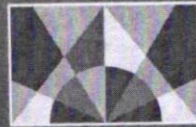


**Aditya Birla
Finance Ltd.**

(A part of Aditya Birla Capital Ltd.)



**ADITYA BIRLA
CAPITAL**

Mortgage Finance

Mortgage Documentation

Name of Applicant_____

Applicant's Address_____

ABFL Branch_____

Relationship Manager_____

MOD 1

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Phone No: 5000
Sold To/Issued To
Ramesh
For Whom/ID Proof:
Modi Properties P L

SRI K. SATISH KUMAR
EXCISE IN-25-05-2012
PLANT INDUSTRIES NORTH GATE
OF CITY CIVIL COURT
WED KARNATAK
SECOND FLOOR-000001
KARNATAK
TELANGANA
भारतीय गैर न्यायिक

भारत INDIA
INDIA NON JUDICIAL



JAN-11-2024 11:14:03

₹ 0000800/-

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Agreement
3816332 1704971643085-00232984
3816332 47/2012

FACILITY AGREEMENT

THIS FACILITY AGREEMENT (hereinafter referred to as "Facility Agreement") under facility IS MADE at the place and date as specified in the Schedule between such Person(s), whose name(s) and address(es) are as specified in the Schedule (hereinafter referred to as the "Borrower(s)" which expression shall, unless it be repugnant to the context or meaning thereof shall mean and include its successors and permitted assigns) of ONE PART

AND

Aditya Birla Finance Limited, a Non-Banking Finance Company (NBFC) incorporated under the Companies Act, 1956, and having its registered office at Indian Rayon Compound, Veraval, Gujarat 362 266 acting through its Branch as specified in the Schedule (hereinafter referred to as "ABFL" which expression shall, unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the SECONDPART.

The Party of the First Part and the Party of the Second Part are hereinafter referred to individually as 'Party' and collectively as 'Parties'.

WHEREAS

The Borrower(s) is/are

Mr./Miss./Mrs. _____ aged _____ years, son of/wife

of/daughter of _____ residing at _____

OR

Mr./Miss./Mrs. _____ aged _____ years, son

of/wife of/ daughter of _____ at present carrying on the business of _____ as sole proprietor under the name and style of _____ at _____

OR

[X]

Name of Partners Son/daughter/wife of Aged

1 _____ years.
2 _____ years.
3 _____ years.
4 _____ years.

at present carrying on the business of _____ in partnership under the name and style of _____ at _____

OR

Shri _____, aged _____ years, son of _____ as the Karta of his joint family carrying on the Hindu Undivided Family business of _____ as joint family business under the style of _____ at _____

For MODI PROPERTIES PVT. LTD.

M P P L

Authorised Signatory

For JMK GEC REALTORS (P) LTD

Authorised Signatory

For SDNMKJ REALTY PVT. LTD.

Authorised Signatory

SDNM

Co-Applicant's Signature

OR

_____ an association/society/trust
 registered under the prevalent Societies Registration Act/prevalent Co-operative Societies Act/Indian Trust Act, 1882 and having the
 registered Office at _____
 and at present carrying on the business of _____

OR

_____, a Company incorporated under the
 Companies Act 1956 and having its Registered Office at _____
 _____ (which expression shall, unless repugnant to the
 context hereof, include, wherever applicable, the partners of the said firm, his/her/their respective heirs, executors, administrators'
 representatives, successors and permitted assigns/its successors and permitted assigns respectively) of the ONE PART;

The Borrower(s) has requested ABFL and ABFL has agreed to provide Facility upto the limit(s) as specified in the Schedule wherein ABFL shall, at its sole discretion and from time to time, as the case maybe, have the authority to renew or reduce or enhance the limit or altogether withdraw the Facility on the terms and conditions appearing herein, and all or any such renewal, reduction, enhancement or withdrawal shall be governed by the provisions of this Agreement, as may be modified from time to time. Now, therefore, in consideration of the representations, warranties, mutual agreements and covenants set forth in this Agreement, and for other good and valuable consideration, sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following meanings are applicable:

"Agreement" means this Facility Agreement and any amendment made thereto from time to time by the parties hereto for grant of Facility read in conjunction with the Sanction Letter.

"Branch" means the branch of ABFL at the place mentioned in the Schedule and shall include any other branch where the Facility account is maintained or transferred at any time at the sole discretion of ABFL.

"Business Day" means a day on which the Branch, or such other office as may be notified by ABFL, is open for normal business transactions.

"Bullet Repayment" shall mean repayment of the entire principal Facility amount of the Facility vide a single payment on or before the end of the Tenor of the Facility and/or respective tranche/drawdown.

"Default Interest Rate/Additional Interest" means the rate at which ABFL shall compute and apply Interest on all amounts not paid by the Borrower(s) when due for payment (or reimbursement) by the Borrower(s) to ABFL, as stated in the Schedule/Sanction Letter or as may be amended from time to time by ABFL in its sole discretion.

"Due Date" means the date(s) on which any EI or any other outstanding amounts in respect of the Facility falls due.

"National Automated Clearing House" hereinafter referred to as "NACH", shall be deemed to include transfer of funds electronically, either through a message for transfer of funds sent electronically or through image of instrument or transfer of funds sent electronically or through an electronic file containing the details of the funds transfer sent by electronic media or payment through an electronic cheque or where funds are transferred through various types of plastic cards or such other debit clearing service notified by Reserve Bank of India, participation in which has been consented to in writing by the Borrower(s) and/or the Lessee for facilitating payment of EI.

"Effective Date" means the date on which the first disbursement is availed by the Borrower(s) out of the Facility.

"EI" or "Equated Instalments" shall mean the amount payable by the Borrower(s) at such period of rests as provided for in the Sanction Letter, to ABFL comprising of Interest, or as the case may be, principal and Interest calculated on the basis of such period of rests at the Interest Rate applicable as stated in the Sanction Letter and is rounded off to the next rupee.

"Escrow Account" shall mean a Current/Savings Account opened by the Borrower(s) with a Bank acceptable to ABFL and escrowed for the benefit of ABFL wherein the Lease Rentals (if applicable) shall be deposited by the Lessee as confirmed by the Letter/Tripartite Agreement.

"Event(s) of Default" means and includes the events as specified in clause 13 hereof.

"Facility" means the facility/ies sanctioned/granted by ABFL in terms of this Agreement for the purpose(s) as provided for in the schedule to this Agreement against the security of Property/ies and shall include the principal amount and all dues outstanding thereunder including but not limited to Interest, Default Interest Rate, Additional Interest and Penal Interest Rate, Charges, Fees and premiums, payable hereunder.

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

MPPPL

Authorised Signatory

For JMK GEC REALTORS (P) LTD

SDNM

"Interest" means the amount payable by the Borrower(s) to ABFL with respect to the Facility being provided by ABFL to the Borrower(s) as provided hereunder.

"Interest Rate" means the rate at which ABFL shall compute and apply Interest on the Facility, as stated in the Schedule.

"Interest Reset Date" means the date as on which the Lender resets the Spread and/or Interest Rate (as applicable).

"Lease Rentals" means the amount (by way of rent, lease rental, lease fee, license fee, compensation, business conducting charges or otherwise) which is payable by the Lessee to the Borrower(s) under the Lease Agreement.

"Lease Agreement" means the Agreement entered into between the Borrower(s) and the Lessee, with respect to the Property/ies.

"Lessee" means a tenant/occupier/lessee/licensee (or addressed/known by any other name) of the Property/ies under the Lease Agreement to use and occupy the same by paying Lease Rentals to the Borrower(s) as agreed to under the Lease Agreement.

"Letter" means the written communication issued by the Lessee in favour of ABFL and/or giving a confirmation on the letter issued by the Borrower(s) to the Lessee, whereby the Lessee inter alia agrees to make payment of the Lease Rentals into an Escrow Account opened for such a purpose and/or directly to ABFL.

"Material Adverse Effect" means the effect or consequence of any event or circumstance which is or is likely to be:

- a) Adverse to the ability of the Borrower(s) or any Person to perform or comply with any of their respective obligations in relation to the Facility, this Agreement and/or Security Documents in accordance with their respective terms; or
- b) Prejudicial to any of the businesses, operations or financial condition of the Borrower(s) or its project(s) or of any Person who is party to any Security Documents.

"Person" means and includes an individual, statutory corporation, body corporate, partnership, joint venture, association of Persons, Hindu Undivided Family (HUF), societies (including co-operative societies), trust, unincorporated organisation, government (central, state or otherwise), sovereign state, or any agency, department, authority or political subdivision thereof, international organisation, agency or authority (in each case, whether or not having separate legal Personality) and shall include their respective successors and assigns and in case of an individual shall include the legal representatives, administrators, executors and heirs of such individual and in case of a trust shall include the trustee or the trustees for the time being.

"Pre-closure" means premature repayment of the entire outstanding Facility, as provided therefor in the Sanction Letter.

"Pre-closure Charges" means additional charges payable along with the entire outstanding Facility in the event of Pre-closure, as provided therefor in the Sanction Letter.

"Prepayment" means premature repayment of part of the Facility as provided therefor in the Sanction Letter.

"Prepayment Charges" means additional charges payable along with the prepayment amount by the Borrower(s) to ABFL in event of Prepayment, as provided with respect thereto in the Sanction Letter.

"Post Dated Cheques" or "PDCs" means the cheques issued by the Borrower(s) including undated cheque(s) towards payment of the EI or for any dues to ABFL.

"Parties" means ABFL and the Borrower(s) referred to collectively.

"Property/ies" means a real estate property/ies (including a plot of land with or without construction thereon or a flat in a building) against the security of which the Facility is granted by ABFL in terms of this Agreement and includes all improvements thereto and also all benefits arising out of the same.

"Reference Rate" means the Interest rate so declared by ABFL, which is subject to change from time to time as deemed fit by ABFL. The Information with respect to Reference Rate is available on ABFL's website www.adityabirlafinance.com. The Reference Rate has two components:

- a) **"Short Term Reference Rate"** means ABFL's Reference Rate as published from time to time by ABFL for Facility/ies, which is equal to or less than 12 months (as provided in the Schedule)
- b) **"Long Term Reference Rate"** means ABFL's Reference Rate as published from time to time by ABFL for Facility/ies, the tenure of which is more than 12 months (as provided in the Schedule)

"Repayment Mechanism" shall have the meaning ascribed to it in the Schedule.

"Sanction Letter" means the letter as of the date specified in the Schedule in connection with sanction of the Facility and shall include all amendments/modifications thereto.

"Schedule" means the schedule(s) appended to the Agreement and the same shall form an integral part of this Agreement.

"Security Documents" shall mean all documents entered into or executed by the Borrower(s) or any third party/ies on behalf of the Borrower(s) for creating and perfecting the Security Interest in favour of ABFL.

"Security Interest" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority or other security agreement of any kind or nature whatsoever executed by the Borrower(s) or by any other third party/ies on behalf of the Borrower(s) with respect to the Property/ies in favour of ABFL including, without limitation any conditional sale or other title retention agreement.

For ADITYA REALTY PVT. LTD.

For JMK GEC REALTORS (P) LTD

For SDNMO REALTY PVT. LTD.

Authorised Signatory

Authorised Signatory

Co-Applicant's Signature

"Spread" means the Interest Rate charged by ABFL to the Borrower(s) over and above the Reference Rate, which is subject to change from time to time at the sole discretion of ABFL.

"Term" or "Tenure" shall be the period for which the Facility is being given hereunder, as provided for in the Sanction Letter/ Schedule.

"Transfer" shall have the same meaning assigned to it under the Transfer of Property Act, 1882 and will in addition also include License as defined under The Easements Act, 1882.

"Tax" or "Taxes" means and includes any and all present or future claims for tax, levy, impost, duty or other charge of a similar nature (including any penalty or Interest payable in connection with any failure to pay or any delay in paying any of the same) including stamp duties, customs and other assessments, or fees, however imposed, withheld, levied, or assessed by any governmental authority, but shall not include tax on the income of any Party.

"Tripartite Agreement" means the Agreement between the Borrower(s), ABFL and the Lessee whereby the Lessee inter alia agrees to make payment of the Lease Rentals into an Escrow Account opened for such a purpose and/or directly to ABFL.

