

LOAN AGREEMENT

This Loan Agreement is made at place mentioned in schedule and on the date specified in the schedule ("Agreement") "BETWEEN" SBFC Finance Limited (SBFC/Lender) a company incorporated and registered under provisions of the Companies Act, 1956 and a non-banking financial company registered with the Reserve Bank of India having registration No. [N - 13.01913], and having its registered office at Unit No.103, 1st Floor, C&B Square, Sangam Complex, CTS No.95 A, 127 Andheri Kurla Road, Village Chakala, Andheri (East), Mumbai- 400 059, Tel.+91 22 67875300 CIN No.: L67190MH2008PLC178270, Website: www.sbfc.com (herein after called the "Lender" which expression shall, unless it be repugnant to the meaning or context thereof, mean and include its successors in title and assigns) of the FIRST PART;

AND

The person/s specified in Schedule (hereinafter referred to/collectively referred to as" the Borrower" which accepted expression shall, unless it be repugnant to the meaning or context thereof, mean and include, his/her, their respective heirs, executors, administrators, legal representative (where the/a borrower is an individual/sole proprietor), successors (where the /a borrower is a company incorporated under the Companies Act, 1956 or any other body corporate), the partner(s) from time to time of the firm, the survivor(s) of them and the heirs, executors, administrators, legal representative and successors of the partner (where the /a Borrower is a partnership firm), the members or member for the time being of the said Hindu Undivided Family ad their respective heirs, executors, administrators, legal representative, successors and permitted assigns(where the /a Borrower is a Hindu Undivided Family), of the OTHER PART;

WHEREAS:

- a) The Borrower has approached the lender for a loan/financial assistance of the amount stated in Schedule hereto.
- b) The Lender has relying upon the representations, warranties, covenants and undertakings given and made by the Borrower, considered the request of the Borrower and agreed to lend and advance the same on the security and upon the terms and conditions as contained herein.
- c) The parties hereto are desirous of recording the terms and conditions in relation to the proposed loan to be made by the lender to the Borrower and certain other matters related thereto in the manner hereinafter contained.

ARTICLE -1: INTERPRETATION

- 1.1(a) Unless repugnant to the context, the following terms used in this Agreement shall have the meanings respectively assigned to them: Amortization Schedule means the Amortization Schedule attached to this Agreement and includes all such Amortization Schedule(s) attached or prescribed by the Lender from time to time.
- (b) **Borrower** means the Person described in the Schedule as Borrower and includes a Co-Borrower named therein.
- (c) **Equated Monthly Installment** or **(EMI)** means the installment payable monthly during the entire tenure of the Loan for the purpose of amortization of the Loan in accordance with the Amortization Schedule attached hereto or which may be attached from time to time, as the case may be or (ii) in case of a revolving facility provided by the Lender, the installment payable as per the

repayment schedule for the relevant Utilization as may be prescribed by the Lender from time to time.

(d) **Event of Default** means the happening of any of the following events:

- i) **PAYMENT OF DUES:** If any default shall have occurred in payment of EMIs or any part thereof and/or in payment of any other amounts due and payable to the Lender in terms of this Agreement and/or in terms of any other agreement(s)/document(s) which may be subsisting or which may be executed between the Borrower and the Lender hereafter;
- ii) **PERFORMANCE OF COVENANTS:** If default shall have occurred in the performance of any other covenants, conditions or agreements on the part of the Borrower under this Agreement or any other agreement(s) between the Borrower and the Lender in respect of the Loan or any other loan;
- iii) **SUPPLY OF MISLEADING INFORMATION:** If any information given by the Borrower to the Lender in the Loan Application or otherwise is found to be misleading or incorrect in any material respect or any representation or warranty referred to in Article 6 is found to be incorrect;
- iv) **DEPRECIATION OF SECURITY:** If any Property on which the security for the Loan is created depreciates in value to such an extent that in the opinion. of the Lender further security should be given and such security is not given;
- v) **SALE OR DISPOSAL OF PROPERTY:** If the Property or any part thereof is let out, given on leave and license, sold, disposed of, charged, encumbered or otherwise alienated in any manner whatsoever;
- (vi) **ATTACHMENT OR DISTRAINT OF PROPERTY:** If an attachment or distress is levied on the Property or any part thereof and /or proceedings are taken or commenced for recovery of any dues from the Borrower against the Property;
- (vii) **FAILURE TO FURNISH INFORMATION/DOCUMENTS:** If the Borrower fails to furnish any information or documents required by the Lender;
- (viii) **FAILURE TO INFORM EVENT OF DEFAULT:** If the Borrower fails to inform the Lender of the occurrence of any Event of Default or any event which after the notice or lapse of time or both would become an Event of Default;
- (ix) **NON-PAYMENT/NON-RENEWAL OF CHEQUE/ ECS/ SI/ ACH/ NACH:** If a CHEQUE/ ECS/ SI/ ACH/ NACH in respect of any payment, including but not limited to EMI is dishonoured or otherwise, for any reason whatsoever, not renewed during the tenure of this Agreement;
- (x) **NON-DELIVERY OF CHEQUES/ECS/SI/ACH/NACH:** If the Borrower fails to deliver post dated cheques/ECS/SI/ACH/NACH in accordance with the terms of the Loan or as and when demanded by the Lender;
- (xi) **FAILURE TO DELIVER BALANCE CONFIRMATION:** If the Borrower fails to sign and deliver to the Lender the balance confirmation of the Loan as and when required by the Lender in the absence of any manifest error in calculation of such statement pointed out by the Borrower within 10 (ten) days after receiving the statement from the Lender;
- (xii) **SECURITY BECOMING UNENFORCEABLE:** If any security, or guarantee for the Loan becomes infructuous or is challenged by the Borrower or any other person;
- (xiii) **DIVORCE OR DEATH:** Where the Borrower or where the Loan has been provided to more than one Borrower,

any one of the Borrower is divorced or dies;

(xiv) **CROSS DEFAULT:** If the Borrower makes a default in performance of any of the terms, covenants and conditions of any other loan or facility provided by the Lender to the Borrower;

(xv) **FAILURE TO FURNISH END USE STATEMENT:** If the Borrower fails to furnish to the Lender detailed end use statement of the Loan as and when so required by the Lender within 10 (ten) days of receiving such request from the Lender;

(xvi) **CHANGE IN CONSTITUTION ETC.:** There is any change in the constitution, management or existing ownership or control of share capital of the Borrower (in case the Borrower is a Company or firm), which has not been already notified to and approved by, the Lender in accordance with this Agreement; and

(xvii) **INSOLVENCY:** Where the Borrower is an individual, if the Borrower commits an act of insolvency or makes an application for declaring himself an insolvent or an order is passed against the Borrower declaring him an insolvent/ Where the Borrower is a partnership firm, if the Borrower, is dissolved or a notice of dissolution is given to it or any of its partners or if the Borrower or any of its partners commits an act of insolvency or makes an application for being declared insolvent or an order is passed declaring it or them or any of them an insolvent/ Where the Borrower is a company, if the Borrower is unable to pay its debts within the meaning of section 434 of the Companies Act, 1956 or a resolution for winding-up of the Borrower is passed or any petition for its winding-up filed or any order for winding-up is made against the Borrower or if a liquidator is appointed in respect of any property or estate of the Borrower or the Borrower is declared insolvent under the provisions of Insolvency and Bankruptcy Code.

(xviii) **FAILURE TO OBTAIN INSURANCE:** The Borrower fails to procure and maintain the Relevant Insurance Policies on its assets in accordance with this Agreement. Any insurance contracted or taken by the Borrower is not, or ceases to be, in full force and effect for a period of more than 15 (fifteen) calendar days at any time when it is required to be in effect or any insurance is avoided, or any insurer or re-insurer avoids or suspends or becomes entitled to avoid or suspend, any insurance or any claim under it or otherwise reduce its liability under any insurance or any insurer of any insurance is not bound, or ceases to be bound, to meet its obligations in full or in part under any insurance.

