s in such manner and through such medium as the Lender or RBI in their absolute discretion may think fit including the photographs of the Borrower.

b. The Borrower hereby authorises the Lender to carry out their electronic KYC authentication and to procure the electronic KYC data from Aadhar data base and/or from any other sources as permitted by Applicable Law.

c. The Borrower expressly authorises/consents to the Lender, its various service providers or agents, including for marketing, collections and recovery agents to contact the Borrower telephonically, through e-mails, telephones, messages, SMS, WhatsApp or other applications or otherwise even if the names of the Borrower appear in the Do Not Call or Do Not Disturb Register to inform the Borrower about the marketing schemes, various financial and/or investment products and/or offerings of other services, Outstandings under the Facility Documents or any other aspect pertaining to any facilities availed or to be availed by the Borrower. Borrower also expressly declares that such e-mails, telephonic calls, messages, SMS, WhatsApp messages etc. from the tele- callers, agents and/or Service Provider of the Lender and its associates, Affiliates and/or group companies shall not cause any inconvenience to it and/or their family members. Borrower expressly and irrevocably consents that for any claim against the Service Providers, the Lender shall not be liable and the claim of the Borrower on this account shall be against the Service Providers and/or tele-callers. Borrower agrees to the use of e-mails, messages, SMS, WhatsApp and/or other applications for communication or sharing of information or documents, agree to abide by the terms and conditions of such applications and agree to the risks associated with such applications or sharing of information through them.

Schedule 2

EVENTS OF DEFAULT

Occurrence of any of the following events shall amount to an Event of Default:

(a) The Borrower failing to pay any amount including the Interest or Repayment Installment or any part thereof (including any mandatory prepayments) due under the Terms of Facility and the other Finance Documents on the due date or on demand, as the case may be; OR in the event the Borrower continues to pay the Pre-EMI instead of the EMI post conclusion of the Pre-EMI Period;

(b) Failure by the Borrower or the other Obligors to comply with, or a breach of, the Financial Covenants or Undertakings or any of the other material provisions of the Finance Documents shall be considered as breach of Material Terms and in view thereof Penal Charges shall be applicable; Also, in the event there is any revision/reset in the Applicable Interest Rate during the tenor of the Facility, the Lender will provide the Borrower with the options available as a consequence of revision of the Applicable Interest Rate. However, if any of the options selected by the Borrower does not meet the required criteria as per the internal policy of the Lender, then the Lender shall have the right to reject the request of the Borrower as per its sole discretion and alter the terms and conditions of the Facility as it may deem fit and proper. Further, if due to Lender's rejection of the option selected by the Borrower, the Borrower is found to be in breach / default of any of the terms of this Agreement, then the same shall amount to Event of Default.

(c) Breach in minimum Asset Cover or the Security furnished by the Obligors depreciates in value to such an extent which warrants additional security to be furnished by the Borrower and the Borrower fails to provide such security within the time period stipulated by the Lender;

(d) Material breach of any other obligation under the Terms of Facility, unless such breach is capable of remedy and is remedied within an agreed cure period as may be stipulated by the Lender;

(e) Cross default (as stated hereinabove) and cross acceleration with any other financial indebtedness of the Borrower, if any.

(f) Any material misrepresentation or statement made by the Borrower and/or the other Obligors (in any capacity) under any of the Finance Documents, including any representation or statement with respect to any security constituted herein, or any certificate or statement delivered by them pursuant thereto having been found to be incorrect or misleading in any respect;

(g) Any adverse change in regulatory or guideline or ruling from any authority which will jeopardize the title ownership of the Property;

(h) Utilisation of the Facility or any part thereof for any purpose which Is considered or deemed to be unlawful, illegal or contravene the provisions the of Applicable Law.

(i) Any of the Clearances of the Obligors having been revoked or rescinded or lapsed which would adversely impact the ability of the Borrower and/or the other Obligors, as the case may be, to perform their obligations under the Finance Documents;

(j) Any of the Finance Documents once executed and delivered failing to provide the Security Interests, rights, title, remedies, powers or privileges intended to be created thereby (including the priority intended to be created thereby), or such Security Interest failing to have the priority contemplated under the Finance Documents or any such Finance Documents ceasing to be in full force and effect, or the Security Interest purported to be created thereby being jeopardized or endangered in any manner whatsoever, or any other obligations purported to be secured thereby or any part thereof shall being disaffirmed by or on behalf of the Obligors or any other party thereto;

(k) The Borrower commencing or taking steps to initiate a voluntary process for its winding up/dissolution/insolvency, or consents to the entry of an order for relief in an involuntary proceeding under any law for its winding up/dissolution/insolvency or consents to the appointment or taking possession by a receiver, liquidator, assignee (or similar official) for any part of its property;

(l) An application for institution of corporate insolvency resolution process has been instituted against the Borrower and/or the Obligors, under the Insolvency and Bankruptcy Code, 2016;

(m) Failure of the Borrower and/or the builder and/or the developer, if applicable, to comply with the provisions of the Real Estate Regulation and Development Act, 2016;

(n) An event of default, howsoever described, occurs and is subsisting under any agreement or document relating to any financial indebtedness of the Borrower

(o) Any death/lunacy or other disability of the Borrower and/or other Obligors;

(p) In case of Co-Borrowers being spouses, then upon initiation of any divorce proceedings between them;

(q) The Borrower ceasing or threatening to cease to carry on its business;