1.2 Interpretations

In the Agreement, unless the contrary intention appears:

a) A reference to:

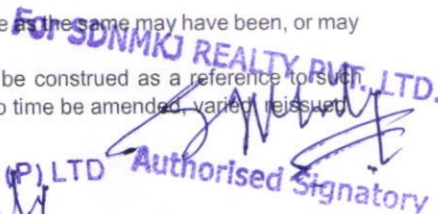
- i) An agreement/document/undertaking/deed/instrument/indenture/writing includes all amendments made thereto from time to time as also all schedules, annexures and appendices thereto;
- ii) An **"Amendment"** includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly;
- iii) **"Assets"** include all property/ies whatsoever, both present and future, (whether tangible, intangible or otherwise), investments, cash-flows, revenues, rights, benefits, interests and title of every description;
- iv) **"Authorisation"** includes an authorisation, consent, clearance, approval, permission, resolution, licence, exemption, filing and registration;
- v) **"Control"** means, as applied to any person, the power or right to, directly or indirectly (i) direct or cause the direction of the management of that person, (ii) direct or cause the direction of the policy decisions exercisable by that person, or (iii) nominate for appointment the majority of the directors on the board of directors of that person, by virtue of ownership of voting securities or management rights or contract or in any other manner.
- vi) **"Law"** includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of the Agreement or thereafter and each as amended from time to time;
- vii) **"Repayment"** includes repaid, repayable, repay;
- viii) The **"Sanction Letter"** shall be read in conjunction with the provisions of this Agreement and shall form an integral part of this Agreement. To the extent of any inconsistency or repugnancy, the contents of the Sanction Letter shall prevail to all intents and purposes.
- b) A reference to a Sub-clause, Section or a Schedule of the Agreement shall denote a reference to such Sub-clause, Section or Schedule as specified, of the Agreement;
- c) The singular shall include plural (and vice versa) and the masculine gender, the feminine or neutral gender.
- d) The index to and the headings in the Agreement are inserted for convenience of reference only and are to be ignored in construing and interpreting the Agreement.
- e) Reference to the words "include" or "including" shall be construed without limitation.
- f) All approvals, permissions, consents or acceptance required from ABFL for any matter shall require the "prior", "written" approval, permission, consent or acceptance of ABFL.
- g) The words 'hereof', 'herein', and 'hereto' and words of similar import when used with reference to a specific Section or Sub-clause in, or Schedule to, the Agreement shall refer to such Section or Sub-clause in, or Schedule to the Agreement, and when used otherwise than in connection with specific Sections, Sub-clauses or Schedules, shall refer to the Agreement as a whole.
- h) A reference to a "month" is a reference to a period starting on one day in a calendar month and ending on the date immediately before the numerically corresponding day in the next calendar month, except that if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last day in that calendar month.
- i) In the event of any disagreement or dispute between ABFL and the Borrower(s) regarding 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, the opinion of ABFL as to the materiality or reasonableness of any of the foregoing shall be final and binding on the Borrower(s).
- j) Insofar as capitalised terms are concerned:
 - i) All capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them under the Schedule;
 - ii) All capitalised terms used but not specifically defined in the Schedule shall have the respective meanings ascribed to them in the Agreement or in the Schedule.
- k) Any reference in this Agreement to a statute shall be construed as a reference to such statute as the same may have been, or may from time to time be, amended or re-enacted.
- l) Any reference in this Agreement to any agreement, document, contract or consent shall be construed as a reference to such agreement, document, contract or consent as the same may have been or may from time to time be amended, varied, reissued, replaced, novated or supplemented subject to and in accordance with the terms hereof.

For MODI PROPERTIES PVT LTD


Authorised Signatory

For JMK GEC REALTORS (P) LTD


Authorised Signatory

For SDNMKJ REALTY PVT. LTD.

Authorised Signatory

- m) Any expression not defined herein shall, if defined under General Clauses Act, 1897 shall carry the same meaning as assigned to it under the said Act.

2 FACILITY

- 2.1 Subject to the terms of this Agreement, ABFL agrees, based on the Borrower(s)'s request and relying on the representations and warranties, covenants, undertakings hereinafter contained and in consideration of the application for Facility and other documents executed or tendered by the Borrower(s) in relation to the Facility, to lend to the Borrower(s) and the Borrower(s) agrees to borrow from ABFL, the Facility on the terms and conditions as contained in this Agreement, the Schedule/Sanction Letter.
- 2.2 The relationship between ABFL and the Borrower(s) as lender and Borrower(s) shall commence from the Effective Date of this Agreement and subsist until all monies due and payable by the Borrower(s) to ABFL under this Agreement and in all other documents pursuant hereto shall have been fully paid to and received by ABFL and all obligations of the Borrower(s) are discharged in full, to the satisfaction of ABFL.
- 2.3 This Agreement shall become binding on the Borrower(s) and ABFL on and from the Effective Date. It shall be in force till all the monies due and payable to ABFL in terms of the Facility are fully paid off by the Borrower(s) to ABFL.
- 2.4 The Borrower(s) unconditionally agrees, undertakes and acknowledges that ABFL has an unconditional right to cancel the undrawn commitments under the Agreement at any time during the currency of the Agreement and that ABFL shall endeavour to provide prior intimation of the same to the Borrower(s).

3 PURPOSE

- 3.1 The Borrower(s) shall apply the proceeds of the Facility solely for the purposes as mentioned in the Sanction Letter.
- 3.2 The Borrower(s) hereby undertakes that, if requested by ABFL, it shall provide ABFL with any information or documents that it may reasonably require in order to verify whether the proceeds of the Facility have been applied in the manner specified hereinabove.

4 FEES, CHARGES, COSTS AND CLAIMS

- 4.1 The Facility shall bear service charges and any other fees, including service tax, if any, as mentioned in the Sanction Letter, which the Borrower(s) agrees to reimburse to ABFL separately.
- 4.2 ABFL shall be entitled to recover from the Borrower(s), Prepayment Charges at the rate mentioned in the Sanction Letter on the principal amount of Facility, repaid by the Borrower(s) ahead of the time as mentioned in the Repayment mechanism as mentioned in the Sanction Letter.
- 4.3 The Borrower(s) undertakes to pay/reimburse all legal charges, taxes, other imposts, levies costs, charges, fees and duties including stamp duty and relevant registration and filing charges in connection with the Facility and the Security Documents as may be levied from time to time by the Government or by any local authority, state government and the central government in addition to the valuation charges, expenses for inspection and all other singular expenditure incurred by ABFL directly or indirectly in connection with the Facility or any matter relating thereto.
- 4.4 The Borrower(s) shall reimburse all sums paid and/or expenses incurred by ABFL (including by or on behalf of their representatives / consultants/appraiser) with Interest at the rate applicable to the Facility from the date of payment till such reimbursement. The ABFL shall be entitled to call upon the Borrower(s) to make payment of the same within such period as may be specified by ABFL.
- 4.5 The Borrower(s) agrees, declares and confirms that, ABFL may, at its absolute discretion, appropriate any payments made by the Borrower(s) and/or the Lessee under the Agreement/any amounts realised by ABFL by enforcement of security or otherwise, towards the dues payable by the Borrower(s) to ABFL under the Agreement and/or other agreements entered into between the Borrower(s) and ABFL and in any manner whatsoever.
- 4.6 The Borrower(s) agrees, declares and confirms that, ABFL may, at its absolute discretion, appropriate any payment made to any third party on Borrower's behalf, ABFL shall deduct such fees from the Facility being disbursed to the Borrower(s) and the Borrower(s) shall be liable for the entire amount without the aforesaid deduction.

5 CONDITIONS PRECEDENT

Save as ABFL may otherwise agree in writing, ABFL shall not honour disbursement request unless the Borrower(s) has/have confirmed to ABFL that the Borrower(s) has satisfied the following Conditions Precedent:

- 5.1 The following certificate shall be delivered by the Borrower to ABFL:

- a) In case if the Borrower is a Company, a certificate issued by a director on the board of directors of the Borrower(s), attaching a copy of (i) the Memorandum and Articles of Association of the Borrower(s); (ii) an extract of a resolution of the Board of Directors of the Borrower(s), authorizing the Borrower(s)'s entry into and performance of the Facility document to which it is a party, (iii) the resolution passed by the Board of Directors of the Borrower(s) authorizing particular persons to deal with ABFL in connection with the Facility and to execute the required Facility documents as per the Memorandum and Articles of the Borrower(s) and (iv) certifying the incumbency and specimen signatures of each officer of the Borrower(s) who will sign the Facility document and any other documents required to be executed on behalf of the Borrower(s) in connection with the Facility or attaching a copy of, and certifying the authenticity and validity of, a power of attorney of the company authorizing a non-officer to execute on behalf of the Borrower(s) the Facility document and any other documents required in connection with the transactions contemplated by the Facility document to which it is a party, and (v) certifying each of such attached documents to be complete, correct and in full force and effect as at the date of the Agreement.

- b) A certified true copy of the resolution passed by the Borrower(s)'s shareholders in accordance with Section 293(1) (d) of the Companies Act, 1956, setting out the borrowing limits of the Borrower(s).
 - c) A certified true copy of the latest audited financial statements of the Borrower(s).
 - d) Certificate from the Company Secretary / Statutory Auditor of the Borrower(s) stating that the borrowing under the Agreement is in accordance with Section 293 (1) (d) of the Companies Act, 1956 and applicable laws.
- 5.2 The Agreement being duly executed and delivered to ABFL by the Borrower(s).
- 5.3 The Borrower(s) satisfies ABFL of its clear and marketable title to the Property/ies.
- 5.4 There is no Security Interest on the Property/ies other than the Security Interest created in favour of ABFL.
- 5.5 In the event of there being co-borrower(s) who is an individual, the Co-Borrower(s)'s submission to the satisfaction of ABFL his/her/its financial statements, proving his/her/its income and its source thereof.
- 5.6 Submission of all the necessary approvals and permission from the appropriate authorities.
- 5.7 Subsistence and validity of necessary insurance policy for the Property/ies insuring the same comprehensively for an amount larger than the amount of Facility made available.
- 5.8 Execution of Security Documents, creation and perfection of Security Interest agreed to be created by the Borrower(s) in favour of to ABFL except in those cases where the Borrower would be purchasing the Property/ies after disbursement of the Facility and ABFL will be making payment to the seller thereof directly. In such cases, Security Documents shall be executed as per the terms of the Sanction Letter.
- 5.9 Letter/Tripartite Agreement being obtained from Lessee (in case repayment is to be made from Lease Rentals to be paid by the Lessee).
- 5.10 The Borrower(s)'s submission to ABFL of PDCs towards EMIs/NACH Mandate Form (In case repayment is not to be repaid from the Lease Rentals to be paid by the Lessee).
- 5.11 Any other document or writing as ABFL may require at its sole discretion.

6 DISBURSEMENT:

- 6.1 ABFL shall, unless otherwise agreed between the Borrower(s) and ABFL, disburse the Facility in lump sum or in suitable instalments to be decided by ABFL at its discretion by issuing a Demand Draft crossed as "A/c Payee only" or Account Payee crossed cheque(s)/pay order(s) or by National Electronic Fund Transfer (NEFT) or Real Time Gross Settlement (RTGS) in the name of the Borrower(s)/Bank Account of the Borrower(s) or in the name of the previous financier/Bank Account of the previous Financier towards the repayment of the previous Facility to be taken over by utilising this Facility or in the name of the seller of the Property/ies to the Borrower(s) or in any combination thereof.
- 6.2 It is understood that the charges in relation to the disbursement shall be borne by the Borrower(s).
- 6.3 Disbursement shall be deemed to have been made to the Borrower(s) on the date appearing on the cheque(s)/pay order(s)/Demand Draft/date of NEFT or RTGS, as the case may be, irrespective of the date of receipt of the cheque(s)/pay order(s)/Demand Draft/NEFT or RTGS by the Borrower(s). ABFL shall not be liable for delayed receipt of cheques/pay order/Demand Draft/NEFT or RTGS by the Borrower(s).
- 6.4 ABFL may not, in case it has disbursed any amount, disburse any further amount under the Facility unless the following conditions are complied with to the sole satisfaction of ABFL before such further disbursement:
- a) No Event(s) of Default shall have occurred and/or shall be subsisting;
 - b) The Borrower(s) shall have produced evidence of the use of prior disbursements;
 - c) The Borrower(s) shall have assigned in favour of ABFL, the insurance policy (ies) as required by ABFL;
 - d) The Borrower(s) shall have produced periodic financial statements (if asked for by ABFL); and
 - e) The Borrower(s) shall have produced all or any other documents or writings as required by ABFL in its sole discretion, which shall be binding on the Borrower(s).