(xix) **UNLAWFULNESS:** It is or becomes unlawful for the Borrower to perform any of its obligations under this Agreement.

(xx) **CHANGE IN LAW:** Any change in any law and/or regulation applicable to the Borrower which, in the opinion of the Lender, has a substantial impact on the revenue of the Borrower.

(e) **Interest or Rate of Interest** means the rate at which the Lender has agreed to lend to the Borrower which is mentioned in the Schedule, and which shall be either floating rate or fixed rate or dual rate loan.

(f) **Loan** means the amount of financial assistance granted by the Lender to the Borrower mentioned in the Schedule and includes the principal amount, interest, additional interest and/or any other amount due and payable by the Borrower to the Lender as per the terms and conditions of this Agreement.

(g) **Loan Application** means the application along with the supporting documents submitted by the Borrower for the purpose of availing a finance facility from the Lender for the purpose stated in the Loan Application.

(h) **Person** includes an individual, partnership firm, company, trust, society and association of persons.

(i) **Property** means the residential or commercial immovable property, described in the Schedule or any other property which has been offered as a security to the Lender to secure the repayment of the Loan and includes: in the case of a flat, the entire built-up area and the proportionate share in the common areas and land underneath the building in which the flat is constructed or is built; or

in the case of an individual house, the house and the entire plot of land on which the house is constructed;

(j) **Prepayment** means the repayment of the Loan, in part or in full at any point of time subject to the terms of Article 2.6 of this Agreement,

(k) **Schedule** means the Schedule attached to this Agreement.

(l) **Electronic Clearing Service** (Debit Clearing) hereinafter referred to as ECS shall mean the debit clearing service notified by the Reserve Bank of India, participation in which has been consented to in writing by the Borrower for facilitating payment of the Equated Monthly Installments, as more particularly set out in Schedule to the Agreement.

(m) **Standing Instructions** hereinafter referred to as SI shall mean written instructions issued by the Borrower to its bank to debit the account of the Borrower maintained with a bank for an amount equivalent to the Equated Monthly Installments for the payment to the Lender for repayment of the Loan as more particularly set out in the Schedule to the Agreement.

(n) **Automated Clearing House** hereinafter referred to as ACH shall mean written instructions issued by the borrower to through Mandate form or any other forms as defined and required or notified by the Reserve Bank of India, participation in which has been consented to in writing by the Borrower for facilitating payment of the Equated Monthly Installments, as more particularly set out in Schedule to the Agreement.

(o) **National Automated Clearing House** hereinafter referred to as NACH shall mean written instructions issued by the borrower to through Mandate form or any other forms as defined and required or notified by the Reserve Bank of India, participation in which has been consented to in writing by the Borrower for facilitating payment of the Equated Monthly Installments, as more particularly set out in Schedule to the Agreement.

(p) **Utilization** has the meaning set out in Clause 2.1 (b) of the Agreement.

(q) Acceptable means of Communication with reference to:

(A) Borrower, shall mean:

(i) a telephonic call or text message sent on the registered mobile/landline number of the borrower as provided in the loan application form or

(ii) an email on the registered email address of the borrower as provided in the loan application form or

(iii) a written notice sent by courier/post on registered postal address of the borrower or

(iv) test message through chatbot, bitly, social media such as WhatsApp communication and /or any other electronic mode and/or

(v) notification by Lender on its Website

(B) Lender, shall mean:

(i) a telephone call received on the designated customer service number of Lender as provided on the Website or

(ii) an email received on the designated customer service email address of the Lender

(r) "Dual Rate Loan" shall mean a loan where the annualized rate of interest that shall have fixed rate of interest for the Fixed Rate Tenure as set out in Schedule to this agreement and thereafter floating rate of interest

which shall be linked to SBFC PLR for the Floating Rate Tenure as detailed in Schedule to this agreement (s) "Fixed Rate Tenure" for the Borrower availing Dual Rate Loan shall mean the part of the Loan Tenure during which fixed rate of Interest shall be applicable on the loan and is set-out in the schedule to this agreement.

(t) "Floating Rate Tenure" for the Borrower availing Dual Rate Loan shall mean the part of the Loan Tenure during which floating rate of Interest shall be applicable on the loan, which shall commence after the completion of the Fixed Rate Tenure and is as set out in schedule to this agreement.

(u) If availing dual rate loan

a) for the Fixed Rate Tenure, the fixed rate of Interest as mentioned in Schedule to the agreement
b) for the Floating Rate Tenure, the sum of the Spread, as mentioned in Schedule and SBFC PLR applicable on the date of commencement of the floating rate tenure in respect of the loan availed by the Borrower under this Agreement. The SBFC PLR as on the date of this agreement is as stated in Schedule.

1.2 In this Agreement unless the context otherwise requires

(a) references to Articles are to be construed as references to the Articles of this Agreement;
(b) references to Schedule is to be construed as references to the Schedule to this Agreement and any supplementary or additional Schedule, from time to time executed by the parties and references to this Agreement include references to all such Schedules attached from time to time;
(c) references to a person shall be construed as including references to an individual, firm, Lender or other body whether incorporated or not;
(d) references to a business day shall be construed as a reference to a day (other than a Public Holiday or Sunday) on which Banks are generally open for business in Mumbai;
(e) references to a month shall be construed as a reference to the period starting on one day of a calendar month and ending on the numerically corresponding day in the next succeeding calendar month save that where any such period ends on a day which is not a business day, it shall end on the next succeeding business day unless that day falls in a calendar month succeeding that in which it would otherwise have ended, in which case it shall end on the immediately preceding business day; provided that if a period starts on the last business day in a calendar month for which there is no numerically corresponding business day in the succeeding calendar month, the period shall end on the last business day of that later calendar month; and
(f) words importing the plural shall include the singular and vice-versa.

1.3 Article Headings are inserted for sake of convenience only and shall not affect the interpretation of the provision thereof.

ARTICLE - 2: LOAN, INTEREST, AMORTIZATION, TAXES & PREPAYMENT

2.1 THE LOAN:

(a) The Borrower agrees to borrow from the Lender and Lender agrees to lend to the Borrower a sum as stated in the Schedule on the terms and conditions herein set forth.
(b) The Loan shall ordinarily be disbursed in one lump sum. The Borrower hereby acknowledges the receipt of the Loan disbursed as indicated in the receipt herein below. The decision of the Lender in this regard shall be final, conclusive and binding on the Borrower. The date of the disbursement cheque/draft shall be treated as the

date of disbursement. In case of a revolving facility, the Borrower may request the Lender to provide the principal amount(s) of the Loan in one or more utilizations (Utilizations), provided that the aggregate of all Utilizations shall at no time exceed the principal amount of the Loan or such other amount prescribed by the Lender. For each Utilization, the Borrower will submit a Utilization request in a form and manner acceptable to the Lender. Any Utilization(s) repaid by the Borrower to the Lender may be availed by the Borrower in accordance with the provisions of this Agreement. The Lender retains the absolute right to disallow or reject any request for Utilization received from the Borrower.

(c) All payments to be made by the Lender to the Borrower under or in terms of this Agreement shall be made by cheque/demand draft / pay statement order duly crossed and marked A/c payee only/Electronic Fund Transfer and the collection charges, if any, in respect of all such cheques will have to be borne by the Borrower.

2.2 INTEREST AND TAXES:

(a) The Rate of Interest applicable to the Loan is as stated in the Schedule. PROVIDED THAT in the event the Lender reduces or increases the interest rate prior to the disbursement of the full Loan the applicable rate of interest shall be varied with reference to the tranches disbursed / to be disbursed.

• Floating Rate of Interest on a loan means that interest rate is linked to a Prime Lending Rate (PLR) of the Lender i.e. SBFC and would vary with changes in the latter.

• Fixed Rate of Interest means a rate fixed at the start of the tenure of the loan and remains unchanged throughout the loan tenure Unless affected by unforeseen market conditions.