(r) Any Governmental Authority having condemned, nationalized, seized, or otherwise expropriated all or any part of the assets of the Obligors (including any of the properties or assets forming part of the Security) or having assumed custody or control of the business or operations of the Obligors or having taken any action for the dissolution of the Obligors or any action that would prevent the Obligors or its officers from carrying on its business or operations or a substantial part thereof, as applicable;

(s) An execution, attachment or restraint has been levied on all or any material part of the assets of the Obligors, including assets forming a part of the Security;

(t) It is or becomes unlawful for the Obligors or any Person (including the Lender) to perform any of their respective obligations under any of the Finance Document(s);

(u) A moratorium is declared in respect of any of the actions of the Borrower;

(v) Failure by the Borrower to comply with or pay any sum due from it under any final judgment or court order;

(w) Repudiation by the Obligors of any of its obligations under the Finance Documents;

(x) Any Legal Proceedings against the Borrower which could have a Material Adverse Effect on the Borrower;

(y) The initiation of any creditors process against the Borrower or any of its assets;

(z) Any jeopardy/dilution or sale of any of the Property offered as Security to Lender;

(aa) Any Security becoming unenforceable or infructuous or is challenged by any Obligor;

(bb) The Borrower or Obligor fails to sign and deliver to the Lender the balance confirmation of the Facility as and when and in the manner required by the Lender in the absence of any manifest error in the statement pointed out by the Borrower within 10 days of receipt of balance confirmation statement from the Lender;

(cc) If the Borrower fails to deliver the cheque/ECS mandate/Direct Debit mandate or the NACH mandate as and when demanded by the Lender.

(dd) Any person other than the Lender commencing proceedings to declare the Borrower insolvent or if the Borrower shall become bankrupt or insolvent or commits act of insolvency;

(ee) Commitment of any fraud by the Borrower;

(ff) any debt of the Borrower (including but not limited to any third-part debt) is not paid when due nor within any originally applicable grace period;

(gg) any default (however described) relating to any debt (including but not limited to any third-part debt);

(hh) any commitment for any debt of the Borrower is cancelled or suspended by creditor/lender as a result of a default (however described);

(ii) Any creditor of the Borrower becomes entitled to declare any debt due and payable prior to its specified maturity as a result of a default (however described);

(jj) Any encumbrance over any asset of the Borrower to secure any other debt becomes enforceable; or

(kk) If there is a Default, under one or more agreements or instruments entered between Lender and the Borrower;

(ll) dishonour of a cheque or of any payment instrument/s;

(mm) revocation or cancellation or alteration in the instructions or cancellation or issuance of stop-payment orders / instructions by the Borrower without the prior written consent of the Lender in that regard; or

(nn) Non-satisfaction of any other conditions that may be prescribed under the Facility Documents.

CONSEQUENCES OF EVENT OF DEFAULT

(i) The Lender upon the occurrence of an Event of Default, may, by a written notice to the Borrower, declare all sums outstanding under the Facility (including the principal, interest, charges, expenses) to become due and payable forthwith and exercise any or all of the following rights in addition to statutory rights that may be available to the Lender from time to time.

(ii) The Lender shall, in respect of the Property take possession, be entitled to sell, give on rent, or otherwise deal with the properties comprised in the same by public action or private contract or private treaty, without being liable for any loss, and to apply the net proceeds thereof towards recovery of any outstanding Facility with the Lender and dues under the Terms of Facility. The Borrower agrees to accept the Lender's accounts in respect of such sale, hire or dealing as conclusive.

(iii) The Borrower agrees and undertakes not to prevent or obstruct the Lender or its agents from taking possession of the Property.

(iv) The Lender may at the risk and cost of the Borrower engage one or more person(s) to collect the Borrower's outstanding and/or to enforce any Security and may furnish to such person the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto as the Lender deems

fit.

(v) The Lender shall have the right to:

(a) sue for creditors process and/or exercise, with respect to the Security, rights available to the Lender under the Finance Documents and/or Applicable Law, including for enforcement of the Security;
(b) declare the undrawn amounts of the Facility (or any part thereof) to be cancelled and/or suspend access of the Borrower to any Disbursement till the continuance of the Event of Default; and
(c) to charge Penal Charges;
(d) issue notice regarding the payment of proceeds of any insurance or compensation;
(e) call upon the guarantee providers to repay the Obligations of the borrower;
(f) exercise its rights in respect of general right of lien available with the Lenders;
(g) re-price the Facilities;
(h) utilise any amounts in the Accounts to service and repay the Obligations;
(i) disclose or publish the names of the Borrower and/or the directors on the board of the Borrower as willful defaulters, in such manner and in such medium as the Lenders and/or the RBI and/or CIBIL may, in their absolute discretion see fit;
(j) to review the management structure and board and review the conditions for the appointment or reappointment of the managing director or any other person holding substantial powers of management, by whatever name called;
(k) to appoint a nominee and/or observer on the Board as may be required by the Lender;
(l) to appoint an observer on the Borrower's Board;
(m) appoint any Person engaged in technical, management or any other consultancy business to inspect and examine the working of the Borrower and/or the assets, including its premises, factories, plants and units, and to report to the Lender;
(n) appoint any chartered accountants/cost accountants, as auditors, for carrying out any specific assignments or to examine the financial or cost accounting system and procedures adopted by the Borrower for its working or as concurrent or internal auditors, or for conducting a special audit of the Borrower;
(o) to convert the outstanding Obligations into equity or other securities. The Borrower shall provide shareholder resolution/ authorization allowing Lender the right to facilitate such conversions; and
(p) exercise such other rights as may be available to the Lender under the Finance Documents and Applicable Law.