7 CANCELLATION

- 7.1 The Borrower(s) may cancel the Facility within such number of days from the date of sanction or initial disbursement as consented to by ABFL in writing. Upon cancellation of the Facility by the Borrower(s), the Borrower(s) shall be liable to pay the Pre-closure charges as mentioned in the Sanction Letter along with the entire Facility disbursed in one lump sum by demand draft or otherwise as acceptable to ABFL not later than seven days from the date of such cancellation.
- 7.2 In the event the entire Facility is not disbursed due to any reason whatsoever, within the period as mentioned in the Sanction Letter, ABFL may at its sole discretion suspend or cancel the further disbursement of the Facility, any time thereafter.
- 7.3 No refund will be made of any amounts paid by the Borrower(s) or any part thereof to ABFL vide any charges, fees, premiums as provided therefor in the Sanction Letter, Interest and any other amount whatsoever.
- 7.4 If, at any time, it is or will become unlawful for ABFL to perform any of its obligations as contemplated by this Agreement or to fund the Facility or any un-disbursed portion thereof then the Facility will be immediately cancelled and the part of the Facility disbursed shall be

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repaid by the Borrower(s) on or prior to the date specified by ABFL in the notice delivered by ABFL to the Borrower(s) in this regard. Further there shall be no refund of the amounts paid, as mentioned in clause 7.3 above.

8 INTEREST & FACILITY ACCOUNT

- 8.1 Interest shall accrue on the Facility/ies at the rate prescribed in the Schedule/Sanction Letter and shall be payable as provided for in the Schedule/Sanction Letter.
- 8.2 Without prejudice to the rights of ABFL to demand immediate repayment of the entire Facility, if any Interest remains unpaid on the date it is due and payable as mentioned above, **then the unpaid Interest will be compounded as per the time period prescribed in the Schedule.**
- 8.3 **If the Borrower(s) fails to pay any amount payable by them under the Facility on the Due Date, Interest shall accrue at the Default Interest Rate/Additional Interest on the overdue amount from the due date up to the date of actual payment, compounded as per the time period prescribed in the Schedule, during the period of delay/default. Any Interest accruing under this clause shall be immediately payable by the Borrower(s) forthwith on demand by ABFL.**
- 8.4 The Borrower(s) agrees to pay Interest on the Facility as per the Schedule/Sanction Letter and which shall be fixed or as decided by the Lender and linked to the Reference Rate calculated on the daily balance of the outstanding Facility. The Borrower(s) is aware that the Reference Rate may be changed by ABFL from time to time, at its sole discretion as to the frequency thereof.
- 8.5 ABFL would be entitled to alter the number of EIs (if applicable) consequent upon the revision/s of the Interest Rate or if any top up Facility provided or additional /penal Interest, charges, fees of whatever nature are levied from time to time by ABFL.
- 8.6 The Borrower(s) hereby undertakes that the changes effected by ABFL from time to time either in the quantum of the EIs or increase in the number of EIs or extending the tenure of repayment of the Facility, together with such changes in the EIs, will be binding on the Borrower(s) without the execution of any additional documents, and only by a communication originating from ABFL to this effect shall suffice. The Borrower(s) shall not raise any dispute with regard to the above. Wherever it is agreed between the parties that the repayment of the Facility shall be by way of Lease Rentals, the Borrower(s) agrees and acknowledges, that any increase in the EIs will be met by the Borrower(s) by himself/itself in addition to the Lease Rentals being paid to ABFL in case the Lease Rentals are not enough to meet the EI in terms of value.
- 8.7 The Borrower(s) shall pay Interest from time to time as described in the Sanction Letter, in addition to payment of processing fees, other charges and all types of taxes relating thereto and other duties, penal Interest, penal charges and every other fees charges, expenses, levies imposed by ABFL connected with the Facility including charges for late payment of EIs.
- 8.8 The Interest payable by the Borrower(s) shall be subject to the changes based on guidelines / directive issued by RBI to banks from time to time and also as per the changes made by ABFL.
- 8.9 The Borrower(s) is aware and confirms that ABFL shall at any time and from time to time be entitled to change the Interest Rate depending on the changes in the Reference Rate and/or Spread, and such revised Interest Rate shall always be construed as agreed to be paid by the Borrower(s) and hereby secured. **Borrower(s) shall be deemed to have notice of change in the Interest Rate whenever there is a change in the Reference Rate as notified by ABFL on its website www.adityabirlafinance.com and/or by communicating the same to the Borrower(s) respectively. Such revised Interest Rate shall be applicable on the Borrower prospectively.**
- 8.10 Interest on the Facility shall begin to accrue from the date of debit to the Facility account simultaneously with ABFL's disbursement of the Facility by issuing disbursement by Demand Draft/Account Payee Cheques/pay orders/NEFT or RTGS or otherwise without ABFL concerning itself with the receipt of such disbursement by the beneficiary/recipient and also without ABFL concerning itself with the realization of such Demand Draft/Account Payee Cheques/Pay orders or the time taken in such realization.
- 8.11 Interest on the Facility shall be computed and debited to the Facility account:
- At the intervals as stated in the Schedule/Sanction Letter.
 - Taking the basis of 365 days a year/366 days in case of a Leap Year.
 - At the Interest Rate more particularly described in the Schedule/Sanction Letter herein or as may be prescribed by ABFL from time to time and
 - On the actual amount outstanding on the last day of the preceding period of the interval as stated in the Schedule/Sanction Letter
- 8.12 Interest Tax and other taxes/levies as may be applicable from time to time on the Facility shall be borne solely by the Borrower(s).
- 8.13 ABFL shall be entitled to debit all other amounts due and payable by the Borrower(s) under this Agreement (including but not limited to interest tax, fees, stamp duty, processing fee, login fees, costs, service/Prepayment and other charges, claims and expenses including expenses which may be incurred by the Borrower(s) in the enforcement or attempted enforcement of security created in favour of ABFL) to the Borrower(s)'s Facility account, unless separately reimbursed to ABFL by the Borrower(s). Such amounts shall form part of the Facility.
- 8.14 All amounts in default for payment (i.e. not paid by the Borrower(s) when due to ABFL) including arrears of EIs, interest before the commencement of EIs, costs, charges and expenses debited to the Facility account shall attract penal Interest / charges without there being any need to assign a reason for such revision and Interest and penal charges/Interest shall thereafter accrue at such revised rate(s) as provided for in the Schedule/Sanction Letter.
- 8.15 The Borrower(s) acknowledges and agrees that the Default Interest Rate/Additional Interest is reasonable and that they represent genuine pre-estimates of the loss expected to be incurred by ABFL in the event of non-payment of any amounts by the Borrower(s).

9. REPAYMENT

- 9.1 The Borrower(s) shall make the repayment of the EI/Facility amount to ABFL directly or through the Lessee who is obliged to make payment of the Lease Rentals to the Borrower(s) in accordance with the Letter/Tripartite Agreement, to ABFL.
- 9.2 If the Due Date in respect of any amount payable under the Facility falls on a day which is not a Business Day at the place where the payment is to be made, the immediately preceding Business Day shall be the Due Date for such payment.
- 9.3 The repayment to be made by the Borrower(s) of the Facility (including the principal, Interest thereon and any other charges, premium, fees, taxes levies or other dues payable by the Borrower(s) to ABFL in terms of this Agreement) shall be repayable by the Borrower(s) to ABFL, at the Branch (or at any other branch of ABFL or at any other place as may be notified by ABFL) and/or by cash/ NACH/ cheque / bank draft/NEFT or RTGS drawn in favour of ABFL on a scheduled bank or in any other manner as may be specified by ABFL from time to time either by way of EI as more specifically mentioned in the Sanction Letter towards repayment of principal and Interest or by separate repayments in cases where
- The Facility is proposed to be paid before the commencement of EI; or
 - Towards repayment of interest before the commencement of the EI; or
 - Towards repayment of Default Interest/Additional Interest, fees, charges, taxes, claims, costs and expenses charged to the Facility account

AND/OR

- 9.4 If repayment is to be made by the Lessee on behalf of the Borrower(s) through Lease Rental as per the Sanction Letter, the Facility (including the principal, Interest thereon and any other charges, premium, fees, taxes levies or other dues payable by the Borrower(s) to ABFL in terms of this Agreement) are intended to be satisfied from Lease Rentals credited to the Escrow Account or by way of payment of the Lease Rentals directly by the Lessee to ABFL in accordance with the Letter/Tripartite Agreement on behalf of the Borrower(s) by way of EI as more specifically mentioned in the Sanction Letter towards repayment of principal and Interest.
- 9.5 Credit for all payments by cheque / bank draft/ NEFT or RTGS will be given only on realisation or on the relative Due Date, whichever is later.
- 9.6 The Borrower(s) shall not, without the approval of ABFL (which approval may be given subject to such terms and conditions as may be stipulated by ABFL including payment of prepayment charges and / or any other charges, plus applicable Interest tax or other statutory levy) or unless otherwise permitted under the Sanction Letter, prepay the outstanding principal amounts of the Facility in full or in part before the Due Dates.
- 9.7 The EI amount shall be arrived so as to comprise repayment of principal and/or 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 tenure and the Borrower(s) agrees to continue paying EIs directly or through the Lessee as mentioned hereinabove until all amounts due to ABFL have been repaid in full to ABFL. In the event that the repayment of the Principal Facility amount is to be by way of Bullet Repayment, then the Borrower(s) shall repay the same at the end of the Term. The Borrower(s) shall in case of Bullet Repayment, pay the Interest as provided for in this regard in the Sanction Letter.
- 9.8 In the event, repayment has to be made directly by the Borrower(s) and not through the Lessee:
- The Borrower(s) undertakes to provide Post Dated Cheques(PDCs) as demanded by ABFL as a condition for granting the Facility. The standing instructions and the amount of PDCs and/or the instructions for NACH payment will stand modified on account of revision in the Interest Rates, as the EIs shall be revised and the Borrower(s) hereby undertakes to provide appropriate cheques/ pay orders, NACH's / standing instructions in line with the changes effected by ABFL.
 - The Borrower(s) hereby acknowledges that he shall be liable for any action arising out of dishonour of PDCs and non- maintenance of balance in the concerned Bank account to honour the PDCs / NACH's instructions, in addition to being liable for charges by way of penalty and other additional charges as provided for in the Sanction Letter.
 - The Borrower(s) will not change any NACH mandate without the prior written approval of ABFL and after giving a prior notice of at least 1 month to ABFL.
 - The Borrower(s) is aware and agrees that ABFL at its sole discretion is entitled to cancel the NACH facility and ask the Borrower(s) for any other mode of repayment, which the Borrower(s) will not refuse.
 - Any charges in respect of the NACH/Standing instructions imposed by Banks shall be borne by the Borrower(s) and in case ABFL pays the same (at its sole discretion), the Borrower(s) shall reimburse the same to the Borrower(s) on demand, failing which it shall be added to the Facility.
 - The Borrower(s) agrees to make payment to ABFL hereunder from the Borrower(s)'s own legal sources.
- 9.9 If the Facility is repaid together with all the Interest, Prepayment Charges, Pre-closure Charges, Default Interest Rate/Additional Interest, other charges and levies calculated till date of the said repayment to the complete satisfaction of ABFL, the Borrower(s) will be entitled for the return of all the unutilized PDC's (if any) and/or release of all the Security Interest created in favour of ABFL within a period of three months from the date of such repayment.

- 9.10 The Borrower(s) will be entitled prepay/pre-close the outstanding Facility either partially or completely together with all the Interest, Prepayment Charges, Pre-closure Charges, Default Interest Rate/Additional Interest, other charges and levies calculated upto the date of Prepayment/Pre- closure provided for in the Sanction Letter in this regard. It is agreed and understood that on the said Prepayment/Pre-closure, the

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Borrower(s) will not be entitled to claim refund of processing fees, and such other levies not even proportionally on account of such Prepayment/Pre-closure. The Borrower(s) is liable to give atleast a period of one month's written notice of his intention of Prepayment subsequent to which the process for initiation of Prepayment/ Pre-closure of the Facility will be undertaken by ABFL.

- 9.11 If the Borrower(s) commits default in payment of Interest accrued in the case of part disbursement, ABFL will be free to adjust such Interest remaining unpaid together with all charges from the subsequent disbursement or may recall the Facility at its sole discretion.
- 9.12 No notice, reminder or intimation will be given to the Borrower(s) regarding his obligation to pay the EI/payment or repayment of any amount hereunder regularly on each due date. It shall entirely be the Borrower(s)'s responsibility to ensure prompt and timely payment to ABFL. Any delay or default in payment of any EI shall make the Borrower(s) liable to pay to ABFL, Default Interest Rate/Additional Interest (for the period of such default), besides constituting a default thereby making all sums under this Agreement due and payable to ABFL forthwith.
- 9.13 All repayments of principal and payment of Interest and all other amounts by way of EI or otherwise shall be given effect to in the Facility account in accordance with the method of effecting payment as adopted by ABFL at its discretion from time to time.
- 9.14 Provided further that any payments made by the Borrower(s) and/or the Lessee under the Facility shall be first adjusted towards the incidental charges and/or expenses, if any, then towards arrears of Interest and thereafter towards the arrears of principal Facility amount, in respect of the Facility, or in such manner as ABFL may in its sole discretion consider necessary or expedient.
- 9.15 The Borrower(s) acknowledges that each Security Interest secures all amounts the Borrower(s) owes to ABFL at any time on any account (including in connection with the Facility). Even if the Borrower(s) repays the Facility, Interest, fees, costs, charges and expenses and all other amounts payable under this Agreement, ABFL need not release any Security Interest until ABFL is satisfied that no other amount is due or may become due for payment to ABFL/group companies of ABFL by the Borrower(s).