• Dual Rate Loan Interest shall have fixed rate of interest for the Fixed Rate Tenure as set out in Schedule to this agreement and thereafter floating rate of interest which shall be linked to SBFC PLR for the Floating Rate Tenure as detailed in Schedule to this agreement

(b) The Lender shall review and, if considered necessary, reset the Rate of Interest on 1st April & 15th October each year or at any time or from time to time as per its policy, market conditions and/or applicable laws and regulations, if any, during the tenor of the loan at its sole discretion. The Lender will endeavor to inform the Borrower about the variation in the Interest in due course.

(c) The Borrower shall be required to pay the pro rata Revised Interest for the balance portion of the Interest Period and thereafter for each succeeding Interest Period and until any such further revision is made and intimated by the Lender.

(d) The Borrower shall reimburse or pay to the Lender such amount as may have been paid or be payable by the Lender to the Central or State Government on account of any tax levied on interest (and/or other charges) on the Loan by the Central or State Government or any other governmental authority. The Borrower shall make the reimbursement or payment as and when called upon to do so by the Lender

(e) The Borrower shall be liable to pay all taxes, charges, levies that may be levied by the Government/any other competent authority in connection with the transactions/activities/services to be rendered under the loan agreement. The Borrower agrees that the EMI shall be increased by any incremental taxes, whether by way of sales tax, excise duty or any other taxes, nor or hereinafter levied on this transaction with retrospective or prospective effect.

2.3 COMPUTATION OF INTEREST: The EMI comprises of principal and interest calculated on the basis of annual rates at the rate applicable and is rounded off to the next

rupee. Interest and any other charges shall be computed on the basis of simple interest method of a year consisting of three hundred and sixty days.

2.4 AMORTIZATION:

(a) Subject to Article 2.2, the Borrower shall amortize the Loan according to the Amortization Schedule. However, in the event of delay or preponement of disbursal(s) of any tranche for any reason whatsoever, the date of commencement of EMI shall be the first day of the month following the month in which all the tranches of the Loan shall have been disbursed.

(b) Notwithstanding Article 2.4(a) above and the Amortization Schedule, the Lender shall have the right at any time or from time to time to review and reschedule the repayment terms of the Loan or of the outstanding amount thereof. However, before rescheduling the Amortization Schedule, the Lender shall inform the Borrower in writing.

(c) The Borrower shall of his own accord send to the Lender a statement of his income, every year from the date hereof. However, the Lender shall have the right to require the Borrower to furnish such information/documents concerning his employment, trade, business or profession at anytime and the Borrower shall furnish such information/documents immediately.

(d) The Lender shall be entitled to present the appropriate post dated cheque(s) in respect of an EMI in its bank at any time on or after the due date of such EMI.

(e) In the event the Lender does not for any reason deposit the post dated cheque(s) before the expiry of the validity period of the postdated cheque or does not for any reason whatsoever, receive the EMI in accordance with ECS/SI/ACH/NACH mode of repayment, the Borrower shall deliver to the Lender, within seven (7) days of a request by the Lender in this regard, new post dated cheque(s) of a like amount or issue fresh instructions to the drawer bank for transfer of funds equivalent to the EMI to the Lender, as the case may be ensuring that the fresh post dated cheque or ECS/SI/ACH/NACH instructions, as stated hereinabove, are honoured and the Lender receives the amount equivalent to the EMI.

(f) The Borrower agrees to provide valid ECS/SI/ACH/NACH instructions for repayment. In the absence of such instructions, the Lender shall have the right to collect and present postdated cheques. Upon activation of valid ECS/SI/ACH/NACH or within a period of 60 days post closure of loan, whichever is earlier, the Lender may, at its discretion, destroy the postdated cheques and shall notify the Borrower of the same.

(g) The Borrower undertakes to the Lender to honour all payments without fail and not to instruct his/ its bankers to stop payment/countermand the post dated cheque(s) /ECS/SI/ACH/NACH. The Borrower shall also not or revoke the instructions with respect to ECS/SI/ACH/NACH or instruct the Lender to withhold presenting of the post dated cheque(s) on their due dates.

(h) In case of dishonor of cheque or any other instrument issued by the Borrower or where the Borrower revokes the SI/ECS/ACH/NACH instructions issued by him/it/ them to the drawee bank or where despite the Borrower having issued instructions to the drawee bank under the SI/ECS/ACH/NACH mode, the Lender has not received the monies equivalent to the Equated Monthly Installments, the Borrower agrees and undertakes that he/it/they shall visit the nearest branch of the Lender to remit the overdue installment for respective month and shall submit fresh mandate of ECS/ACH/NACH or Borrower(s) shall pay through NEFT/RTGS & inform the Lender in such respective month; failing which the Borrower(s) shall be liable to pay EMI along with an additional charge as mentioned herein below in respect of

each of such cheque /SI/ECS/ACH/NACH or any other instrument dishonored.

(i) In addition to replacing the dishonored cheques, revoked ECS/SI/ACH/NACH instructions or such ECS/SI/ACH/NACH instructions issued by the Borrower despite which the Lender has not received the monies equivalent to the EMI for any reason whatsoever, by a demand draft or paying cash in lieu of the bounced cheque/ECS/SI/ACH/NACH, the Borrower shall also be liable to pay late payment charges as mentioned in the schedule of the agreement till the date of receipt of payment of that installment of the Loan and shall also be liable to reimburse the Lender reasonable cost and expenses, including legal fees that may be incurred by the Lender in this regard. The Lender will give no notice, reminder or intimation to the Borrower regarding the presentation of the aforesaid cheques or other instruments /SI/ECS/ACH/NACH, as the case may be. This would be without prejudice to the right of the Lender under the applicable provisions of the Negotiable Instruments Act, 1881 and its other rights under this Agreement. The Borrower shall not be entitled to and agrees not to set off, withhold or deduct any amount from the payment due to the Lender under this Agreement.

(j) The post-dated cheques/ECS/SI/ACH/NACH issued by the Borrower towards the Equated Monthly Installments of the Loan may be swapped/interchanged by the Borrower at his/its/their option, by giving post-dated cheques/ECS/SI/ACH/NACH drawn on another bank account of the sum equivalent to the number of Equated Monthly Installments intended to be swapped / interchanged subject to the payment of swap charges per swap (the Swap Charges) as may be determined by the Lender and notified to the Borrower. Any cost incurred in this regard would be borne by the Borrower.

(k) The Borrower also agrees that he/it/they will not give any instructions to the Lender not to deposit the post dated cheques given by the Borrower. The Borrower further undertakes that his/its/their consent to participate in the ECS/SI/ACH/NACH mode for payment of the Equated Monthly Installments shall not be revoked during the tenure of this Agreement except with the approval of the Lender. In case the Borrower revokes his/its/their consent to participate in this ECS/SI/ACH/NACH mode, it may be presumed that the same has been done to cheat the Lender and shall make the Borrower liable for criminal action under the Indian Penal Code, 1860 and any other law for the time being in force.

(l) If any amount paid by the Borrower obligors in respect of the Loan is avoided or set aside on the liquidation or administration of the Borrower or otherwise, then for the purpose of this Agreement such amount shall not be considered to have been paid when such payment is returned or becomes liable to be returned to the Borrower or any other claimant by the Lender.

2.5 DELAYS IN PAYMENT OF EMI:

(a) No notice, reminder or intimation will be given to the Borrower regarding his obligation to pay EMI regularly on due date. It shall be entirely the responsibility of the Borrower to ensure prompt and regular payment of EMI.

(b) The delay in payment of EMI shall render the Borrower liable to pay Late payment charges as mentioned in schedule of this agreement. In such an event the Borrower shall also be liable to pay incidental charges and costs to the Lender.

(c) The Borrower acknowledges that the Loan provided under this Agreement is for a commercial purpose and it hereby explicitly waives any defense that may be available to it under usury or other laws relating to the charging of interest.