Schedule 3

UNDERTAKINGS AND COVENANTS

Part A- Affirmative Covenants

1. Security

(a) The Borrower shall cause the Obligors to promptly submit with the Lender (if so, requested by the Lender) all the original documents of the Property, exclusively in favour of the Lender. The Borrower and/or the relevant Obligors shall or shall cause to be deposited the Receivables in such account as stipulated by the Lender.
(b) The Borrower confirms that unless otherwise agreed by the Lender, the Security Interest over the Property shall not be released until the Final Settlement Date.

2. Inspection and Compliance

The Borrower and the Obligors hereby undertake:
(a) That it shall each permit officers and representatives of the Lender to visit and inspect during normal business hours the Property and to inspect the books of record and accounts of the Obligors and be advised as to the same, by its officers. The cost of any such visit shall be borne by the Borrower.
(b) That it shall comply with the Applicable Law in all material respects.
(c) That it shall each in a timely manner, obtain and maintain, or cause to be obtained and maintained, in full force and effect (or where appropriate, renew) all Clearances required for the purposes of the transactions as contemplated by the Finance Documents and all material Clearances for the conduct of business of the Borrower.
(d) That it shall perform all of its obligations under the Finance Documents to which it is a party and maintain in full force and effect each of the Finance Documents to which it is a party.

3. Books of accounts

The Borrower undertakes:-
(a) to keep such adequate accounting and control systems, management information systems, books of account, and other records as are required to be maintained under Applicable Law and such accounts as are adequate to reflect truly and fairly the financial condition and results of operations and which shall contain full, true and correct entries in conformity with GAAP consistently applied and all requirements of Applicable Law.
(b) to ensure that audited financial statements of the Borrower for each Financial Year are prepared within timelines prescribed by Applicable Law and in preparation of such financial statements apply all accounting policies in a consistent manner as per past practices and in any case in accordance with GAAP.

4. Taxes

The Borrower undertakes that it shall pay or cause to be paid:
(a) all Taxes (including stamp taxes), duties, fees, or other charges payable on or in connection with the execution, issue, delivery, registration, or notarisation, or for the legality, validity, or enforceability of any of the Finance Documents and any other documents related thereto;
(b) all Taxes, duties and fees payable by the Borrower under Applicable Law, including but not limited to payment of (i) all present and future Taxes imposed on it prior to or on the date when due and (ii) all present and future claims, levies or liabilities which have become due and payable; and
(c) such disputed Taxes or other claims, levies or liabilities of the Borrower upon the delivery of any judgement or order, interim or otherwise unless contested in bona fide, validly and in good faith and as shall be determined by the Lender, enforcing any such Taxes.

5. Insurance Policies

Each of the Obligors undertakes that:
(a) It shall ensure that all its assets forming part of the Security of the Lender shall be kept fully insured (if insurable in nature) by obtaining insurance contracts ("**Insurance Contracts**") to insure against fire and such other risks which as per good industry practices should be insured against on such terms and conditions as may be stipulated by the Lender;
(b) That all Insurance Contracts of the Obligors in relation to the Property shall have the Lender named as the sole loss payee and as an additional insured.

6. Undertakings

The Borrower hereby agrees and undertakes that: -

(a) The Borrower shall at all times maintain the minimum Asset Cover as stipulated in the Terms of Facility and if the Asset Cover falls below the minimum stipulated level as per the Terms of Facility, the Borrower shall either prepay the proportionate Facility immediately or create such additional security as may be stipulated by the Lender.

(b) The Borrower will maintain the sign board at the Property site stating that the said property is mortgaged to Lender.

(c) Lender reserves the right to appoint qualified engineers/accountants/technical experts/management consultants of its choice to examine Property, status and operations of the Borrower or to carry out a full concurrent/statutory audit. The cost of such inspection/reports shall be borne by the Borrower. None of the director's or his/her relatives or senior officials of the Lender or the directors of another Lender, holds interest in the Borrower. If any partner of the Borrower is related to a director of the Lender or of another Lender, or his relatives, or relatives of senior officers of the Lender, the declaration should give details of the relationship.

(d) The Borrower shall obtain all necessary statutory permission from regulatory, government and other agencies from time to time.
(e) The Borrower shall, as applicable, ensure that all monies from any builder, developer, promoter or seller of the Property ("Builder Payments") for any reason whatsoever (including payment of interest, full or partial refund of monies paid by the Borrower or any indemnification by the builder, developer, promoter or seller) which is due to the Borrower, shall be paid by such builder, developer, promoter or seller of the Property to the Lender directly towards repayment of the Obligations. In the event the Borrower receives any Builder Payments then the Borrower shall immediately, and in any event within three (3) days of the receipt of any such monies by the Borrower, pay the entire amount of the Builder Payments to the Lender as prepayment of the Obligations. Together with the payments of the Builder Payments to the Lender, the Borrower shall provide the Lender with all relevant details regarding the Builder Payments including the date of receipt of monies by the Borrower, the amount received and the reason for such payment of monies.
(f) The Borrower shall issue and submit TDS Certificate to the Lender within 30 days from the due date of furnishing of statement of TDS.
(g) Borrower shall ensure payments of statutory dues/property taxes, etc. regularly as per the applicable laws.
(h) The Borrower shall maintain adequate books and records which should correctly reflect their financial position and operations and it should submit to the Lender at regular intervals such statements as may be prescribed by Lender.