10. SECURITY

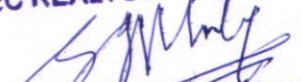
- 10.1 The repayment of the Facility, Interest, fees, costs, charges and expenses and all other amounts payable under this Agreement to ABFL shall be secured in such manner including by way of mortgage in favour of ABFL over the Property/ies as described in the Schedule.
- 10.2 Guarantee from the Guarantor(s) as specified in the Schedule (if any).
- 10.3 Any other document as specified in the Sanction Letter.
- 10.4 The Borrower(s) shall also furnish and issue such Power(s) of Attorney in the manner as prescribed by ABFL from time to time to ensure the creation of a valid mortgage in favour of ABFL and for such other purposes to further secure the Facility.
- 10.5 ABFL shall be entitled to call upon the Borrower(s) and the Borrower(s) shall be liable to furnish to ABFL additional and / or alternate security as decided by ABFL in the event of any substantial deterioration in the value of the security and the Borrower(s) shall be bound to provide additional security or execute any further mortgage of any other property/ies acceptable to ABFL within 30 days from the receipt of the intimation from ABFL.
- 10.6 ABFL shall have the right to decide, in its sole discretion, the mode of mortgage or creation of any other security/additional security to be created by the Borrower(s) for securing the Facility and all other amounts as aforesaid and the Borrower(s) shall be bound to create such security evidencing the same as may be required by ABFL.
- 10.7 The Borrower(s) shall execute any bonds, promissory notes for the Facility and all such documents, power of attorney(s)/ undertakings and agreements as may be required by ABFL at any time during the pendency of this Facility.
- 10.8 The Borrower(s) agrees that this Agreement, and any security hereby created or created subsequently, for and on account of the Facility, shall operate as a continuing security for all the obligations of the Borrower(s) in respect of the Facility, notwithstanding any partial payments or fluctuation of the Facility account.
- 10.9 The Borrower(s) agrees that the security shall not be discharged /released by intermediate payment by the Borrower(s) or any settlement of accounts by the Borrower(s) till such time all the dues in respect of the Facility are fully paid to the satisfaction of ABFL.
- 10.10 The security shall be in addition to and not in derogation of any other security, which ABFL may at any time hold in respect of the Borrower(s)'s dues and shall be available to ABFL until all accounts between ABFL and the Borrower(s) in respect of the Facility are ultimately settled.
- 10.11 The Borrower(s) agrees with, and undertakes that ABFL, shall have exclusive charge over the security created and that the Borrower(s) shall not create any other encumbrance, charge or security interest in the security so created or any of them in favour of any other person or body, except with the prior written consent of ABFL.
- 10.12 The charge/security created by the Borrower(s) under this Agreement shall continue and remain in force till such time all other dues under this Agreement and in respect of all other Facility/facility obtained/to be obtained by the Borrower(s) from ABFL, and group companies are fully discharged and ABFL/group companies issue a certificate of discharge to that effect.
- 10.13 The security created under this Agreement and the liability of the Borrower(s) shall not be affected, impaired or discharged by winding up (voluntary or otherwise) or by any merger or amalgamation, reconstruction, takeover of the management, dissolution or nationalization

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(as the case may be) of the Borrower(s).

11. ABFL RIGHTS

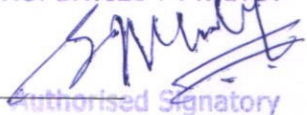
ABFL shall, in relation to the Facility:

- 11.1 Have the sole right at any time during the tenure of this Agreement to revise/reschedule the Repayment Mechanism/amount of EI or of any other amounts outstanding there under and the Borrower(s) shall make all future repayments to ABFL according to such revised schedule on being notified by ABFL of such revision or re-schedulement.
- 11.2 Have the sole right to amend any of the terms and conditions of this Agreement including but not limited to revision of Interest Rate (including the Default Interest Rate/Additional Interest), periodicity of compounding Interest, method of effecting credit of the repayments without assigning any reason or without having to notify the Borrower(s) and the Borrower(s) agrees that such revision shall become applicable from date of such revision in the records of ABFL and the Borrower shall be bound by the same.
- 11.3 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/ies and on the life of the Borrower(s) towards amounts due and/or payable by the Borrower(s) under this Agreement.
- 11.4 Have the right to enter the Property/ies, inspect books of accounts and other records maintained by the Borrower(s), after giving a prior written notice of 3 days.
- 11.5 Have a right (though not bound), at Borrower(s)'s cost, to insure the Property/ies or take any measure for the up-keepment and preservation of the Property/ies, in case the Borrower(s) fails to do so.
- 11.6 Have the right to create a charge or mortgage over the Property/ies as security in its own favour (if not created).
- 11.7 Have the right to obtain refinance against the Facility as it may consider appropriate.
- 11.8 Be entitled to disclose any information about the Borrower(s), his account relationship with ABFL and/or any default committed by him (whether such information is provided by the Borrower(s) or obtained by ABFL itself and whether in form of repayment conduct, rating or defaults) to its head office, other branch offices, affiliated entities, group companies, Reserve Bank of India, any refinancing agency and such third parties as ABFL may in its sole and exclusive discretion, deem fit and proper and the Borrower(s) hereby consents thereto.
- 11.9 Shall also be entitled to seek and receive any information as it deems fit in connection with the Facility and/or the Borrower(s) from any third party; and
- 11.10 Be entitled to require the co-Borrower(s) (in case the co-Borrower(s) is an individual), in the event of the co-Borrower(s) 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 co-Borrower(s) from his/her employer on account of his such cessation of employment and to receive and appropriate the same towards the co-Borrower(s)'s liability under the Facility.

12. BORROWER'S REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS

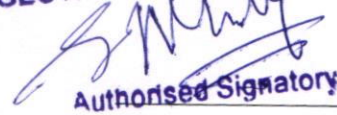
- 12.1 With a view to induce ABFL to grant the Facility to the Borrower(s), the Borrower(s) makes the following representations, declarations, warranties, covenants, agreements and confirms that these are and will continue to remain true, correct, valid and subsisting in every respect as of the date of the Agreement, the date of utilising the Facility, the date(s) of execution of each amendment to the Agreement:
 - a) The Borrower(s) is an entity [in case it is a non-individual] duly incorporated under the laws of India with power to enter into this Agreement and any ancillary agreements to which it is party and to exercise its rights and perform its obligations hereunder and/or thereunder and all corporate/other action required to authorize its execution of this Agreement and each of the ancillary agreements to which it is party and its performance of its obligations hereunder and/or thereunder have been duly taken.
 - b) All acts, conditions and things required to be done, fulfilled and performed in order (a) to enable the Borrower(s) to lawfully enter into, exercise its rights under and perform and comply with the obligations expressed to be assumed by it in the Facility document to which it is party; (b) to ensure that the obligations expressed to be assumed by it in the Facility document to which it is party are legal, valid and binding; and (c) to make each of the documents admissible in evidence in India have been done, fulfilled and performed.
 - c) Ensure that the entire amount of the Facility will be utilized for the purpose for which it is granted.
 - d) The purpose for which Facility is taken is not illegal, speculative or nefarious.
 - e) Each Security Document creates (or, once entered into, will create), in favour, of ABFL the Security Interest which it is expressed to create with the ranking and priority it is expressed to have.
 - f) Its payment obligations under the Facility rank above and in priority to the claims of all other creditors, except for obligations mandatorily preferred by applicable law.
 - g) The obligations expressed to be assumed by the Borrower(s) in the Facility document to which it is a Party to are legal, enforceable and valid obligations binding on it in accordance with the provisions of law, including all applicable provisions of Indian Law. The Borrower(s) further represents and warrants that it is in compliance in all material respects with all authorizations applicable to Borrower(s).
 - h) The Borrower(s) has the competence and authority (corporate or otherwise) to enter into this Agreement, and to execute the Security Documents and to carry on its business and operations as it is being or is proposed to be conducted.
 - i) All the licenses, permits and authorizations required for carrying on its business or industry have been obtained and are in full force and effect.
 - j) The Borrower(s) is in compliance in all respects with all applicable laws, including environmental laws, and regulations affecting its

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- assets, its business and operations and has good title to or valid leases or licenses of, or is otherwise entitled to use its assets.
- k) The Borrower(s) has the power to avail of the Facility from ABFL and the total borrowings including the Facility are within the prescribed limits, if any.
- l) The entry into, delivery and performance by the Borrower(s) of, and the transactions contemplated herein do not and will not conflict:
- ii) With any law;
- iii) With the constitutional documents, if any, of the Borrower(s); or
- iv) With any document which is binding upon the Borrower(s) or on any of its assets.

12.2 No default is subsisting or might result from the execution of, or the availing of the Facility by the Borrower(s).

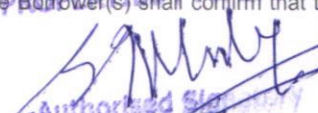
- a) The Borrower(s) has complied in all material respects with all taxation laws and has filed all tax returns and paid all taxes and statutory dues due and payable by it and, to the extent any taxes are not due, has established reserves that are adequate for the payment of those taxes and statutory dues.
- b) Where the accounts are required to be audited under applicable law, the most recent audited accounts of the Borrower(s), have been duly audited and prepared in accordance with applicable accounting principles and practices and represent a true and fair view of its financial condition AND there has been no Material Adverse Effect since the date on which those accounts were drawn up.
- c) Except to the extent disclosed to ABFL, no litigation, arbitration, administrative or other proceedings by government, governmental authority, official or entity are pending or threatened against the Borrower(s) or its assets, which, if adversely determined, might have a Material Adverse Effect. Further, the Borrower(s) shall promptly upon becoming aware thereof, notify ABFL in writing of detail of any litigation, arbitration or administrative proceedings which are current, threatened or pending against it and which are likely to cause a Material Adverse Effect or have a Material Adverse Effect on its ability to perform its material obligations under any of the Facility documents.
- d) Borrower(s) has not taken any action nor have any other steps been taken or legal proceedings started by or against it or threatened against it in any court of law/other authorities for its insolvency, bankruptcy, winding up, dissolution, administration or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer with respect to the Borrower(s) or of any or all of its assets or revenues.
- e) Except to the extent disclosed to ABFL:
- f) All the Borrower(s)'s contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arms' length basis.
- g) There are no encumbrances subsisting or in existence on any of the Borrower(s)'s assets.
- h) Neither the Borrower(s) nor any director, promoter, partner, member or trustee of the Borrower(s) has been declared to be a defaulter. The Borrower(s) shall not induct a person in the capacity of director/promoter/partner / member / trustee if the Borrower(s) is/are a company/firm/Association of persons / trust as the case may be, who has been identified as wilful defaulter. In the event if such a person is found to be a director / partner /member / trustee of a company / firm/Association of persons / trust as the case may be, identified as wilful defaulter, the Borrower(s) shall take expeditious and effective steps for removal of such person.
- i) The Borrower(s) shall not do anything that will be detrimental to the Interest of ABFL in any way.
- j) The Borrower(s) shall not allow any of its assets including but not limited to the Property/ies to be depreciated, encroached upon or do anything which will diminish the value of the Property/ies secured in favour of ABFL.
- k) The Borrower(s) has furnished complete and accurate information and details to ABFL about himself/itself and the Property/ies and no vital information has been omitted to be stated. All the information provided by the Borrower(s) to ABFL are true and accurate in all material respects and are not misleading and does not omit any material fact, the omission of which would make any fact or statement therein misleading and the other representations and warranties wherever provided by the Borrower(s) to ABFL shall be deemed to form part of the representations and warranties herein made.
- l) The Borrower(s) (in case Borrower(s) is a non-individual) has been duly formed and has the power to carry on its business as it is now being carried on and to own its Property/ies and assets and has the power to borrow moneys.
- m) The Borrower(s) is absolutely seized and possessed with and sufficiently entitled to the Property/ies and shall not sell, mortgage, lease, surrender or howsoever alienate the Property/ies or part thereof.

12.3 The Borrower(s) shall promptly:

- a) Notify ABFL of the occurrence of any event or the existence of any circumstances which constitutes or results in any declaration, representation, warranty, covenant or condition under this Agreement or any of the Security Documents being or becoming untrue or incorrect in any respect.
- b) Notify ABFL of any circumstances and conditions which are prejudicial to or affects or is likely to affect any of the businesses, operations or financial condition of the Borrower(s) which is likely to have a Material Adverse Effect.