2.6 PRE-PAYMENT:

6.a The Lender may in its sole and absolute discretion and on such terms and conditions as may be prescribed including but not limited to payment of prepayment charges specified in the Schedule ("Prepayment Charges") permit acceleration of EMI's or pre-payment of the Loan at the request of the Borrower. Provided that in the case of a revolving facility provided by the Lender, the Borrower may, with the Lender's prior consent and subject to such terms as the Lender may prescribe, prepay the principal amount of any Utilizations without any Prepayment Charges

6.b The Lender will not waive the Prepayment Charges under any circumstances. The Lender shall be entitled to revise the Prepayment Charges at any time and from time to time as per its policy, if any, during the tenor of the Loan at its sole discretion. The Lender will endeavor to inform the Borrower about the variation in the Prepayment Charges in due course.

6.c The Prepayment shall be made only in accordance with the terms and conditions of this Agreement and on the due date of commencement of EMI. If the Borrower pays any amount to the Lender before the due date of commencement of the relevant EMI, the Lender shall be entitled to appropriate the same in such manner as it deems fit, and the credit in respect of the payment of such amount shall be given by the Lender to the Borrower only on the due date of commencement of the relevant EMI. No amounts prepaid may be re-borrowed by the Borrower under this Loan save and except the Revolving Line of Credit available to the Borrower

2.7 TERMINAL DATES FOR DISBURSEMENT:

Notwithstanding anything to the contrary contained herein, the Lender may by notice to the Borrower suspend or cancel the Loan if the Loan shall not have been fully drawn within six (6) months from the date of the sanction letter or such other date as the Lender may prescribe from time to time.

The lenders reserve their rights to withhold and/or cancel the loan facility or any part thereof without assigning any reason.

2.8 ALTERATION AND RE-SCHEDULING OF EQUATED MONTHLY INSTALLMENTS: Without prejudice to Article 2.7 above, in the event the Loan is not drawn by the Borrower within a period of six (6) months from the date of letter of sanction, the EMI may be altered and rescheduled in such manner and to such extent as the Lender may, in its sole and absolute discretion, decide and the Amortization of the Loan shall be in accordance with the new Amortization Schedule notwithstanding anything to the contrary contained in the Schedule or any earlier Amortization Schedule.

2.9 LIABILITY OF BORROWERS TO BE JOINT AND SEVERAL: In the event there is more than one Borrower, the Borrowers agree that the liability of the Borrowers to amortize the Loan and to observe the terms and conditions of this Agreement and/or any other agreements and documents which may have been or may be executed by such Borrowers with the Lender in respect of this Loan or any other loan or loans is joint and several.

2.10 Subject to applicable law, upon the Borrower opting for any scheme or accepting any offer from his employer providing for any benefit for resigning or retiring from the employment prior to superannuation, or upon the employer terminating his employment for any reason or upon the Borrower resigning or retiring from the service of an employer for any reason whatsoever, then notwithstanding anything to the contrary contained in this Agreement or any letter or document, the entire outstanding principal amount of the Loan as well as any

outstanding interest and other dues thereon shall become payable by the Borrower to the Lender from out of the amount receivable by him from the employer under such scheme or offer, or any terminal benefit, as the case may be. Provided however, in the event of the said amount being insufficient to completely Amortize the Loan, the balance unpaid amount remaining due to the Lender shall be paid by the Borrower in such manner as the Lender may in its sole and absolute discretion decide and the payment will be made by the Borrower accordingly, notwithstanding anything stated in Article 2.4 and the Schedule and/or the Amortization Schedule. For the purpose of this Article the Borrower does hereby irrevocably authorize the Lender to apply for, communicate with and receive the said amounts from his employer directly.

2.11 RECALL OF THE LOAN BY THE LENDER:

a. The Borrower agrees that the Lender may call back the loan partly or fully for any reason whatsoever, including but not limiting to change in the risk perception, the Loan amount having reached or breached the sanction loan limit, the valuation of the securities made available by the Borrower to the Lender undergoing a change due to computation/re-computation by the Lender or if, at any time, it is or will become unlawful for the Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in the Loan and in circumstances where there is demand by Lender calling back the Loan/demand to increase the available security/ collateral, the Borrower may if so permitted provide Securities out of the list of permitted securities as in effect on that day to ensure availability of adequate collateral/security against the loan amount.

b. The Borrower agrees that the Lender can, at its discretion, recall the loan(s). It is specified that the repayment schedule(s) for each loan is without prejudice to the Lenders right to recall the amounts paid under the Loan or the entire Loan and to demand payment of the amounts due to the Lender under the loan balance(s), as the case may be.

c. Upon the expiry of the period of notice, or if no notice is required to be given, the Loan shall stand cancelled and all the amounts due under the Loan(s), as the case may be shall immediately stand repayable by the Borrower to the Lender and any security provided by the Security Provider shall immediately become enforceable.

ARTICLE - 3 : CONDITIONS PRECEDENT

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

TITLE: The Borrower shall have an absolute, clear and marketable title to the Property and any other security provided by it and shall ensure that the Property and any other security provided under this are absolutely unencumbered and free from any liability and prior charges whatsoever. The Borrower shall furnish a Title Certificate of clear, marketable and unencumbered title of the property being the subject matter of the security.

3.2 OTHER CONDITIONS FOR DISBURSEMENT: The obligation of the Lender to make disbursement of the Loan or any tranche thereof under this Agreement shall also be subject to the following conditions:

(a) **EVENT OF DEFAULT:** No Event of Default shall have occurred.

(b) **EVIDENCE OF UTILIZATION OF DISBURSEMENT:** Any disbursement of the Loan and/or tranche thereof shall at the time of request therefore be required immediately by the Borrower for the sole and exclusive purpose of the Borrower as stated in the Loan Application, and the Borrower shall produce such evidence of the proposed

utilization of the proceeds of the disbursement of the Loan or any tranche thereof as is satisfactory to the Lender.

(c) **EXTRAORDINARY CIRCUMSTANCES:** No extraordinary or other circumstances shall have occurred which shall make it improbable for the Borrower to fulfil his/its obligations under this Agreement.

(d) **PENDING LEGAL PROCEEDINGS:** The Borrower shall have furnished a declaration to the effect that there is no action, suit, proceedings or investigation pending or to the knowledge of the Borrower threatened, by or against the Borrower before any court of Law or Governmental authority or any other competent authority which might have a material adverse effect on the financial and other affairs of the Borrower or which might put into question the validity or performance of this Agreement or any of its terms and conditions.

(e) Declaration/undertaking to the effect that the Borrower has a clear and marketable title to the Property/any other security to be offered as security under this agreement, free from reasonable doubts and encumbrances and that the Borrower shall indemnify and keep indemnified the Lender against any risk whatsoever and further confirming that borrowing the Loan or granting of security to secure the obligations under the Loan Agreement would not cause any borrowing, granting of security or similar limit binding on it to be exceeded. The Borrower shall further confirm absence of any material adverse change in the business, condition (financial or otherwise), operations, performances, properties, or prospects of the Borrower, since the date of the last financial year.

(f) The Borrower shall have executed and delivered a money bond or a demand promissory note in favour of Lender for the amount of the Loan.

(g) The Borrower shall have obtained a comprehensive and composite insurance policy in respect of the Property or any other insurance policy required by the Lender at his own cost and expense. The insurance policy shall be for a sum either covering the structural value of the Property and other security or the Loan whichever is lower. The Borrower shall get the lien (as loss payee) of the Lender noted on the insurance policy confirming that the Lender shall have the first claim on proceeds of the policy and furnish a true copy of the said policy to the Lender.

(h) The Borrower shall provide true copy of the latest audited and unaudited financial statements of the Borrower.

(i) The Borrower shall have procured a guarantee to the satisfaction of the Lender, if the Lender so requires. On the Lender being satisfied that all the First Conditions Precedent have been duly completed in terms of this Agreement and receipt of the relevant documents evidencing completion of the relevant First Conditions Precedent, the Lender may, at its sole discretion, disburse the Tranche I Loan into the account of the Borrower or such account as may be mentioned in the Disbursement Request.