(i) The Borrower shall keep the Lender informed of happening of any event which is likely to have an impact on their profit or business. The Borrower shall inform accordingly with reasons and the remedial steps proposed to be taken.

(j) The Borrower shall promptly give written notice to the Lender of (a) any dispute which might arise between the Borrower and any other Person or Governmental Authority in relation to the Property, (b) any distress or execution being levied against the Property, (c) any material circumstances affecting the ability of the Borrower to repay the Facility in the manner stipulated thereunder.

(k) Borrower shall comply with the rules & regulations under RERA act and shall do the needful in order to be in compliance with the same within stipulated timelines therein.

(l) Inspection of Property charged to the Lender will be carried out at least once in a year or at more frequent intervals as may be decided by the Lender, by its own officials or through persons/firm appointed by the Lender. The cost of inspection (if any) shall be borne by the Borrower.

(m) The Borrower acknowledges and agrees that the Lender has a right to award a separate mandate to the auditor or any independent auditor, as the Lender may deem fit with a view to obtain a specific certificate regarding diversion/siphoning of funds by the Borrower. The Borrower agrees and undertakes to co-operate with such auditor and provide necessary information as may be required by such auditor from time to time.

(n) The Borrower agrees, confirms and undertakes that no event or circumstance has occurred or shall be likely to occur which has or is likely to have a material adverse effect on the Borrower.

(o) The Borrower agrees, confirms and undertakes that all the representations and warranties of the Borrower are true and correct and no breach or default on the part of the Borrower is outstanding.

7. Cancellation of Sales

In the event that any sale for any part of the Property which was mortgaged to the Lender gets cancelled, the Lender shall have a right to a Security Interest over such part of the Property and the Borrower shall take the necessary actions for the perfection of such Security to the satisfaction of the Lender.

Part B- Negative Covenants

The Borrower covenants and agrees that, till the Final Settlement Date, unless otherwise permitted under the Finance Documents and without the prior written consent of the Lender, the Borrower shall not:

(a) allow any liquidation or dissolution of the Borrower, if applicable, in any manner or transfer of all or substantially all of the assets of the Borrower or initiate any steps in that regard;

(b) change the Borrower's accounting policies or its accounting reference date/year;

(c) leave India for employment or business, or for long term stay abroad or change its tax residency status or turns PEP;

(d) change the nature and/or use of the Property;

(e) make any additions or alterations to the Property;

(f) transfer any monies from the Borrower by way of dividends, return of capital other than from proceeds of the Facility, distribution of profits or otherwise;

(g) amend or alter the constitutional documents of the Borrower so as to prejudicially affect the rights of the Lender;

(h) create any Security Interest in favour of any person other than the Security for the Facility over the Property;

(i) engage in any business or activities other than those which the Borrower is currently engaged in out of the monies in relation to the property, either alone or in partnership or joint venture with any other person, nor acquire any ownership interest in any other entity or person or enter into any profit sharing or royalty agreement or other similar arrangement;

(j) raise any further debt or loans in the Borrower in relation to or against the Property.

Part C- Information Covenants

The Borrower covenants and agrees that, till the Final Settlement Date, the Borrower shall immediately provide information in respect of the following:

(a) any event which constitutes an Event of Default, specifying the nature of such Event of Default and any steps the Borrower is taking and proposes to take to remedy the same;

(b) any notice or any application to initiate corporate insolvency resolution process under the provisions of the Insolvency and Bankruptcy Code, 2016 and such information to be furnished to the Lender not later than three days from the date of receipt of notice or application.

(c) any one or more events, conditions or circumstances that exist or have occurred that has, had or could reasonably be expected to have a Material Adverse Effect;

(d) any Legal Proceeding pending or threatened, regulatory notices or judicial orders against the Borrower, or any dispute between the Obligors and any Governmental Authority, which could have a Material Adverse Effect;

(e) any proposal by any Government Authority to acquire compulsorily the Borrower any part of the Security provided herein;

(f) any Security Interest being granted or established or becoming enforceable over any of the properties/assets forming part of the Security;

(g) any offer, proposal or statement of interest from or discussion with any person to buy the Property and any sale of such Property;

(h) any additional debt by the Borrower from any bank/financial institution/asset reconstruction company (whether secured or unsecured) other than the debts which have been borrowed prior to the date of the Facility Agreement and details of which have been disclosed to the Lender;

(i) the occurrence of any other event, circumstance or condition which constitutes or results in any representation, warranty, covenant or condition under the Finance Documents being or becoming untrue or incorrect in any material respect;

(j) furnish information/documents including quarterly/annual financial accounts as may be required by the Lender for review/renewal of credit facility sanctioned;

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

The Borrower has executed the Facility Agreement with full knowledge and understanding of the obligations herein willingly undertaken, agreed and accepted and/or the Borrower agrees that the complete terms and conditions of the Terms of Facility have been explained in English or the vernacular language understood by the Borrower.

Annexure - I Borrower's Consent

To,
Sahayya Finserve Private Limited
No.65, Shrinijaya Arcade,
1st Floor, Opp Punjab National Bank,
T Dasarahalli, Bangalore- 560057

Appointment of

EITHER

I/We have perused the Arbitration Agreement and I/we am/are desirous of selecting the option of appointing the Sole Arbitrator.
In the event of death, refusal, neglect, inability or incapability of the person so appointed to act as an Arbitrator the Lender may appoint a new Arbitrator.