12.4 The Borrower(s) hereby further covenants and agrees that:

- a) The Borrower(s) shall maintain its existence, corporate or otherwise, and right to carry on its business and operations;
- b) The Borrower(s) shall comply with such other conditions as may be stipulated by ABFL from time to time on account of requirement of any applicable law;
- c) The Borrower(s) shall carry out such modifications to its constitutional documents /other relevant agreements as may be deemed necessary in the opinion of ABFL to safeguard the Interests of ABFL;
- d) In the event that the existing auditors cease to act as the auditors of the Borrower(s) for any reason, the Borrower(s) shall promptly inform ABFL of the reasons for such cessation and shall appoint another firm of independent chartered accountants, acceptable to ABFL, in accordance with applicable laws;
- e) The Borrower(s) shall allow any person authorized by ABFL to have free access to the Property/ies for the purpose of inspection.

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genuine. ABFL may at any time, call for or require verification of originals of any/all such copies. Any such copy in possession of ABFL shall be deemed to have been given only by the Borrower(s).

- g) If the Borrower(s) is a Company it will register the charge created in favour of ABFL in proper form with the Registrar of Companies within a period of 30 days from the date of creation of charge.
- h) The Borrower(s) shall promptly inform ABFL of change in location of his/her/their office, name and main business activity.
- i) The Borrower(s) shall bear all costs of making good any deficit in stamp duty on the documents executed by the Borrower(s) in relation to the Facility and /or security created by the Borrower(s) in favour of ABFL.

12.5 The Borrower(s) hereby further covenants and agrees that without the prior written approval of ABFL, the Borrower(s) shall not:

- a) Undertake or permit any merger, de-merger, consolidation, reorganisation, scheme of arrangement or compromise with its creditors or shareholders/INR.
- b) Declare or pay any dividend or make any distribution to its shareholders/members/partners or permit withdrawal of amounts brought in:
 - i) Unless it has paid all the dues in respect of the Facility upto the date on which the dividend is proposed to be declared or paid / such distribution is to be made, or has made provisions therefor satisfactory to ABFL, or
 - ii) If an Event of Default has occurred and is subsisting or would occur as a result of such declaration or payment of dividend or authorisation or making of distribution.
- c) Pay any commission to its promoters, directors, managers or other persons for furnishing guarantees, counter guarantees or indemnities or for undertaking any other liability in connection with any Indebtedness incurred by the Borrower(s) or in connection with any other obligation undertaken for or by the Borrower(s).
- d) Make any investments whether by way of deposits, Facility/ies, or investments in share capital or otherwise, in any concern or provide any credit or give any guarantee, indemnity or similar assurance except as otherwise permitted under the Agreement.
- e) Amalgamate or merge the Property/ies or any of his other property/ies with any other adjacent property/ies nor shall the Borrower(s) create any right of way or any other easement on the Property/ies.
- f) Stand surety for anybody or guarantee the repayment of any Facility or the purchase price of any asset.
- g) Execute any document, such as Power of Attorney, or any other similar or other deed, in favour of any person to deal with the Property/ies in any manner.
- h) Make and/or allow to be made any material alterations and /or additions in the Property/ies.
- i) Borrow from any source or charge any property/ies until the Borrower(s)'s dues are paid in full by the Borrower(s) to ABFL.
- j) Leave India for employment or business or for long term stay abroad without fully repaying the Facility amount together with Interest and other dues and charges as provided in the Sanction Letter. If the Borrower(s) becomes a Non Resident Indian, the Borrower(s) agrees to repay the Facility in accordance with the rules, regulations, guidelines and norms of the Foreign Exchange Management Act and the Reserve Bank of India.
- k) In the event the Borrower(s) is a body corporate (excluding co-operative society), without the prior written approval of ABFL, the Borrower(s) shall not:
 - i) Buy back, cancel, retire, reduce, redeem, re-purchase, purchase or otherwise acquire any of its share capital now or hereafter outstanding, or set aside any funds for the foregoing purposes, or
 - ii) Issue any further share capital which is likely to affect ABFL prejudicially.
 - iii) Change the accounting method or policies currently followed by the Borrower(s) unless expressly required by applicable law.

12.6 "The Borrower has consulted his/her/their/its tax advisors both direct and indirect, before entering into the Agreement and ABFL has made no representation as to any taxation issue including the benefits available if any and the Borrower will not hold ABFL responsible for any tax benefit that the Borrower believed he/she/they is/are entitled to but is later on denied the same by the tax authorities".

13. EVENTS OF DEFAULT(S)

If the Borrower(s) shall fail to carry out and perform any of the obligations under this Agreement or commit breach of any of the terms hereof or of the Sanction Letter/Security Documents or any document or letter which forms the basis of this Agreement, or on any of the representations, warranties, assurances, statements and particulars contained therein being found in ABFL's opinion (which shall be conclusive and binding on the Borrower(s)) to be incorrect, or if after execution hereof, any circumstance shall occur which in the sole judgement of ABFL is prejudicial to or imperils or is likely to prejudice or imperil the Facility Agreement and the securities created thereunder, then ABFL shall, if it thinks fit, be entitled at the risk and expense of the Borrower(s) after giving notice at any time or time such occurrence and in its sole judgement to refuse to grant the said Facility/disbursement or any part thereof which may remain to be disbursed or to recall the facilities and/or to enforce the security that may be/is required to be created hereunder. On the question whether any of the events, matters or circumstances mentioned above have or has occurred, the opinion of ABFL shall be final, conclusive and binding on the Borrower(s), both in and out of court/judicial/ quasi judicial authority. It shall not be open to the Borrower(s) at any stage to question the decision of ABFL to refuse to grant the Facility or any part thereof which may remain to be disbursed or to recall the Facility and/or to enforce the security created thereunder. ABFL may also, by a written notice to the Borrower(s), declare all sums outstanding under the Facility (including the principal, Interest, charges, expenses) to become due and payable forthwith irrespective of any agreed maturity and enforce the security created in favour of ABFL for the Facility upon the occurrence (in the sole discretion of ABFL) of any one or more of the following any of which shall inter alia constitute an Event(s) of Default:

- a) The Lessee commits any default in depositing the Lease Rentals in the Escrow Account when due and payable, as confirmed vide the Letter/Tripartite Agreement (in case repayment is to be made by this mode);
- b) The Borrower(s) commits any default in the payment of EIs and in the payment of any other amounts to ABFL when due and payable;
- c) If the Borrower(s) fails to pay within the time stipulated and in the manner specified therein for any sum due hereunder, whether principal/Interest/s/fees/costs/charges/expenses or any part thereof or otherwise due from it hereunder and/or in accordance with terms of any other document executed or written in pursuance hereof;
- d) The breach of, or omission to observe, or default by the Borrower(s) in observing any of its obligations, covenants or undertakings or any term, condition, provision hereof;

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Provided that, if the same is remediable, if such breach, omission or default shall continue for a period of seven Business Days after notice thereof in writing is given by ABFL to the Borrower(s) and such action as ABFL may require shall not have been taken within 7 (seven) days of ABFL notifying the Borrower(s) of such default and of such required action;

- e) Any default by the Borrower(s) or its/their promoters/affiliates/agents/associates/group companies/Directors (independent or executive)/subsidiaries/assigns, under this or any other agreement or other writing between the Borrower(s) (including its/their promoters/affiliates/agents/associates/group companies/Directors (independent or executive)/subsidiaries/assigns) and ABFL or its promoters/affiliates/subsidiaries, assigns or any group company, or under any other agreement or writing of Indebtedness of the Borrower(s) or its/their promoters/affiliates/agents/associates/group companies/Directors (independent or executive)/subsidiaries/assigns, not being paid when due or any creditor of the Borrower(s) or their promoters/affiliates/agents/associates/group companies/Directors (independent or executive)/subsidiaries/assigns becoming entitled to declare any Indebtedness due and payable prior to the date on which it would otherwise have become due or any guarantee or indemnity or collateral given or any other agreement entered into by the Borrower(s) or their promoters/affiliates/agents/associates/group companies/Directors (independent or executive)/subsidiaries/assigns not being honoured when due and called upon;
- f) The Borrower(s) fails to pay to any Person other than ABFL any amount when due and payable or any Person other than ABFL demands repayment of the Facility or dues or liability of the Borrower(s) to such Person ahead of its repayment due date as previously agreed between such Person and the Borrower(s);
- g) The Borrower(s) defaults in performing any of his/her/its obligations under this Agreement or breaches any of the terms or conditions of this Agreement or breaches the representation, warranties, undertakings or covenants contained herein or any other security documents, undertakings etc. executed in favour of ABFL;
- h) The Borrower(s)'s death (in case of an individual), failure in business, going into liquidation/dissolution, amalgamation or reconstruction, approaching Corporate Debt Restructuring (CDR) mechanism except with prior written approval of ABFL or general assignment by the Borrower(s) for the benefit of creditors;
- i) The Borrower(s) suspends payment to any creditors or threatens to do so, filing of any petition for winding up of the Borrower(s);
- j) Any of the information provided by the Borrower(s) to avail the Facility herein being found to be or becoming incorrect or untrue;
- k) Any Person other than ABFL commencing proceedings to declare the Borrower(s) insolvent or if the Borrower(s) becomes bankrupt or insolvent or commits act of insolvency;
- l) The value of the Property/ies or any security (including guarantee/s) created or tendered by the Borrower(s), in the sole discretion and decision of ABFL, depreciates entitling ABFL to call for further security and the Borrower(s) fails to give additional security;
- m) If the Property/ies is destroyed, sold, disposed of, alienated, attached or restrained in any manner;
- n) The threat or apprehension of or the occurrence of any damage to or loss, theft, misappropriation or destruction of any of the Security Interest;
- o) The Borrower(s) fails to create the security as provided herein and/or any additional security as asked for by the Borrower(s);
- p) ABFL, for any regulatory or other reasons, is unable or unwilling to continue the Facility;
- q) If a receiver is appointed in respect of the whole or any part of the Property/ies/assets of the Borrower(s) or if any attachment, distress, execution or other process against the Borrower(s), or any of the securities is levied upon;
- r) If the Borrower(s) ceases or threatens to cease or carry on its Business or if the co-Borrower(s) opts to resign or retires from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever;
- s) If it is certified by an Accountant of a Firm of Accountants appointed by ABFL (which ABFL is entitled and hereby authorised to do so at any time) that the liabilities of the Borrower(s) exceed the Borrower(s)'s assets or that the Borrower(s) is carrying on business at a loss;
- t) If any circumstance or event occurs which would or is likely to prejudicially or adversely affect in any manner the capacity of the Borrower(s) to repay the Facility or any part thereof;
- u) If the Facility or any part thereof is utilised for any purpose other than the purpose for which it was applied for by the Borrower(s) and sanctioned by ABFL;
- v) Where repayment is to be made through Lease Rentals, on termination of the Lease Agreement governing the Lease Rentals;
- w) If the Borrower(s), without prior written consent of ABFL, attempts or purports to create any charge, mortgage, pledge, hypothecation, lien or other encumbrance over the Property/ies or any part thereof which is or shall be the security for the repayment of the dues to ABFL except for securing any other obligations of the Borrower(s) to ABFL;
- x) Upon happening of any substantial change in the constitution or management of the Borrower(s) without previous written consent of ABFL or upon the management of the Borrower(s) ceasing to enjoy the confidence of ABFL;
- y) If the Borrower(s) fails to furnish any information or documents required by ABFL;
- z) If the Borrower(s) fails to furnish to ABFL detailed end use statement of the Facility as and when so required by ABFL within 10 (ten) days of receiving such request from ABFL;
 - i) If the Borrower(s) conceals any other matter which will adversely affect the Interest of ABFL;
 - ii) If the Borrower(s) fails to comprehensively insure the Property/ies mortgaged to ABFL during the tenure of the Facility;
 - iii) If the Borrower(s) fails to provide to ABFL any one or more of the documents which are needed for creating security within the time specified;
 - iv) If the title of the borrower(s) to the Property/ies later on becomes defective due to any reason or due to operation of law or the Borrower(s) is divested of his title to the Property/ies;
 - v) Where repayment is made through Lease Rentals by the Lessee and the Borrower(s) breaches any term(s) and/or condition(s) of any Agreement governing the Escrow Account;
 - vi) Where repayment is made through Lease Rentals by the Lessee and the Escrow Account is attached/frozen by an order of a court of competent jurisdiction and/or by a statutory authority empowered to do so;
 - vii) If the Borrower(s) indulges in any activity/ies with respect to the Property/ies or his personal conduct / business which results in action by the law enforcing authorities against the Borrower(s) or his Property/ies or both;
 - viii) It is or becomes unlawful for the Borrower(s) or any person including ABFL to perform any of their respective obligations hereunder or in relation hereto;

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- ix) If any permission, authorisation, issued by the competent authority(ies) with respect to construction and/or legality of the Property/ies is withdrawn or cancelled or withheld for any reason whatsoever;
- x) One or more events, conditions or circumstances (including any change in law) shall occur or exist which in the opinion of ABFL, could have a Material Adverse Effect;
- xi) An event of default howsoever described or any event which with the giving of notice, lapse of time, determination of materiality or fulfilment of any other applicable condition or any combination of the foregoing would constitute an event of default or occurs under any agreement or document relating to any Indebtedness of the Borrower(s) or if any other lenders of the Borrower(s) including financial institutions or banks with whom the Borrower(s) has entered into agreements for financial assistance have recalled its / their assistance or any part thereof.