(j) **COMPLIANCE WITH ILO CONVENTIONS, ESG RISK ASSESSMENT, AND ETHICAL STANDARDS:** The Borrower hereby commits to adhering to all applicable International Labour Organization (ILO) Conventions and to conducting a thorough assessment of the environmental, social, labour, and health and safety risks associated with its operations.

The Borrower shall ensure full compliance with all ethical, legal, and regulatory standards and take proactive measures to detect, prevent, and respond to any violations or misconduct.

The Borrower further warrants that it is not, nor will it become, engaged in any activities that are excluded by the Lender's policies, including but not limited to, those

that violate international or local laws, compromise environmental sustainability, endanger public health or safety, or infringe upon human rights.

ARTICLE - 4 : SECURITY INTEREST

4.1 The Borrower agrees that Amortization of the Loan, interest, fees, commitment charges, penal charges, Bounced Cheque Charges, Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) and Registrar of Companies (ROC) Charges for creating security over the collaterals specified in the Schedule hereto, and expenses and all other amounts payable under this Agreement or any other agreements shall be secured by a first and exclusive charge by way of mortgage in favour of the Lender over the Property together with all the present and future structures constructed/ to be constructed thereon and such other properties and assets of the Borrower as the Lender may require, in a manner acceptable to the Lender.

4.2 The Borrower shall also procure an unconditional and irrevocable guarantee (personal/corporate) from a third party (the Guarantor) in the format annexed hereto, if required by the Lender, as security for the repayment and payment of the Loan, interest, fees, commitment charges, costs, charges and expenses and all other amounts payable under this Agreement to the Lender.

4.3 The Lender shall have the right to decide in its sole discretion the type of mortgage or any other security and/or additional security (including a pledge of 100% shares of listed/unlisted companies and/or a charge by way of mortgage over all the partnership interest, i.e. present and future partnership right, title and interest of the relevant partners as the case may be acceptable to the Lender) to be created by the Borrower for securing the Loan and all other amounts as aforesaid and the Borrower shall be bound to create and shall duly execute documents evidencing the same as may be required by the Lender. The Borrower further agrees that the representations and warranties set out in Article 6 in relation to the Property shall mutatis mutandis apply to any security provided pursuant to this Article 4.3 and shall be deemed to be provided by the Borrower in relation to any security provided pursuant to this Article 4.3

4.4 The Borrower shall execute any bond(s) or promissory notes for securing the Loan and such other documents, powers of attorney and agreements as may be required by the Lender.

4.5 Any securities taken separately, now, or to be taken subsequently in future from the Borrower and/or the Guarantor on demand by the Lender shall be deemed to be the securities under this Agreement. The Lender shall upon revaluation of the securities provided by the Borrower, and/or the Guarantor demand additional/alternate acceptable security(s) to protect its interest, which shall form part of the security offered under this Agreement.

4.6 The Borrower undertakes to provide such other securities in the manner and form acceptable to the Lender and shall furnish the same within the time stipulated by the Lender.

4.7 The Borrower acknowledges and accepts that the Lender shall be at liberty to call for and enforce all/any security offered in such form, value and manner which is satisfactory to the Lender, in the Event of Default by the Borrower or insufficiency of monies realized/recovered by the Lender under this Agreement, in any manner it deems fit. The Parties agree that the Borrower shall bear all costs and expenses incidental thereto, including but not limited

to the creation of additional security, conducting of title diligence etc.

4.8 The securities provided herein shall be deemed to be continuing securities in respect of the Loan availed by the Borrower. The securities shall not be discharged/released till such time all the dues in respect of the Loan are fully paid to the satisfaction of the Lender and unless the Lender consents to give a discharge in respect of any security in writing to the Borrower and/or the Guarantor.

4.9 The Borrower accepts and agrees that the Lender shall have an overriding right of lien on any monies which come into the possession of the Lender in any manner whatsoever against the amounts due and payable by the Borrower and the Lender shall be entitled to set- off the amounts due.

4.10 The Borrower shall be estopped in law from taking the plea that monies in possession/custody of the Lender are pursuant to transactions extrinsic of Lenders cause of action under this Agreement.

4.11 The right of lien would be exercisable against all liabilities whether such liabilities are actual or contingent, primary or collateral, several or joint and such right; shall not be affected by any reason whatsoever including death of the Borrower and/or the Guarantor.

4.12 The Borrower and/or the Guarantor shall execute any such agreement/s, document/s, undertaking/s that may be required now or hereafter at any time during the tenor of the Loan or any other loan or loans granted by the Lender hereafter, if so required by the Lender.

ARTICLE - 5: COVENANTS OF THE BORROWER

5.1 AFFIRMATIVE COVENANTS OF THE BORROWER: The Borrower covenants with the Lender that during the tenor of the Loan and till the time the Loan is Amortized in full:

(a) The Borrower shall utilize the Loan for purposes as indicated by him in his Loan Application/end use letter and for no other purpose whatsoever. The Borrower further agrees that the Lender has the right to monitor or undertake audit of the end use as indicated by the Borrower including the right to award separate mandate to the auditor/s of the Borrower..

(b) The Borrower shall maintain the Property in good order and condition and will make all necessary improvements thereto till the time the Loan is Amortized in full;

(c) The Borrower shall notify the Lender of any change in his employment, business or profession within seven (7) days of any such change.

(d) The Borrower shall duly and punctually comply with all the terms and conditions for holding the Property and all the rules, regulations, byelaws etc. of the concerned cooperative society, association, or any other competent authority and pay such maintenance and other charges for the upkeep of the Property as also any other dues etc., as may be payable in respect of the Property or the use thereof;

(e) The Borrower shall be vigilant and he shall ensure that the Property is, during the pendency of the Loan, always duly and properly insured against all risks such as earthquake, fire, flood, explosion, storm, tempest, cyclone, civil commotion etc., with an insurance company, acceptable to the Lender, with the Lender being the sole beneficiary under the policy/policies and produce evidence thereof to the Lender on his own from time to time. The Borrower shall pay the premium amounts promptly and regularly so as to keep the Policy/policies alive at all times till the Loan is Amortized in full;

(f) The Borrower shall promptly inform the Lender of any material loss/damage to the Property that may be caused to it for any reason whatsoever; The Borrower shall notify

and furnish details of any additions to or alterations in the Property or the user of the Property, which the Borrower proposes to make during the pendency of the Loan;

(g) The Borrower shall pay all municipal taxes, ground rent, and such other municipal and local charges in accordance with applicable laws and regulations;

(h) If the Borrower is a company, it shall register the charge created in favour of the Lender in proper form with the Registrar of Companies within a period of 30 days from the date of creation of such charge;

(i) If the Borrower is a Person other than an individual, it shall allow the Lender or any of its authorized representative to inspect its books of accounts and such other documents, papers and records as may be deemed fit and proper by the Lender;

(j) If the Borrower is a Company, it shall maintain a debt equity ratio and current ratio at the levels mentioned in the Schedule;

(k) If the Borrower is a Person other than an individual, it shall promptly inform the Lender of change in location of its office/registered office, name, main business activity of the Borrower.

(l) The Borrower agrees and undertakes to utilize the loan only for the purpose for which the loan was applied to & sanctioned by the Lender and shall not use the loan for any illegal, antisocial, speculative purposes including but not limited to participation in Stock markets/IPOs.

(m) The Borrower hereby gives specific consent to the Lender for disclosing / submitting the financial information as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 read with the relevant regulations/rules framed thereunder, as amended and in force from time to time and as specified there under from time to time, in respect of the Loan, to any Information Utility as defined in Section 3 (21) of the Insolvency and

Bankruptcy Code, 2016 in accordance with the relevant regulations framed thereunder, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the financial information submitted by the Lender, as and when requested by the concerned Information Utility.