I/We agree to the Fast Track Arbitration Procedure as per section 29B of the Arbitration and Conciliation Act, 1996.

I/We further agree to pay the Arbitrators fees as levied by the Arbitrator at the relevant time.

I/We agree that the seat of Arbitration shall be Bangalore and / or Mumbai and the Arbitration shall be conducted as per the online dispute resolution rules. I have read the same and I have no objection for Online Dispute Resolution (ODR). I/We further state that I/We shall be bearing the fees for Arbitration in case ofany dispute.

OR

I/We have perused the Arbitration Agreement and I/we have no objection in appointing Arbitrator from the Arbitration Centre appointed by the Lender andshall follow the rules of the Arbitration Centre.

I/We agree that the seat of Arbitration shall be Bangalore and / or Mumbai and the Arbitration shall be conducted as per the Online Dispute Resolution Rules of the Arbitration Centre. I/We have read the same and I/We have no objection for the same. I/We further state that I/We shall be bearing the fees for Arbitration in case of any dispute.

I/We agree to the Fast Track Arbitration Procedure as per section 29B of the Arbitration and Conciliation Act.

I/We further agree to pay the Arbitrators fees as levied by the Arbitrator at the relevant time.

Yours truly,

X_____	X_____	X_____
BORROWER	CO-BORROWER 1	CO-BORROWER 2

Facility Agreement

PLEASE READ THE FOLLOWING FACILITY AGREEMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

BY SIGNING THIS AGREEMENT, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT.

This loan agreement for affordable / sub-affordable housing / loan against property (ies) agreement ("**Facility Agreement**" or "**Agreement**") is made and executed in the place and date mentioned in the schedule of terms to the Facility Agreement ("**Effective Date**"), between:

SAHAYYA FINSERVE PRIVATE LIMITED, a non-banking financial company incorporated under the provisions of the Companies Act, 2013 having its registered office at # No.65, Shrinijaya Arcade, 1st Floor, Opp Punjab National Bank, T Dasarahalli, Bangalore- 560057 (Hereinafter referred to as the "**SFPL**" or the "**Lender**", as the context may require, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, transferees and assigns)

AND
The individual/a sole proprietor concern/a limited liability partnership/a partnership firm/a HUF as more specifically described in the Schedule of Terms, as borrower (hereinafter referred to as the "Borrower" which expression shall, wherever the context permits mean and include and where the context requires his/her/its heirs, legal representatives, administrators, successors, executors and permitted assigns, etc.) of the SECOND PART.

The Lender and the Borrower are hereinafter collectively referred to as "Parties" or "parties" and individually as a "Party" or "party" where the context so requires.

WHEREAS upon the request of the Borrower, the Lender has agreed to grant/granted a loan of an amount mentioned in the Schedule of Terms hereto, towards the permitted end use as maybe prescribed by the Lender from time to time, against the creation of charge over the immovable assets as specified in the Schedule(s) hereto, in accordance with the General Terms and Conditions.

NOW THIS AGREEMENT WITNESSTH AS HEREIN AND IT IS HEREBY AGREED BY AND BETWEEN THE LENDER AND THE BORROWER THAT THE PARTIES SHALL BE BOUND BY THE GENERAL TERMS AND CONDITIONS, IN ADDITION TO THE SCHEDULE OF TERMS ATTACHED HEREFORTH.

CONFIRMATION

THE BORROWER HEREBY AGREES AND ADMITS THAT THE GENERAL TERMS AND CONDITIONS OF THIS AGREEMENT HAS BEEN FULLY EXPLAINED AND THE BORROWER HAS FULLY READ, VERIFIED, UNDERSTOOD AND IRREVOCABLY AGREED TO AND ACCEPTED AND DELIVERED ALL THE PROVISIONS CONTAINED IN THE GENERAL TERMS AND CONDITIONS, AND THAT THE BORROWER HAS EXECUTED THIS AGREEMENT WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE OBLIGATIONS HEREIN WILLINGLY UNDERTAKEN, AGREED AND ACCEPTED. A COPY OF THIS AGREEMENT AND THE GENERAL TERMS AND CONDITIONS, IS BEING DELIVERED TO THE BORROWER AND THE BORROWER ACKNOWLEDGES RECEIPT OF THE SAME.

Schedules of Terms to the Facility Agreement

These Schedules contained herein shall be read in conjunction with the Agreement, general terms and conditions and shall form an integral part of the Agreement and the Terms of Facility.

PERSONAL DETAILS OF THE BORROWER (Please write in capital letters)

Details of Borrower 1	
Name	
Legal Status	
Current Address	
Permanent Address	
PAN	
Mobile	
Email ID	

Details of Borrower 2 (if any)	
Name	
Legal Status	
Current Address	
Permanent Address	
PAN	
Mobile	
Email ID	

Details of Borrower 3 (if any)	
Name	
Legal Status	
Current Address	
Permanent Address	
PAN	
Mobile	
Email ID	

Place	
Loan Account Number	
Date (Effective Date)	