The opinion of ABFL shall be final and conclusive and be binding on the Borrower(s) for determination of whether any of the acts, matters, events or circumstances mentioned herein above have occurred.

14. NOTICE ON THE HAPPENING OF AN EVENT OF DEFAULT

If any Event of Default(s) or any event which, after the notice or lapse of time or both would constitute an Event of Default(s) shall have happened, the Borrower(s) shall forthwith give ABFL notice thereof in writing specifying such Event of Default(s), or such event.

15. CONSEQUENCES OF DEFAULT

15.1 In the event of any default as provided above, ABFL shall have the right:-

- a) To accelerate and declare immediately due and payable, all or any part of the unpaid balance of the Facility granted hereunder together with Interest accrued and all other amounts payable by the Borrower(s) to ABFL as provided for herein;
- b) To suspend any disbursement yet to be effected in the Facility account;
- c) Take possession of the Property/ies, the Security Interest which is created in favour of ABFL, whether by itself or through any of the recovery agents or attorneys as may be appointed by ABFL;
- d) Take any other action as it may deem fit for recovery of its dues and enforcement of the securities.
- e) Further, ABFL shall be entitled to forthwith take physical possession of the Property/ies and/or assets hypothecated/mortgaged to ABFL and transfer the same either by itself or through its agents and sell or otherwise deal with the same to enforce ABFL's security and recover the dues.
- f) The Borrower(s) agrees and undertakes not to prevent or obstruct ABFL from taking possession of the property/ies irrespective of whether the repayment of the Facility has been demanded by ABFL or not, whenever in the opinion of ABFL, there is an apprehension of any money not being paid or ABFL's security being jeopardized and that ABFL's representatives will be entitled to sell, give on rent, or otherwise deal with the property/ies by public or private auction or private treaty, without being liable for any loss, and to apply the net proceeds thereof as specified in these presents.
- g) The Borrower(s) shall pay any shortfall, if any, on transfer of the Property/ies and/or assets, forthwith to ABFL. ABFL shall also be entitled to adjust and shall have a right of set-off on all moneys belonging to the Borrower(s) standing to their credit in any account whatsoever with ABFL, towards payment of such deficiency. Nothing contained in this clause shall oblige ABFL to sell, hire or deal with the property/ies and ABFL shall be entitled to proceed against the Borrower(s) independently of such or any other security. The Borrower(s) agrees to accept ABFL's accounts in respect of such sale, hire, dealing or otherwise as conclusive proof of the correctness of any sum claimed to be due from the Borrower(s). In case of any deficit, the deficit amount shall be recovered by ABFL from the Borrower(s).
- h) ABFL may, at the risk and cost of the Borrower(s), engage one or more Person(s) to collect the Borrower(s)'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 ABFL thinks fit.
- i) ABFL may terminate this Agreement and the Facility and / or call upon the Borrower(s) to pay all the dues in respect of the Facility.
- j) The Borrower(s) hereby agrees as a pre-condition of the Facility granted to it by ABFL that in case the Borrower(s) commits default in the repayment of the Facility or in the payment of Interest thereon or any other amounts due and payable herein, ABFL and/or Reserve Bank of India will have an unqualified right to disclose all or any data relating to the Borrower(s), the Facility, the obligations assumed/to be assumed by the Borrower(s) or publish the name of the Borrower(s) or the name of the Borrower(s)'s company/firm/unit and its directors/partners/promoters/proprietors as defaulter in such manner and through such medium as ABFL or Reserve Bank of India in their absolute discretion may think fit and that
 - i) The Credit information Bureau (India) Limited and any other agency so authorized may use, process the said information and data disclosed by ABFL in the manner as deemed fit by them; and
 - ii) 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 banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank of India in this behalf.
- k) Enforce any other remedy that the Bank may have under any applicable law.

15.2 All expenses incurred by ABFL, whether before or after an Event(s) of Default, which has occurred including in connection with:

- a) Preservation and/or protection of, or enforcement action against the Borrower(s)'s assets or the assets comprised within the security, if any, for the Facility whether then or thereafter existing, and
- b) Collection of amounts due shall be payable by the Borrower(s) without any demur/protest/dispute.

16. APPOINTMENT OF ABFL AS THE BORROWER(S)'S ATTORNEY

The Borrower(s) shall appoint ABFL as its true and lawful attorney to do and execute for and in the name and on behalf of the Borrower(s) and where the Borrower(s) is more than one individual, jointly and severally, all or any of the acts, deeds and things, specified therein.

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17. ASSIGNMENT AND TRANSFER

- 17.1 ABFL shall have a right to sell or transfer (by way of assignment, securitization or otherwise) whole or part of the Facility and outstanding amounts under the Facility or any other rights and obligations of ABFL under this Agreement or any other document pursuant hereto to any Person/entity in a manner or under such terms and conditions as ABFL may decide in its sole discretion without reference to or intimation to the Borrower(s).
- 17.2 The Borrower(s) expressly agrees, in the event of sale or transfer as aforesaid, to accept such Person to whom the Facility or any part thereof is sold or transferred as creditor exclusively or as a joint creditor with ABFL, or as a creditor exclusively with the right of ABFL to continue to exercise all powers hereunder on behalf of any such other party and make the repayment of the Facility to such Person as may be directed by ABFL.
- 17.3 The Borrower(s) shall not be entitled to directly or indirectly assign his rights or obligations under this Agreement in part or in whole to any Person.
- 17.4 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(s).

18. ABFL'S APPOINTMENT OF AGENT

The rights, powers and remedies available to ABFL under Law and under these presents, shall be exercised by ABFL through any of its employees or agent and ABFL may delegate any or all of the said powers and authorities to such employee or agent.

19. SEVERABILITY

If one or more rights or provisions set forth in this Agreement is invalid or unenforceable, it is agreed that the remainder of this Agreement shall be enforceable to the extent permitted by Law. The Parties intentions, as reflected in any such right or provision that is invalid or unenforceable, shall be given effect to.

20. INDEMNITY

The Borrower(s) shall, without prejudice to any other rights of ABFL, indemnify and agrees to keep indemnified and hold harmless ABFL against, and pay and reimburse to ABFL, any losses, costs, charges or expense or outgoings which ABFL shall certify as sustained or suffered or incurred by ABFL as a consequence of occurrence of an Event of Default(s), or laches or acts of omission and commission on the part of the Borrower(s) and/or the Lessee, or otherwise on account of the Facility.

21. MISCELLANEOUS

- 21.1 On or before execution of this Agreement, the Borrower(s) has executed in favour of ABFL a Demand Promissory Note for the full amount of the Principal together with Interest payable thereon and the Borrower(s) agrees that the said Demand Promissory Note shall be enforceable by ABFL independently of this Agreement and irrespective of the mortgage aforesaid or any other securities.
- 21.2 It is hereby agreed between the parties that this Agreement and its Schedule(s) may be amended, revised, substituted by way of written communication by ABFL to the Borrower(s) from time to time. Such correspondences pursuant to this Agreement by ABFL to the Borrower(s) shall be deemed to be an integral part of this Agreement and shall be read in conjunction therewith.
- 21.3 Without prejudice to any other term of this Agreement, the Parties expressly agree that any payment made by the Borrower(s) to ABFL under this Agreement shall be appropriated by ABFL in the following order-
- a) Costs, charges and expenses that ABFL may expend to service, enforce and maintain the security and thereby recover the Facility, Interest and all sums due and payable by the Borrower(s) to ABFL under this Agreement.
 - b) Interest on amounts in default and loss of profit on the defaulted amount/s
 - c) Prepayment/Pre-closure Charges
 - d) Interest
- 21.4 Principal amount of the Facility
- 21.5 The parties agree that any delay or omission by ABFL in exercising any of its rights, powers or remedies as ABFL of the Facility under this Agreement and other documents pursuant hereto shall not impair the right, power or remedy or be construed as its waiver or acquiescence by ABFL.
- 21.6 The Parties confirm that this Agreement and its Schedule and any other documentation pursuant to it, represent one single agreement between the Parties.
- 21.7 This Agreement supersedes all prior discussions and representations between the parties, including ABFL's brochure(if any), save with respect to the obligations of and representations made by the Borrower(s) to ABFL set forth in any correspondence, application forms or otherwise made or agreed to be made howsoever.

22. GOVERNING LAW, JURISDICTION & DISPUTE RESOLUTION

Laws of India shall govern this Agreement, the security and other documentation pursuant hereto and Courts in the City of Delhi, having exclusive jurisdiction over all aspects governing the interpretation and enforcement of this Agreement, the security and other documentation pursuant hereto. All claims or disputes arising out of or in relation to this Agreement shall be settled by arbitration. The arbitration tribunal shall consist of a sole arbitrator to be appointed by Lender. All parties to this Agreement hereby expressly consent to Lender being the sole appointing authority. Any vacancy created in the arbitration tribunal, for any reason whatsoever, shall also be filled only by Lender acting as the sole appointing authority.

For SDNMKJ REALTY PVT. LTD.
For JMK GEC REALTORS (P) LTD.
Applicant's Signature

For SDNMKJ REALTY PVT. LTD.
For JMK GEC REALTORS (P) LTD.
Authorized Signatory

The place of arbitration shall be Delhi or such other place as per Lender's discretion. Parties agree that the courts in Delhi or such other courts as decided by Lender shall have the exclusive jurisdiction to exercise all powers under the Arbitration and Conciliation Act, 1996.

Notwithstanding anything contained hereinabove, in the event the legal status of the Facility Provider changes or in the event of the law being made or amended so as to bring the Facility Provider under The Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (the "DRT Act"), to proceed to recover dues from the Borrower(s) under the DRT Act, the arbitration provisions hereinbefore contained shall, at the option of the Facility Provider, cease to have any effect and if arbitration proceedings are commenced but no arbitral award is made, then at the option of the Facility Provider such proceedings shall stand terminated and the mandate of the arbitrator shall come to an end from the date of the making of the law or the date when amendment becomes effective or the date when the Facility Provider exercises the option of terminating the mandate of arbitrator, as the case may be. Provided that neither a change in the legal status of the Facility Provider nor a change in law as referred to in this sub paragraph above, will result in invalidating an existing award passed by an arbitral tribunal constituted pursuant to the provisions of this Agreement

23. ADDRESS & NOTICES

23.1 The addresses of the parties shall be as mentioned under the Schedule. The Borrower(s) shall forthwith inform ABFL of any change in its/his/her/their Address. Any notice or request required or permitted under this Agreement to be given by either party to the other shall be only in writing and sent on the address of the other Party as mentioned in the Schedule (or in case to the Borrower(s), on the address of the Borrower(s) last known to ABFL):

23.1.1 If given by ABFL, may be given by personal delivery, courier, fax, email or by post and shall be deemed to have been served upon or received by the Borrower(s), if given by personal delivery, when so delivered and if by post on expiration of 3 days after the same has been delivered to the post office for onward transmission to the Borrower(s) through registered/speed post or any other mode offered by the Postal department in India; and

23.1.2 If given by the Borrower(s) to ABFL when it is actually received by ABFL.

24. TERM AND TERMINATION OF THE AGREEMENT

24.1 This Agreement shall be effective from the Effective Date and shall continue to subsist until terminated as hereinafter provided or on the expiration of the Tenure subject to payment/repayment by the Borrower(s) ABFL's dues hereunder, to the complete satisfaction of ABFL.

24.2 ABFL may at any time in its discretion, serve not less than 7 Business Days written notice on the Borrower(s) specifying the Facility termination date ("the Facility Termination Date"). The Facility shall be available to the Borrower(s) upto the Facility Termination Date. Notwithstanding anything contained elsewhere in this Agreement, the Borrower(s) shall repay / pay to ABFL the Borrower(s)'s dues in full on or before the Facility Termination Date.

24.3 The parties hereto may at any time terminate this Agreement by mutual agreement recorded in writing and signed by both the parties.