(n) If Borrower is a Company, it shall not induct on its board, a promoter or director of a company which is a willful defaulter or appoint a person in charge and responsible for the management of the affairs of the Borrower, who has been identified as a willful defaulter by RBI and/or any other Government Agency from time to time or If the Borrower's board contains a promoter or director of a willful defaulter or person in charge and responsible for the management of the affairs of the borrower is a willful defaulter, such Borrower will, immediately on becoming aware of the same, take expeditious and effective steps for removal of such person from its board or management.

5.2 NEGATIVE COVENANTS: The Borrower covenants with the Lender that unless the Lender shall otherwise agree:

(a) The Borrower shall not let out or otherwise howsoever part with the possession of the Property or any part thereof;

(b) The Borrower shall not sell, pledge, mortgage, lease, surrender, redeem or otherwise howsoever alienate or encumber (except for the charge created pursuant to this Agreement), the Property or any other security provided pursuant to this agreement or any part thereof;

(c) The Borrower shall not enter into any agreement or arrangement with any person, institution or local body or Government body for the use , occupation or disposal of the Property or any part thereof till the Loan is Amortized in full;

and no dues certificate has been issued in its favour by the Lender;

(d) The Borrower shall not change the use of the Property. If the Property is used for any purpose other than residential purpose, the Lender, in addition to any other action which Lender may opt to take, shall be entitled to charge, in its sole discretion, such higher rate of interest as it might fix in the circumstances;

(e) The Borrower shall not merge or combine his Property with any other adjacent property nor shall he create any right of way or any other easement on the Property;

(f) The Borrower shall not stand surety for anybody or guarantee the repayment of any loan or the purchase price of any asset, except for any guarantee provided pursuant to this Agreement;

(g) The Borrower shall not borrow any further amounts from any other person without the prior written consent of the Lender.

(h) If the Borrower is a company or partnership firm, the Borrower shall not make any change in the constitution, management or existing ownership or control or share capital of the Borrower without prior written consent of the Lender;

(i) If the Borrower is a firm, the Borrower shall not dissolve or admit new partners in the partnership without prior written consent from the Lender;

(j) If the Borrower is a company or a partnership form, the Borrower shall not enter into a reconstruction or arrangement or merge or amalgamate with any other company or body corporate or enter into any partnership without the prior written consent of the Lender.

ARTICLE - 6: REPRESENTATION AND WARRANTIES OF THE BORROWER

6.1 The Borrower hereby represents warrants and undertakes to Lender as follows:

(a) The Borrower confirms the accuracy of the information in his loan application made to Lender and any prior or subsequent information or explanation given to Lender in this behalf.

(b) That subsequent to the said Loan application there has been no material change which would affect the purpose of the Loan or the grant of the Loan as proposed in the Loan Application.

(c) That there are no mortgages, charges, lis-pendens or liens or other encumbrances or any rights of way, light or water or other easements or right of support on the whole or any part of the Property.

(d) That the Borrower is not a party to any litigation of a material character and that the Borrower is not aware of any facts likely to give rise to such litigation or to material claims against the Borrower.

(e) That the Borrower is not aware of any document, judgment or legal process or other charges of any latent or patent defect affecting the title of the property or of any material defect in the property or its title which has remained undisclosed and/or which may affect the Lender prejudicially.

(f) That the Borrowers Property is not included in or affected by any of the schemes of Central/State Government or of the improvement trust or any other public body or local authority or by any alignment, widening or construction of road under any scheme of the central/State Government or of any Corporation Municipal Committee, Gram Panchayat, etc.

(g) That no suit is pending in the Municipal Magistrates Court or any other Court of Law in respect of the property to be mortgaged with Lender nor has the Borrower been served with any notice for infringing the provisions of the Municipal Act or any Act relating to local bodies or Gram

Panchayats or Local authorities or with any other process under any such Acts.

(h) That the Borrower has disclosed all facts relating to his Property to the Lender and has made available to them all the title deeds including all connected documents of title in his possession

(i) That the Borrower has paid all public demands such as income-tax and all the other taxes and revenues payable to the Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.

(j) It shall be the Borrowers obligation to keep himself acquainted with the rules of Lender herein referred to, in force from time to time. Any changes to the schedule of charges terms of agreement pursuant to changes in applicable laws/rules/regulations/market forces will be available with the branch and also published on our website at www.sbfc.com.

ARTICLE - 7 : EVENTS OF DEFAULT AND REMEDIES AVAILABLE TO LENDER

7.1 If one or more of the Events of Default shall have occurred, then, the Lender, by a written notice to the Borrower may declare the principal and all accrued interest and charges on the Loan which may be payable by the Borrower under or in terms of this Agreement and/or any other agreements, documents subsisting between the Borrower and the Lender, as well as all other charges and dues to be due and upon such declaration the same shall become due and payable forthwith and the security in relation to the Loan and any other loans shall become enforceable, notwithstanding anything to the contrary in this Agreement or any other agreement or document. In the event of any amount/ loan being undisbursed as of that date, the same shall stand cancelled.

7.2 It is clarified that upon the occurrence of an Event of Default, the Lender may enforce any of the Securities created in pursuance of this Agreement in any order it may deem fit.

7.3 In addition to the above, so long as an Event of Default continues, the Borrower shall pay additional interest rate as mentioned in the schedule on the defaulted amount, from the date of occurrence of the Event of Default hereinabove until such Event(s) of Default is/are rectified and final payment in respect thereof made to the Lender, without any prejudice to the remedies available to the Lender or the Consequences of Events of Default

7.4 Without prejudice to the rights conferred in the Lender under Article 7.1 above, upon occurrence of an Event of Default, the Lender shall have all the rights conferred on secured creditors under any law including but not limited to the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or any amendment or re enactment thereof.

7.5 NOTICE TO LENDER ON THE HAPPENING OF AN EVENT OF DEFAULT: If any Event of Default or any event which, after the notice or lapse of time or both would constitute an Event of Default shall have happened, the Borrower shall forthwith give to the Lender notice thereof in writing specifying such Event of Default, or such event.

7.6 EXPENSES OF PRESERVATION OF ASSETS OF THE BORROWER AND OF COLLECTION : All reasonable costs incurred by Lender after an Event of Default has occurred in connection with:

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

(b) Collection of amounts due under this Agreement may be charged to the Borrower and reimbursed, as the Lender shall specify.

7.7 ISSUE OF CERTIFICATES: The Lender may issue any certificate as regards payment of any amounts paid by the Borrower to Lender in terms of this Agreement only if the Borrower has paid all amounts due under this Agreement to the Lender and the Borrower has complied with all the terms of this Agreement.

7.8 COMMUNICATION WITH THIRD PARTY: Upon the occurrence of the Event of Default, the Lender shall be entitled to communicate, in any manner it may deem fit, to or with any person or persons with a view to receiving assistance of such person or persons in recovering the defaulted amounts including but not limited to visit the Property and/or any place of work of the Borrower.

7.9 DISCLOSURE OF NAMES TO APPROPRIATE AUTHORITIES : Borrower hereby agree as a pre-condition of the Loan given to Borrower by the Lender that in case Borrower commit default in the repayment of the Loan or in repayment of interest thereon or any of the agreed installment of the Loan on due date/s, the Lender will have an unqualified right to disclose or publish the name of the Borrower and/or Guarantor, as the case may be, as defaulter, in such manner and through such medium as Lender in its absolute discretion may think fit.

7.10 PROCEDURE TO BE FOLLOWED FOR RECOVERY OF OVER DUES: In case of non-payment of dues by the Borrower, SBFC shall have right to initiate legal action against the Borrower in accordance with provisions of the loan agreement and applicable laws. Before initiating any such legal action, SBFC shall send notice to the applicant / Borrower as required under applicable laws.

The recovery process of enforcement of mortgage/securities, including but not limited to, taking possession and sale of the mortgaged property in accordance with the procedure prescribed under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) or under any other law, is followed purely under the directions laid down under respective law. Intimations / Reminders/ Notices(s) are given to customer/s prior to initiating appropriate legal steps for recovery of over dues, by the various legal tools like Negotiable Instruments Act, Civil Suit, SARFAESI Act etc.