Loan/ Facility Amount (₹)	
Tenor of the Facility	
Interest Type	
Interest Rate	**%p.a on monthly basis**
Annual Percentage Rate (APR)	
Mode of communication for changes in Interest Rate	Any of the SMS/WhatsApp on Registered Mobile Number and Email on Registered mail id, Letter, Fax, Telegram, WhatsApp, Lender's website, Annexure to the statement of accounts or any other, mode of communication
Term Loan	
Equated Monthly Installment (₹)	
Equated Monthly Instalment Due Date / Repayment Date	
Repayment and Frequency for Term Loan	In equated monthly instalments over the term of the Mortgage Loan.
Purpose of Loan / Facility	
Availability period	The Facility shall be availed within 1 months of the execution of this Agreement. Any extension of this period shall be at sole discretion of the Lender
Penal Charge	As mentioned in the schedule of Charges
Repayment Schedule	Please refer to the welcome kit / Key Fact Statement (KFS)
Details of Security	

Example of SMA/NPA Classification:

Borrower's Loan account shall be classified in the following manner, in case of delay in payment of the any amount under the Loan, Pre-EMI, Principal or interest payment or any other amount wholly or partly overdue, as per extant guidelines prescribed by RBI, as amended from time to time:

SMA Subcategories	**Basis for classification – Principal or interest payment or any other amount wholly or partly overdue**
SMA-0	Up to 30 days
SMA-1	More than 30 days and up to 60 days
SMA-2	More than 60 days and up to 90 days
NPA	More than 90 days

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

It is hereby clarified that in the event either of the Borrower's account (Loan Account and/or OD Account) is declared as a SMA/NPA, then the other account of the Borrower shall also be deemed to be SMA/NPA

IN WITNESS WHEREOF, the Parties hereto have caused these presents, to be executed on the Effective Date.

SIGNED AND DELIVERED by the Lender through its authorized officer/director Mr./Ms./M/s.
For Sahayya Finserve Private Limited

Signature

SIGNED AND DELIVERED by the Borrower _____ through its Authorised Person/Director/Partner/Trustee/ Karta/ Self Mr./Ms. _____

Signature

SIGNED AND DELIVERED by the Co-Borrower _____ through its Authorised Person/Director/Partner/Trustee/ Karta/ Self Mr./Ms. _____

Signature

SIGNED AND DELIVERED by the Co-Borrower _____ through its Authorised Person/Director/Partner/Trustee/ Karta/ Self Mr./Ms. _____

Signature

SIGNED AND DELIVERED by the Co-Borrower _____ through its Authorised Person/Director/Partner/Trustee/ Karta/ Self Mr./Ms. _____

Signature

Key Facts Statement					
Annex A - Part 1 (Interest rate and fees/charges)					
1	**Loan proposal/ account No.**		**Type of Loan**	Loan Against Property	
2	**Sanctioned Loan amount (in Rupees)**				
3	**Disbursal schedule** (i) Disbursement in stages or 100% upfront. (ii) If it is stage wise, mention the clause of loan agreement having relevant details				
4	**Loan term (in Months)**				
5	**Instalment details**				

Type of instalments	Number of EPIs	EPI (₹)	Commencement of repayment, post sanction
Monthly			

6	**Interest rate (%) P.A. and type (fixed or floating or hybrid)**		
7	**Additional Information in case of Floating rate of interest**		

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

8	**Fee/ Charges**						
		Payable to the SFPL (A)		**Payable to a third party through SFPL (B)**			
		One-time/ Recurring	Amount (in ₹) or Percentage (%) as applicable	One- time/Recurring	Amount (in ₹) or Percentage (%) as applicable		
(i)	Processing fees	One time					
(ii)	Insurance charges (Property Insurance & Life Insurance)			One- time	Life Insurance		₹0
					Property Insurance		₹0
(iii)	Valuation fees	One time			Total GST		₹0
(iv)	Legal Fee	One time					
(v)	Login Fee/ IMD	One time					
(vi)	Document Fee	One time					
(vii)	Cersai Fee	One time					
(viii)	Total GST Applicable	One time					
	Total				**₹0**		
9	**Annual Percentage Rate (APR) %**	0.00%					
10	**Details of Contingent Charges (in ₹ or %, as applicable)**						
(i)	Penal charges, if any, in case of delayed payment				36% P.A.		

Borrower/s_____Co-Borrower/s_____Co-Borrower/s_____

Co-Borrower/s_____Co-Borrower/s_____Lender_____

(ii)	Foreclosure charges / pre - payment charges, if applicable	Floating Rate Home Loans: Nil Floating Rate loans given to individuals (Applicant or Co-Applicant) where the end use is for business purposes: Upto 4% on amount prepaid Floating Rate loans given to non – individuals on the loan structure (Applicant or Co-Applicant): Upto 4% on amount prepaid Fixed Rate loans: Upto 4% on amount prepaid The Company shall not levy any charges where pre-payment is effected at the instance of the company
(iii)	Cheque Bounce Charges	₹ 500 per bounce
(iv)	PDC Swapping Charges	₹ 500 per instance
(v)	Hard Copy SOA	₹ 500 per instance
(vi)	Hard Copy Repayment Schedule	₹ 500 per instance
(vii)	Photocopy of Property Papers	₹ 2,000 per instance
(viii)	Document Retrieval Fee	₹ 1,000 per instance
(ix)	Hard Copy Foreclosure Letter	₹ 1,000 per instance
(x)	Switch Fee (Floating - > Fixed & vice versa)	Up to 2% of principal outstanding
(xi)	CERSAI Fee	If Loan Amount is equal to ₹ 5 lacs or lesser – ₹ 50 per property If Loan Amount is greater than ₹ 5 lacs – ₹ 100 per property
(xii)	Document Custodian Fees	₹ 2,000
(xiii)	Cancelation Charges	Up to 4% of the Loan Amount
(xiv)	Disbursement Cheque Cancelation & re-issuance	₹ 1,000 per instance
(xv)	Cash Collection Fee	₹ 500 per instance
Please note the GST applicable would be levied on all the above-mentioned charges. *The said Penal Charges are over and above the applicable Rate of Interest. *The said Penal Charges will be subject to GST as per applicable laws on Goods and Service Tax in India, and GST will be charged separately.		