24.4 Notwithstanding what is stated above, ABFL may terminate this Agreement by giving 3 Business Days written notice to the Borrower(s) if the Borrower(s) commits breach of any provisions of this Agreement including but not limited to the occurrence of Event(s) of Default or it is found that the Borrower(s) has/have made any misrepresentation to ABFL.

24.5 Termination shall not affect any rights or obligations which have accrued or arisen prior to the termination and shall not affect the applicability of the provisions of this Agreement to transactions which have taken place prior to the termination.

24.6 Termination in any manner shall not affect the s Security Interest or the Borrower(s)'s obligations to ABFL.

Upon termination, the Borrower(s) shall pay to ABFL all amounts (including the principal, Interest, charges, fees (outstanding) and reimbursable expenses) outstanding hereunder. Payment shall be made at the earlier of: (i) the times provided elsewhere in this Agreement, or (ii) the effective date of termination.

24.7 ABFL reserves the right to revoke or cancel the Facility and/ or vary, alter, modify or rescind, amend or change at any time any one or more of the terms and conditions of the Facility at its discretion with such notice as ABFL may deem reasonable and without assigning any reasons.

24.8 The provision of the Facility is at the total discretion of ABFL and any request for extension/ enhancement / renewal of the Facility and/or any disbursements there under will be at the discretion of ABFL and on fulfilment of terms and conditions as prescribed by ABFL.

25. LIABILITY OF THE BORROWER(S) TO BE JOINT AND SEVERAL:

The liability of the Borrower(s) in case of more than one, in respect of this Facility shall be joint and several.

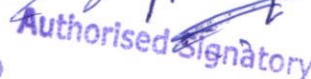
That the Borrower(s) has read and understood this Agreement and in the Event that the Borrower(s) is/are illiterate and/or cannot read English Language, the terms and conditions of this Agreement have been read over, translated and explained in detail in the vernacular language known to the Borrower(s).

For MODI PROPERTIES PVT. LTD.


Authorised Signatory

For JMK GEC REALTORS (P) LTD


Authorised Signatory

For SDNMIO REALTY PVT. LTD

Authorised Signatory

SCHEDULE

Sr. No.	HEADING	DETAILS
1	Date & Place of Execution of Agreement	_____ Day of _____, 20__, at _____
2	Branch Address	_____ _____ _____
3	Name & Address of the Borrower: (Permanent/Registered office/ Branch office/Principal Place of Business) Nature of business	Name: _____ Address: _____ _____ Constitution: ☐ Individual ☐ Company ☐ Partnership ☐ HUF ☐ Others ☐ Manufacturing ☐ Service ☐ Trading ☐ Others
	Name & Address of the Co-Borrower(s): (Permanent/ Registered office/ Branch office/ Principal Place of Business) Nature of business	Name: _____ Address: _____ _____ Constitution: ☐ Individual ☐ Company ☐ Partnership ☐ HUF ☐ Others ☐ Manufacturing ☐ Service ☐ Trading ☐ Others
	Name & Address of the Co-Borrower(s): (Permanent/ Registered office/ Branch office/ Principal Place of Business) Nature of business	Name: _____ Address: _____ _____ Constitution: ☐ Individual ☐ Company ☐ Partnership ☐ HUF ☐ Others ☐ Manufacturing ☐ Service ☐ Trading ☐ Others
4	Sanction Letter Details	Dated _____
5	Type of Facility	_____ _____ Facility
6	Term/Tenure of the Facility	_____ Months.
7	Amount Sanctioned	INR _____/- (INR _____ Only)
8	Purpose	_____
9	Security	Mortgage of immovable property/ies: (Address & Description) _____ _____ _____
10		Hypothecation of Lease Rentals of the underlying property/ies taken as a security. (Details & Description) Name of Lessee: _____ Address of the Property: _____ _____ _____

For MODI PROPERTIES PVT. LTD.
MPPL

Applicant's Signature

For JMK GEC REALTORS (P) LTD

Co-Applicant's Signature

11	Sanction Conditions	provided for in the Sanction Letter
12	Charges/Fees/Premium/etc	As provided for in the Sanction Letter
13	Repayment Mechanism	As provided for in the Sanction Letter
14	Interest Rate Type	Fixed/Floating /Hybrid
	Interest Rate (Margin)	Fixed Floating Hybrid
		The rate applicable to you during the entire tenure of the Facility is _____ % p.a. (per annum) - Rate applicable for the Facility which is being offered to you is _____ % p.a. (ABFL's Reference Rate + Spread) - ABFL's Reference Rate at present is _____ % p.a. Spread at present is _____ % p.a. - For the period _____ to _____ applicable Interest Rate is _____ % p.a. - For the period post _____ applicable Interest Rate will be ABFL Reference Rate prevailing then + Spread prevailing then)
16	Default Interest Rate/Additional Interest	_____ % p.a. over and above the applicable Interest Rate.
17	Penal Interest Rate	_____ % p.a.
18	Compounding of unpaid Interest	_____ % p.a./p.m.
19	Debiting of Interest to the Facility Account	Monthly in arrears/Quarterly in arrears/Half Yearly in arrears /Yearly in arrears/ Monthly in Advance/Quarterly in Advance/Half Yearly in Advance/Yearly in Advance.
20	Details of Mortgage	☐ Equitable Mortgage ☐ Registered Mortgage
21	Address For Notices:	Address: _____ Phone No: _____ Fax: _____ Email ID's: _____ ABFL: Address: _____ Phone No: _____ Fax: _____
22	Guarantor(s)	1. _____ 2. _____ 3. _____

For MODI PROPERTIES PVT. LTD.

MPPPL

Authorised Signatory

Applicant's Signature

For JMK GEC REALTORS (P) LTD

Authorised Signatory

18

For SDNMKI REALTY PVT. LTD.

Authorised Signatory

SDNM

Co-Applicant's Signature

In witness whereof the parties hereto have executed/ caused to be executed these presents on the day and year written in the Schedule hereinafter appearing.

For the Company

THE COMMON SEAL OF: _____ Limited

Having its Registered Office at: _____

has been hereunto affixed
pursuant to the resolution of its
Board of Directors passed at the

Meeting held on the: _____ day of _____

In the presence of: Mr./Ms. _____ and

Mr./Ms. _____

For MODI PROPERTIES PVT. LTD.

Authorised Signatory

Two of the Directors of the
Company who have in token
thereof set their respective hands
hereto in the presence of

Witness: Mr./Ms. _____

For Partnership Firm

Name: _____

Place of business: _____

Signed and delivered on behalf

of the Borrower(s) by its partners: Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

In the presence of Witness: Mr./Ms. _____

For the Society/Trust

Name: _____

Place of business: _____

Signed and delivered on behalf

of the Borrower(s) by its

authorised signatories: Mr./Ms. _____

Mr./Ms. _____

Authorised Signatory

For JMK GEC REALTORS (P) LTD

For SDNMKJ REALTY PVT. LTD.

Authorised Signatory

For the Co-Borrower(s) (Individual)

Name: _____

Addresses: _____

Signed and delivered by the

Borrower(s): Mr./Ms. _____

Mr./Ms. _____

For ABFL

Signed and delivered by

Aditya Birla Finance Ltd. by the

hand of its authorised signatory: Mr./Ms. _____

LETTER FROM MEMBERS OF HUF TO ADITYA BIRLA FINANCE LIMITED

Date: _____
To,
Aditya Birla Finance Ltd.
Indian Rayon Compound,
Veraval, Gujarat - 362266,
India.

Dear Sir/s,

Re: Authority Letter.

This is to confirm that in consideration of the Facility granted/to be granted to _____ up to INR _____/- ("Facility/ies") by Aditya Birla Finance Limited, we the co-parcenors of _____ HUF (hereinafter referred to as "HUF") have agreed and consented to Mr. _____ (Karta of the HUF) to execute necessary facility documents and to create mortgage in favour of Aditya Birla Finance Ltd by deposit of title deeds/ registered mortgage deed over the immovable property situated at _____

(hereinafter referred to as "**said immovable properties**"). hereunder belonging to the HUF as security for the due repayment of all outstandings in respect of the Facility/ies together with interest, fees, costs, charges and expenses and all other amounts payable by the HUF under the terms of the Sanction Letter dated _____. Agreement and other documents executed/to be executed in this regard.

We confirm that Mr. _____ Karta of HUF is duly authorized on behalf of the HUF and on our behalf to:

- a) To sign and execute for and on behalf of the members of the HUF facility documentation including promissory note, facility agreement, security agreement, hypothecation deed, mortgage documents, promissory note, letter of continuity indemnity, guarantee, letter of lien, assignment letter, undertakings, declarations, cheques/ standing instructions to Banks for making payment to ABFL, issue cheque(s)/Demand Drafts/Pay Orders etc or instruct Direct Debits, NACH instructions from the bank account(s) or creation of Escrow on the bank account(s) of the Company etc including security cheques and various other documents (hereinafter referred to as "**Facility Documents**") as required by ABFL, in respect of the said Facility/ies and to take such other action as may be required in this regard.
- b) To sign and execute the Facility Documents and/or create/extend security over the immovable properties belonging to HUF more particularly described as above including the mortgage, hypothecation, pledge/any other security and execute such documents, declarations and such other papers, documentation, undertaking as may be required by ABFL and take to other action as may be required in this regard and/or execute power of Attorney authorizing any other person/s to sign and execute the Facility/security Documents and/or create/extend security over the properties belonging to HUF, including the equitable mortgage/mortgage, hypothecation, pledge or any other security.
- c) To deliver to and deposit with ABFL title deeds, writings and evidences with ABFL and to give consent as aforesaid for and on behalf of the members of the HUF with an intention to create a mortgage/extend the mortgage over the immovable properties mentioned above belonging to the HUF.
- d) To execute letters of Acknowledgment of debt/balance confirmation letters favouring ABFL for and on behalf of the members of the HUF acknowledging the liabilities of HUF to ABFL in respect of the Facility/ies availed by the HUF from time to time as and when called upon to do so by ABFL.

We further agree and confirm that ABFL is not bound or obliged to verify or keep track of the end use of funds drawn or utilized or availed and we hereby declare that all funds drawdown or utilised or availed are and the mortgage created shall always be for the attainment of the objects, purpose and for the benefit of the HUF or its ultimate beneficiary and ABFL is authorized to treat it so at all times. In case any drawdown or utilisation or availment happens to be or found to be fraudulent or forged or beyond the objects, power or purposes of the HUF we hereby agree and declare that we shall not take defense or a plea that we shall not be liable and we expressly hereby agree that we will be liable for all or any drawdown or utilization or availment and that ABFL will not be made a party to any dispute amongst us nor shall ABFL's interest over the said immovable properties in any way be jeopardized or affected.

AND we make the aforesaid declaration knowing and being aware that based on the faith thereof, ABFL has agreed to grant the aforesaid Facility/ies.

We further confirm that this authority, declaration and letter shall be binding on us and our legal heirs, representatives, executors, administrators and permitted assigns and shall inure for the benefit of ABFL, its successors and assigns.

Member's Signature (Note: All members of HUF to sign here)

Yours faithfully

(All Co-parcenors to sign) [X]

AUTHORITY LETTER FROM THE PARTNERS FOR THE BORROWING AND CREATION OF SECURITY

Date: _____
Aditya Birla Finance Limited,
Indian Rayon Compound,
Veraval, Gujarat – 362266,
India.

Dear Sir/Madam,

[X] We the undersigned partners of M/s. _____ ("Firm" which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include, its partners, successors and permitted assigns) hereby declare that at the request of the Firm, ABFL has agreed to grant the Firm the facility(ies) to the extent of INR _____ / INR _____ Only ("Facilities").