SBFC may depute its recovery agents / recovery agent from third party for recovery of dues in accordance with applicable law.

7.11 Grievance Redressal Mechanism:

Level 1	SBFC is committed to resolving customer queries / issues within 15 working days. Customer can address their queries / issues by writing on customercare@sbfc.com or call on our call center no 022-68313333
Level 2	In case customer is not happy with the resolution provided at level 1, customer may post his / her complaint to the head of customer service on servicehead@sbfc.com
Level 3	In case customer is further not satisfied with the resolution provided at Level 1 and Level 2, the customer may post his / her complaint on management.sbfc@sbfc.com .

ARTICLE - 8 : WAIVER

8.1 No delay in exercising or omission to exercise, any right, power or remedy accruing to the Lender upon any default under this Agreement, mortgage deed or any other

agreement or document shall impair any right, power or remedy or shall be construed as a waiver thereof or any acquiescence in such default affect or impair any right, power or remedy of the Lender in respect of any other default.

ARTICLE - 9 : EFFECTIVE DATE OF AGREEMENT

9.1 AGREEMENT TO BECOME EFFECTIVE FROM THE DATE OF EXECUTION: This Agreement shall become binding on the Borrower and the Lender on and from the date of execution hereof. It shall be in full force till the Loan is fully Amortized/repaid and any other moneys due and payable to the Lender under this Agreement as well as all other agreements, documents which may be subsisting executed between the Borrower and the Lender is fully paid.

ARTICLE -10 : MISCELLANEOUS

10.1 PLACE AND MODE OF PAYMENT BY THE BORROWER: All moneys due and payable by the Borrower to Lender under or in terms of this Agreement shall be paid at the registered office or the concerned regional/branch office of Lender by cheque or bank draft, drawn in favour of the Lender on a scheduled bank in the town or city where such registered office/branch/regional office is situated or in any other manner as may be approved by Lender and shall be so paid as to enable Lender to realize the amount sought to be paid on/or before the due date to which the payment relates. Credit for all payments by cheque/bank draft drawn will be given only on realization thereof by Lender.

10.2 INSPECTION, ASSIGNMENT:

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

(b) The Lender shall have the right to create charge over the Property in favour of any bank, institution or body by way of security for any refinance facility or any loan availed of by Lender from such bank, institution or body. Lender shall also have the right to transfer or assign the mortgage over the Property in favour of any bank, institution or body in connection with any sale or transfer of the Loan by Lender to them.

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

10.3 SECURITIZATION:

(a) The Lender reserves the right to assign/sell/securitize the Loan with or without security, if any, in any manner by transferring and/or assigning or otherwise all its right, title and interest which the Lender deems appropriate and the Borrower hereby expressly agrees that in that event, Lender is not required to obtain any permission or put the Borrower to any notice.

(b) The Borrower shall be bound to accept any such securitization and any such sale, assignment, or transfer and the Borrower shall accept such other party (s) as creditors exclusively or as a joint creditor with the Lender,

or as a creditor exclusively with the right to Lender to continue to exercise all powers hereunder on behalf of any such other party.

(c) Any cost in this behalf, whether on account of such sale, assignment or transfer or enforcement of rights and recovery of outstanding and dues shall be to the account of the Borrower. The Borrower undertakes to pay to third parties the difference between the Loan outstanding and the amount received by the Lender in the event of transfer of the portfolio to a third party.

10.4 CO-LENDING:

The details of the co-lending arrangement are set out in Appendix-1 of this Agreement. The Borrower agrees that it has carefully read and understood the terms of the Appendix and agrees and undertakes to comply with and abide by the terms of the Appendix.

10.5 INDEMNIFICATION:

The Borrower undertakes to indemnify and keep Lender and its officers/employees fully indemnified and harmless from and against all the consequences of breach of any of the terms, condition, statements, undertakings representations and warranties of this Agreement as also of any of its representations or warranties not being found to be true at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs (hereinafter referred to as claims) faced, suffered or incurred by the Lender. Borrower hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts and omissions on the part of the warranties and/or representations of the Borrower. Similarly, in the event of any claims being made on Lender, on account of any breach of warranty, representations, non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made by Borrower or its employees, agents, being false, the Borrower undertakes to pay on first demand made by Lender of any amount on this account without any demur, reservation, contest, protest whatsoever within 7 working days of such demand being made.

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

- (a) Interest
- (b) Principal outstanding of the Loan
- (c) costs, charges, expenses, incidental charges and other moneys that may have been expended by Lender in connection with the recovery;
- (d) additional interest and/or liquidated damages and/or penal charges on defaulted amounts;
- (e) Prepayment Charge and fees¹

In cases of Settlement, Write-Off, Closure etc., payment due and payable under this Agreement and made by the Borrower, will be appropriated in the following order, namely:

- (a) Principal outstanding of the Loan
- (b) Interest
- (c) costs, charges, expenses, incidental charges and other moneys that may have been expended by Lender in connection with the recovery;
- (d) additional interest and/or liquidated damages and/or penal charges on defaulted amounts;
- (e) Prepayment Charge and fees

10.7 SERVICE OF NOTICE:

Any notice or request required or permitted to be given or made under this Agreement to Lender or to the Borrower shall be given in writing. Such notice or request shall be deemed to have been duly given or made when it shall be

delivered by hand, mail, SMS, WhatsApp and any other electronic mode (email id and Mobile No. provided by the Borrower in the application form) to the party to which it is required or permitted to be given or made at such party's address specified below or at such other address as such party shall have designated by notice to the party giving such notice or making such request

To the Lender: Registered Office of the Lender EmailId: As mentioned on the website of the Company i.e. www.sbfc.com

To the Borrower: residential address stated in the Schedule/Application Form or the Property address described in the Schedule.

Email ID: As mentioned in the application form.

Mobile No.: As mentioned in the application form, (through SMS and Whatsapp)

10.8 THE BORROWER AGREES/CONFIRMS AS FOLLOWS:

(a) Lender shall monitor activities in credit facility / loan account / other financial transactions of the borrower and incase of suspicion / indication of wrongdoing or fraudulent activity, Lender may, through external auditor/internal auditor, as per its policy, conduct further investigation and take action(s) pursuant to the report so received.

(b) Lender may return the document of title to either/any of the borrower notwithstanding any contrary advice/intimation from either/any of the Borrower(s) at a later stage.

(c) The Borrower acknowledges that the Borrower has the option of taking an insurance policy from an insurance company, acceptable to the Lender. In the event of the Borrower not obtaining such an insurance policy prior to disbursement, the Borrower hereby authorises the Lender to obtain the insurance on its behalf from an insurance company acceptable to them and deduct the amount of the insurance premium from the Loan disbursed. Further the Borrower has read and understood/been explained the terms and conditions of the insurance policy, in a language understood by the Borrower and agrees to be bound by the same.

(d) To keep alive the insurance policy/policies assigned in favour of Lender by paying on time the premium as they fall due and produce the receipts to Lender whenever required

(e) Lender shall have the right to receive and adjust any payment that it may receive in connection with any insurance policy/policies against the Loan and alter the Amortization Schedule in any manner as it may deem fit notwithstanding anything to the contrary contained in this Agreement or any other document or paper.

(f) The Borrower shall, of its own accord send to the Lender on or before the 30th day of June of every calendar year a statement of its annual income, including profit and loss account and detailed balance sheet with annexes, in case the Borrower is a company or partnership firm. However, the Lender shall have the right to require the Borrower to furnish any other information, documents, etc. relating to the trade, business or profession of the Borrower as may be deemed fit and proper by the Lender

(g) Lender has the sole right to amend any of the terms and conditions of this agreement, including but not limited to the revision of annualized rate of interest, Penal charges, Bounce charges, Spread, Prepayment charges (whether part prepayment or full), method of effecting credit of the repayment by notice to the borrower vide any Acceptable Means of Communication, without assigning any reason and the borrower agrees that such revision

shall become applicable prospectively from the date of notification to the borrower.