Key Facts Statement		
Annex A - Part 2 (Other qualitative information)		
1	Clause of Loan agreement relating to engagement of recovery agents	The Borrower acknowledges that the Lender may use the services of a recovery agent ("Recovery Agent") for the recovery of the Facility in case of default. The Recovery Agent shall adhere to the guidelines set forth by RBI, which prohibit the use of intimidation, harassment, or abusive language. The Recovery Agent shall operate within permissible hours as specified by the RBI and any communication for recovery purposes shall be made at a mutually agreed upon location. The Lender shall ensure that the Borrower is informed about the details of the Recovery Agent to be engaged.
2	Clause of Loan agreement with details grievance redressal mechanism	The Borrower acknowledges that the Lender has established a Grievance Redressal Mechanism in accordance with the guidelines set forth by RBI. The Lender's Board of Directors has laid down the appropriate grievance redressal mechanism within the organization to resolve disputes between SFPL and its customers. The grievance redressal mechanism process is available at https://www.sahayyafinserve.com/wp-content/uploads/2024/04/Greiviance-Redresal-Policy.pdf The Nodal Grievance Redressal Officer shall be as follows Sahayya Finserve Private Limited Mr. Srivatsan Bhaskaran Designation: Grievance Redressal Officer E-mail: grievance.officer@sahayyafinserve.com Mob: +91 9167997605 Address : No.65, Shrinijaya Arcade, 1st Floor, Opp Punjab National Bank, T Dasarahalli, Bangalore- 560057

3	Phone number and email id of the nodal grievance redressal officer	Sahayya Finserve Private Limited Mr. Srivatsan Bhaskaran Designation: Grievance Redressal Officer E-mail: grievance.officer@sahayyafinserve.com Mob: +91 9167997605 Address : No.65, Shrinijaya Arcade, 1st Floor, Opp Punjab National Bank, T Dasarahalli, Bangalore- 560057 Link : https://www.sahayyafinserve.com/wp-content/uploads/2024/04/Greiviance-Redresal-Policy.pdf
4	Whether the loan is, or in future maybe, subject to transfer to other REs or securitisation (Yes/ No)	Yes
5	Collaborative Lending Arrangements	-
Name of the originating RE, along with its funding proportion	Name of the partner RE along with its proportion of funding	Blended rate of interest
-	-	-
6	In case of digital loans, following specific disclosures may be furnished:	
(i) Cooling off/look-up period, in terms of RE's board approved policy, during which borrower shall not be charged any penalty on prepayment of loan		NA
(ii) Details of LSP acting as recovery agent and authorized to approach the borrower		NA
7	Validity of KFS	3 Days

Key Facts Statement		
Annex B - Computation of APR		
Sr. No.	**Parameter**	**Details (Amount in Rs.)**
1	Sanctioned Loan amount (in Rupees) (Sl no. 2 of the KFS template – Part 1)	
2	Loan Term (in years/ months/ days) (Sl No.4 of the KFS template – Part 1)	
a)	Number of instalments for payment of principal, in case of non- equated periodic loans	
b)	Type of EPI	
	Amount of each EPI	
	Nos. of EPIs (Sl No. 5 of the KFS template – Part 1)	
c)	No. of instalments for payment of capitalised interest, if any	
d)	Commencement of repayments, post sanction (Sl No. 5 of the KFS template – Part 1)	
3	Interest rate type (fixed or floating or hybrid) (Sl No. 6 of the KFS template – Part 1)	
4	Rate of Interest (Sl No. 6 of the KFS template – Part 1)	
5	Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date excluding Pre - EMI Interest Amount	
6	Fee/ Charges payable (in Rupees)	
A	Payable to the RE (Sl No.8A of the KFS template-Part 1)	
B	Payable to third-party routed through RE (Sl No.8B of the KFS template – Part 1)	
7	Net disbursed amount (1-6) (in Rupees)	
8	Total amount to be paid by the borrower (sum of 1 and 5)	
9	Annual Percentage rate- Effective annualized interest rate (in percentage) (Sl No.9 of the KFS template-Part 1)	
10	Schedule of disbursement as per terms and conditions	As Per Sanction Letter
11	Due date of payment of instalment and interest	5th of Every Month

Key Facts Statement				
Annex C - Repayment Schedule under Equated Periodic Instalment for the Sanctioned Loan Amount				
Instalment No	**Outstanding Principal (₹)**	**Principal (₹)**	**Interest (₹)**	**Instalment (₹)**
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
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Key Facts Statement (KFS)			
Acknowledgement			
I/We acknowledge that the details of Key Fact Statement mentioned in Annex A Part-1 (Interest Rates & Fees / Charge), Annex A Part-2 (Other Qualitative Information), Annex B - Computation of APR , Annex C - Repayment Schedule under Equated Periodic Instalment for the Sanctioned Loan Amount have read / been explained to me/us and received the copy of the same. I/We hereby further declare and confirm that all the terms Key Facts Statement (KFS) for the said loan and the loan documents, security documents and all other documents stipulated by the Lender shall be binding on me/us until the clearance of the liabilities under the said Loan.			
Signature Applicant	Signature Co-Applicant	Signature Co-Applicant	Signature Guarantor

Demand Promissory Note

₹ _____ (Rupees _____)

Place: _____

Date: _____

ON DEMAND, I/We _____ ("Borrower(s)"/ ("Co-Borrower(s)"), promises to pay Sahayya Finserve Private Limited ("Lender"), a sum of ₹ _____ (Rupees _____) together with interest thereon such sum from this date onwards at a Interest Rate of _____per annum or such other rates which the Lender may specify from time to time. Presentment for payment and noting and protest of this note are hereby unconditionally and irrevocably waived.

Where there is more than one signatory, the liability of each signatory is joint and several with others.

Name	**Revenue Stamp**	**Signature**

Borrower/s_____Co-Borrower/s_____Co-Borrower/s_____

Co-Borrower/s_____Co-Borrower/s_____Lender_____

Letter of Continuity

Date:

To,

No.65, Shrinijaya Arcade, 1st Floor,
Opp Punjab National Bank,
T Dasarahalli, Bangalore- 560057

Dear Sir

We refer to the Demand Promissory Note for ₹ _____only) dated _____duly signed and delivered by us to you, as security for the payment/repayment of all amounts due and/or payable by us under the loan agreement dated _____and/or any amendment(s)/addendum(s) thereto ("Loan Agreement") between (a) _____(“Borrower(s)”/ (“Co-Borrower(s)”) and (b) Sahayya Finserve Private Limited ("Lender") and the related Loan Documents, at present outstanding as also for the payment/repayment of any further amount, which we may avail hereafter from you.

We hereby irrevocably and unconditionally, agree, confirm and undertake that:

(i) The said Demand Promissory Note shall operate as a continuing security to you to be enforceable for the repayment of the ultimate balance and/or all sums remaining unpaid under the Loan Agreement and the related Loan Documents now or hereafter, including all interest to become payable in respect of the Loan Agreement and the related Loan Documents, and also all moneys lent, advanced, paid or incurred in respect of / under the Loan Agreement and the related Loan Documents or which may in future be advanced or incurred together with interest, discount, commission and other charges and all other costs, charges and expenses which may be or become payable in connection therewith; and

(ii) we shall remain liable on the said Demand Promissory Note till all the amounts payable/repayable under the Loan Agreement and the related Loan Documents have been paid/repaid by us to the satisfaction of the Lender/s.

IN WITNESS WHEREOF, we have executed these presents on the day and the year mentioned herein below.

Type	**Name**	**Signature**	**Date**	**Place**
Borrower				
Co-Borrower				
Co-Borrower				

Borrower/s_____Co-Borrower/s_____Co-Borrower/s_____

Co-Borrower/s_____Co-Borrower/s_____Lender_____

Schedule of Charges

The Fees/Charges as mentioned below are subject to change from time to time at the sole discretion of Sahayya Finserve Private Limited (SFPL). Any change in below listed Fees / Charges would be updated on the company website.

Fee / Charge Type	**Applicable Charges**
Application Fee	For Loan against Property - Up to ₹ 5,000 For Home loans – Up to ₹ 3,000
Loan Processing Fee	Up to 5 % of the Loan Amount
Legal, Collection and Incidental Charges	Actuals
Technical Visit Charges for Tranche Disbursement* /	NIL
Part-Prepayment Charges (on the amount being part paid) Foreclosure (Full Pre-Payment) charges on the total loan outstanding amount	Floating Rate Home Loans: Nil Floating Rate loans given to individuals (Applicant or Co-Applicant) where the end use is for business purposes: 4% on amount prepaid Floating Rate loans given to non – individuals on the loan structure (Applicant or Co-Applicant): 4% on amount prepaid Fixed Rate loans: 4% on amount prepaid
Penal Charge*	**Up to 36% per annum on the overdue amount (Principal overdue / Interest overdue / EMI overdue) for the period the said amount remains overdue**
Cheque Bounce Charges	₹ 500 per bounce
PDC Swapping Charges	₹ 500 per instance
Hard Copy SOA	₹ 500 per instance
Hard Copy Repayment Schedule	₹ 500 per instance
Photocopy of Property Papers	₹ 1,000 per instance
Document Retrieval Fee	₹ 2,000 per instance
Hard Copy Foreclosure Letter	₹ 1,000 per instance
Switch Fee (Floating - > Fixed & vice versa)	Up to 2% of principal outstanding
Stamp Duty and other Statutory Charges	Actuals
CERSAI Fee	If Loan Amount is equal to ₹ 5 lacs or lesser – ₹ 50 per property If Loan Amount is greater than ₹ 5 lacs – ₹ 100 per property
Document Custodian Fees	₹ 2,000
Cancelation Charges	Up to 4% of the Loan Amount
Disbursement Cheque Cancelation & re-issuance	₹ 1,000 per instance
Cash Collection Fee	₹ 500 per instance

Please note the GST applicable would be levied on all the above-mentioned charges.
*The said Penal Charges are over and above the applicable Rate of Interest.
*The said Penal Charges will be subject to GST as per applicable laws on Goods and Service Tax in India, and GST will be charged separately.

Borrower	
Co-Borrower	
Co-Borrower	

Borrower/s_____Co-Borrower/s_____Co-Borrower/s_____

Co-Borrower/s_____Co-Borrower/s_____Lender_____