(h) That the terms and conditions and all the covenants and details of the Schedule hereunder shall be read and construed as part and parcel of these presents.

(i) That the terms and conditions of this Agreement shall be binding on the legal representatives, heirs, executors, administrators, successors and assigns of the Borrower and the successors and assigns of the Lender.

(j) This Agreement shall be construed in accordance with the laws of India. The Parties hereto expressly agree that all disputes arising out of and /or relating to this Agreement including any related documents shall be subject to the exclusive jurisdiction of the Courts/Tribunals of the place/ governing the place in which the Lending Office is situated. Provided that to the extent allowed by law, the Lender shall be entitled to take proceedings relating to a dispute in any Courts/Tribunals of any other place which has jurisdiction. Provided further that if any dispute arising under this Agreement is below the pecuniary jurisdiction limit of the Debts Recovery Tribunals established under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993, then such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, by a sole arbitrator, appointed by the Lender. The arbitration proceedings shall be conducted in English language. The award passed by the arbitrator shall be final and binding on the Parties. The cost of such arbitration shall be borne by the losing Party or otherwise as determined in the arbitration award. The venue of arbitration shall be the city in which the Lending Office is situated or such other place as may be determined by the Lender. 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.

That the Borrower has read and understood this Agreement and in the event that the Borrower is illiterate and/or cannot read English language, the terms and conditions of this agreement have been read over, translated and explained in detail in the vernacular language to the Borrower.

Acceptance: I/ We have read the entire Agreement constituting of 14 clauses including the details given in Schedules which have been filled in my presence. I /We shall be bound by all the conditions including the Schedules. The aforementioned Agreement and other documents have been explained to me/us in the language understood by me/us and I/we have understood the entire meaning of the various clauses.

ARTICLE -11: COLLECTIONS

The Borrower expressly recognizes and accepts that the Lender shall, without prejudice to its right to perform such activities itself or through its officers or employees, be entitled, and has full power and authority so to do, to appoint one or more third parties as the Lender may select and to delegate to such third party all or any of its functions, rights and powers under this Agreement relating to the administration of the Loan including the right and authority to collect and receive on behalf of the Lender from the Borrower all due and unpaid EMIs and other amounts due by the Borrower under this Agreement and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, contacting the Borrower,

receiving cash/cheques/drafts/ mandates from the Borrower and giving valid and effectual receipts and discharge to the Borrower. For the purposes aforesaid or for any other purpose at the discretion of the Lender, the Lender shall be entitled to disclose to such third parties all necessary or relevant information pertaining to the Borrower and the Loan and the Borrower hereby consents to such disclosure by the Lender. Notwithstanding the above, the Borrower expressly accepts and authorizes the Lender (and/or any such third party as the Lender may select) to contact third parties (including the family members of the Borrower) and disclose all necessary or relevant information pertaining to the Borrower and the Loan and the Borrower hereby consents to such disclosure by the Lender (and/or any such third party as the Lender may select).

ARTICLE -12: DISCLOSURE

12.1 Notwithstanding any of the foregoing, the Borrower understands that as a precondition relating to grant of the Loan to the Borrower, the Lender requires the Borrower's consent for the disclosure by the Lender of information and data relating to the Borrower, of the credit facility availed off/ to be availed by the Borrower, obligations assured/ to be assured by the Borrower in relation thereto and default, if any, committed by the Borrower in discharge thereof. Accordingly, the Borrower hereby agrees and gives consent for the disclosure by the Lender of all or any such-

(a) information and data relating to the Borrower;
(b) the information or data relating to any credit facility availed of I to be availed by the Borrower; and
(c) default, if any, committed by the Borrower in discharge of such obligations as the Lender may deem appropriate and necessary to disclose and furnish to Credit

Information Bureau (India) Limited and any other agency authorized in this behalf by the Reserve Lender of India.

12.2 The Borrower further declares that the information and data furnished by the Borrower to the Lender is true and correct.

12.3 The Borrower also understands that::

(a) the Credit Information Bureau (India) Limited and any other agency so authorized may use, process the said information and data disclosed by the Lender in the manner as deemed fit by them: and

(b) The Credit Information Bureau (India) Limited and any other agency so authorized may furnish for consideration the processed information and data or products thereof prepared by them, to lenders/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Lender in this behalf.

Additionally, the Borrower hereby also agrees and gives his unequivocal consent for the disclosure by the Lender of all or any information/documents or data as above for protecting its interests to:

I. Income Tax authorities, Credit Rating Agencies (for the purpose of credit reference checks) or any other Government or Regulatory authorities I Bodies I Departments I Authorities as and when so demanded; and
II. To any court or judicial, statutory or regulatory authority /tribunal/arbitrator pursuant to an order/direction to this effect, as and when required. Further, the Lender shall also be entitled to share all or any information/documents or data as above with any of its sister concerns, the Lenders associates, affiliates or group companies. The Lender shall be entitled to exercise the above right of disclosure without being required to issue any further notice in this respect to the Borrower. The Borrower and the Guarantor specifically waives the privilege of privacy, priority and defamation. The Borrower further

acknowledges that no prior approval will be required by Lender in the event the borrower desires to avail or Lender offers any additional financial facility(ies) including new products in future.

13. CROSS LIABILITY:-

The Borrower expressly accepts that if the Borrower fails to pay any money due or which may be declared due prior to the date when the same would have otherwise become due or commits any default under this Agreement or any other agreement with the Lender under which the Borrower is enjoying financial/credit facilities with the Lender, then, in such event, the Lender shall, without prejudice to any of its specific rights under this Agreement or the other agreements, be absolutely entitled to exercise all or any of its rights under this Agreement and the other agreements as if an Event of Default has occurred under this Agreement and the other agreements.

14. CROSS COLLATERAL

14.1 The Borrower acknowledges that in the event of Repayment by the Borrower of the Loan and other amounts due under this Agreement but there being any outstanding by the Borrower under any other financial facility availed of by the Borrower from the Lender or any outstanding dues payable to the Lender by the Borrower, then in such event, the Lender shall not be obliged to release the security created by the Borrower under this Agreement and the Borrower hereby authorises the Lender to extend the security to cover such outstanding financial facility. Likewise, in the event of there being any outstanding by the Borrower under this Agreement, the Lender shall not be obliged to release the security created by the Borrower for any other financial facility availed of by the Borrower from the Lender and the Borrower undertakes to extend such security to cover the outstanding due under this Agreement.

14.2 That if the Borrower fails to pay any money due or which may be declared due prior to the date when the same would have otherwise become due or commits any default under this Agreement or any other agreement with the Lender under which the Borrower is enjoying financial/credit facilities with the Lender, then, in such event, the Lender shall not be obliged to release the security created by the Borrower on Scheduled Property for any other financial facility availed of by the Borrower from the Lender and the Borrower undertakes to extend such security to cover the outstanding due under this Agreement.

14.3 That the Promoter along with Borrower states that they are aware that based on the aforesaid assurance given to SBFC, the SBFC have agreed to grant credit facility to the Borrower. The breach of the aforesaid by Borrower will amount to an event of default and breach of the facility terms and as a consequence, the SBFC may at their own option and sole discretion refuse to disburse any further amounts under the said credit facilities and take all remedial steps as SBFC may be entitled to under any contract or by law or otherwise howsoever as SBFC may deem fit including recalling the entire dues with interest, costs, charges and expenses (including Attorneys cost) and SBFC shall thereupon be entitled to enforce all the rights against the Borrower including enforcement of the securities created by the Borrowers and / or the Guarantors in favour of SBFC.

14.4 Parties agree that any dispute arising out of and related to this Undertaking shall be referred to Sole Arbitrator appointed by SBFC. Decision of said sole arbitrator shall be final, conclusive and binding on all the parties.

[I/We do hereby confirm having read and understood the text contained in Pages No. 1 to 9]

Borrower

Authorized Signatory

For SBFC Finance Limited

Co-borrower (1)

Co-borrower(2)

Co-borrower(3)