WE FURTHER DECLARE THAT

- [X] 1) The Firm agrees to borrow and avail facilities from ABFL on the term and condition as may be finalized by any of Mr. _____ and/or Mr. _____ who are jointly and/or severally authorized to settle and finalise the term and also agree to such amendments, modifications or revision thereof as are acceptable to ABFL for and on behalf of the Firm.
- [X] 2) The Firm herewith authorizes Mr. _____ and Mr. _____ Partners of the Firm, to jointly and/or severally to sign and execute the facility documentation including promissory note, facility agreement, security agreement, hypothecation deed, mortgage documents, pledge agreement, promissory note, letter of continuity indemnity, guarantee, letter of lien, assignment letter, declaration, cheques/ standing instructions to Banks for making payment to ABFL, issue cheque(s)/Demand Drafts/Pay Orders etc or instruct Direct Debits, NACH instructions from the bank account(s) or creation of Escrow on the bank account(s) of the Company, etc and various other documents including documents for creation of security as may be required by ABFL, in respect of the said Facilities (hereinafter referred to as "Facilities Documentation") and to take such other action as may be required in this regard.
- [X] 3) The Firm herewith authorizes Mr. _____ and Mr. _____ to create a registered mortgage/extension of mortgage/mortgage by deposit of title deeds in favour of ABFL by depositing the title deeds/documents/evidences/writing with ABFL by giving consent to ABFL to continue to hold and retain the said title deeds/documents/evidences/writings in respect of the Firm's immovable property/ies more particularly described in the Facility Documentation, together with all buildings and structures thereon and all plant and machinery attached to earth or permanently fastened to anything attached to the earth (hereinafter collectively referred to as the "said Immoveable Properties") to secure the due repayment by the Firm of the Facilities indicated above together with interest, additional interest, further interest by way of liquidated damages, compound interest, commitment charges, premia on repayment or on redemption, guarantee commission, commission for letters of credit, costs, charges, expenses and other monies including any increase as a result of devaluation/revaluation/fluctuation in the rates of exchange of foreign currencies involved payable by the Firm to ABFL under the Facilities Documentation.
- [X] 4) The Firm herewith authorizes Mr. _____ and Mr. _____ Partners of the Firm, to jointly and/or severally deliver to and deposit with ABFL the title deeds, writings and evidences with ABFL and to give oral consent as aforesaid for and on behalf of the Firm with an intention to create a mortgage/extend the mortgage over the said Immoveable Properties belonging to the Firm.
- [X] 5) The Firm herewith authorizes Mr. _____ and Mr. _____ to procure Guarantees from Mr. _____ and Mr. _____ to execute Letters of Guarantee and Letters of Acknowledgement of Debt/Balance confirmation letters in their respective personal capacity and on behalf of the Firm as Guarantor favouring ABFL to secure the Facilities availed/to be availed by the Firm from ABFL and acknowledging their liability as Guarantor to the said Facilities.

Signature (All Partners)

[X]

6) The Firm shall request (for third party security)

i) _____;

ii) _____;

iii) _____;

iv) _____; and

v) _____;

to create mortgage over their/his/her respective Immovable Properties favoring ABFL as provided for in the Facility Documentation to secure the various Facilities availed/to be availed by the Firm from ABFL.

7) Such act of execution will bind all the partners and their heirs/ successors in their individual capacity.

NAME	INDIVIDUAL SIGNATURE

DEMAND PROMISSORY NOTE

For MODI PROPERTIES PVT. LTD.

On Demand I/We, _____

jointly and/or severally promise to pay ADITYA BIRLA FINANCE LIMITED ("ABFL") or its assigns a sum of INR _____

(INR _____ only) for value received along with interest

at the rate specified under the relevant Sanction Letter(s) to the Loan Account of the Borrower(s) or such other rate as ABFL may fix from time to time. Presentment and noting and protest of the note are hereby unconditionally revoked.

Place: _____

Date: _____

For MODI PROPERTIES PVT. LTD.
MPB 13/10/2014
Authorised Signatory

For JMK GEC REALTORS (P) LTD
Authorised Signatory

For SDNMKI REALTY PVT. LTD
Authorised Signatory

Borrower Entity	Details required with signatures
Company	Common Seal, Regd. Address, Board Resolution Date, Name and Sign of Director/Officer/Employee and Witness. Document to be Notarized
Partnership Firm	Name, Place of Business, Name of Signing Partners, Witness
Individual/Proprietorship	Name of Individual along with name of Proprietorship Firm (if any)
Trust	Name, Place of Business, Name of Signing Trustees, Witness
Society	Name, Place of Business, Name of Signing Member, Witness
HUF	Name, Place of Business, Karta, Witness
Co-Borrower (Individual/s)	Name, Address

LETTER OF CONTINUITY FOR DEMAND PROMISSORY NOTE

Aditya Birla Finance Limited,
Indian Rayon Compound,
Veraval,
Gujarat - 362 266,
India.

Dear Sir,

I/We _____ have executed a Demand Promissory Note for _____ only)
[X] INR. _____ /- (INR _____
dated _____ duly signed and delivered by me/us to you as security for the repayment by me/us to ABFL of any sum now due or
which may hereafter be or become due by me/us to ABFL by way of facility/ies or advances, notwithstanding the fact that the facility/ies or
advances or the account, may from time to time be reduced or extinguished or the said account brought to credit, the intention being that the
said Demand Promissory Note and the security shall be continuing security for any borrowing by us at anytime to ABFL.

Yours faithfully,

For MODI PROPERTIES PVT. LTD.

For JMK GEC REALTORS (P) LTD

For SDNMKJ REALTY PVT. LTD.

Authorised Signatory

Authorised Signatory

Authorised Signatory

Borrower Entity	Details required with signatures
Company	Common seal, Regd Address, Board Resolution date, name and sign of director/officer/employee and Witness.
Partnership Firm	Name, place of business, name of signing partners , witness
Individual/Proprietorship	Name of individual along with name of Proprietorship firm (if any)
Trust	Name, place of business, name of signing trustees, witness
Society	Name, place of business, name of signing member, witness
HUF	Name, place of business, Karta, Witness
Co-Borrower (Individual/s)	Name, address

LETTER FROM BORROWER FORWARDING SECURITY CHEQUES

Place: _____

Date: _____, 20____

To,

Aditya Birla Finance Ltd.
Indian Rayon Compound,
Veraval, Gujarat – 362266,
India.

Dear Sir(s),

Re: Facility Agreement dated _____ for INR _____/-

I/We refer to the Facility disbursed/being disbursed under the captioned Agreement and in respect thereof, please find enclosed the following cheques, being issued in favour of Aditya Birla Finance Ltd. ("ABFL"). The said cheques are being issued by me/us with the full understanding that the same shall be deposited by ABFL (entirely at its discretion as to when and where it may choose to deposit) towards the recovery of its dues, payable by me/us to ABFL under the captioned Agreement and we hereby agree, confirm and acknowledge that the same will be towards a debt/liability arising under the captioned Agreement due by me/us to ABFL. I confirm and warrant that I am duly authorised to issue the given cheques for the amounts as mentioned herein.

We undertake, represent and warrant to keep sufficient funds in the bank account from which the cheques are issued so that the said cheques are not dishonoured for any reason. We further undertake, represent and warrant that in case any or all the cheques are dishonoured for any reason whatsoever, we shall be liable for the said dishonour to ABFL under the provisions of all the applicable laws including The Negotiable Instruments Act (1881). We shall not, in the event of dishonour of the said cheques, claim any defence that the said cheques were given only for the purpose of security.

Details of Cheques

Sr.No.	Description	Cheque No.	Date	Amount
1				
2				
3				
4				

Thanking You,

Yours truly

For _____ X

(Authorised Signatory/Person)

For MODI PROPERTIES PVT. LTD.

X MPPL

Authorised Signatory

For JMK GEC REALTORS (P) LTD

Authorised Signatory

For SDNMKJ REALTY PVT. LTD.

Authorised Signatory

END USE DECLARATION FORMAT

Date: _____

To,
Aditya Birla Finance Limited,
Indian Rayon Compound,
Veraval, Gujarat – 362266,
India.

Sub: Facility under a Facility Agreement dated _____ (the "Facility").

Dear Sirs,

With reference to the Facility sanctioned for INR _____ .00

We undertake that the monies which will be drawn by me/us under the Facility shall be used for the purpose of:

- | | |
|---|--------------------------|
| a) Fund Infusion for Working Capital/General Purpose | ☐ |
| b) Capex/Fund Infusion for Business Expansion for Real Estate Sector | ☐ |
| c) Balance Transfer/Balance Transfer + Top Up for Business Purpose | ☐ |
| d) Capex/Fund Infusion for Business Expansion except Real Estate Sector | ☐ |
| e) Capex/Fund Infusion for Machinery Installation | ☐ |
| f) Capex/Fund used for Acquisition of Commercial Property for own Business (Business is not real estate) | ☐ |
| g) Fund used for construction/development of industrial parks/integrated townships/SEZ | ☐ |
| h) Fund used for purchase/long term leasing of industrial land as part of new project/modernization
or expansion of existing units | ☐ |
| i) Fund used for Real estate activity purpose (including leasing) for ECB allowed sectors
Sector _____ Sub-sector _____ | ☐ |
| j) If personal, please specify _____ | ☐ |

I/we hereby represent, warrant and confirm that the aforesaid purpose is a valid purpose and also agree and undertake to utilize the facility only for the above mentioned purpose and that the facility shall not be used for any of the following purpose:

- a) Illegal & antisocial activity
- b) Speculative investment in real estate
- c) Investment in securities, debentures or the stock markets
- d) Money lending activities
- e) Speculative activity not mentioned above
- f) Or for any other activities for which the Facility is not extended.

I/we further agree, confirm, and undertake that the purpose of use of funds under the Facility shall not be changed in any manner during the tenure of the Facility; or that such change in purpose shall take place only with the prior written permission of Aditya Birla Finance Limited.

I/we understand that the promoters / partners and the company/firm will be liable in case of the funds being diverted for any purpose other than as specified in the facility application. Aditya Birla Finance Limited is indemnified by me/us of any such liability and the promoters / partners will abide by any action taken under the law or by the regulators.

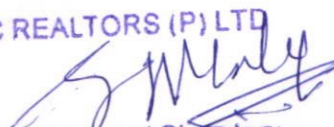
I/we also hereby authorize ABFL to call for appropriate documents / certificate from Chartered Accountant as evidence with respect to end use of the facility availed / proposed to be availed.

Yours sincerely,

(x)

Managing Director/Partner /Sole proprietorship/Individual/HUF/Society/Trust

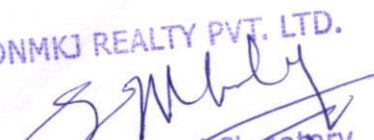
For JMK GEC REALTORS (P) LTD


Authorized Signatory

For MODI PROPERTIES PVT. LTD.


Authorized Signatory

For SDNMKJ REALTY PVT. LTD.


Authorized Signatory

REQUEST FOR DISBURSAL

To,
Aditya Birla Finance Limited
Indian Rayon Compound,
Veraval, Gujarat - 362266,
India.

Dated: _____

Sub: Request for disbursal of loan facility/ies sanctioned in our favour vide Sanction Letter dated _____

Ref: Our Application No. _____ dated _____

Dear Sir/Madam

This is with reference to my/our facility/ies sanctioned by your office and in furtherance of the same I/we request you to kindly disburse the facility amount in following manner:

Favouring 1:

Favouring _____

Facility A/c No. _____

Amount _____

Favouring 2:

Favouring _____

Bank Name & A/c No. _____

Amount _____

Favouring 3:

Favouring _____

Bank Name and A/c No. _____

Amount _____

Favouring 4:

Favouring _____

Bank Name and A/c No. _____

Amount _____

I/We hereby declare that,

1. I/we shall be responsible and liable for the above disbursement made by ABFL as requested for above and the same shall be treated as a facility under all the documents executed/to be executed with respect thereto.
2. Interest calculation will start from the date of respective disbursal irrespective of the date of realization of funds in my/our account.
3. Interest shall be payable by me/us even in case the disbursement amount instrument is not deposited by me/us in the bank for realization or disbursement amount is not utilized by me/us.
4. I/We hereby confirm that as per the sanctioned terms, ABFL shall charge and collect BPI (Broken Period Interest).

For MODI PROPERTIES PVT. LTD.

MPP2
(Signature of Borrower)
Authorised Signatory

Name: _____

Name: _____

(Signature of Co-borrower)

Name: _____

Name: _____

For JMK GEC REALTORS (P) LTD

(Signature of Co-borrower)

Authorised Signatory

For SDNMKI REALTY PVT. LTD.

(Signature of Co-borrower)

Authorised Signatory

Note: Every cancellation/correction/modification needs counter signature by borrower and co-borrower. ABFL will not be responsible for any change with respect to a person favouring, other than filled as herein.

REQUEST FOR DISBURSAL

To,
Aditya Birla Finance Limited
Indian Rayon Compound,
Veraval, Gujarat - 362266,
India.

Dated: _____

Sub: Request for disbursement of loan facility/ies sanctioned in our favour vide Sanction Letter dated _____

Ref: Our Application No. _____ dated _____

Dear Sir/Madam

This is with reference to my/our facility/ies sanctioned by your office and in furtherance of the same I/we request you to kindly disburse the facility amount in following manner:

Favouring 1:	_____
Favouring	_____
Facility A/c No.	_____
Amount	_____
Favouring 2:	_____
Favouring	_____
Bank Name & A/c No.	_____
Amount	_____
Favouring 3:	_____
Favouring	_____
Bank Name and A/c No.	_____
Amount	_____
Favouring 4:	_____
Favouring	_____
Bank Name and A/c No.	_____
Amount	_____

I/We hereby declare that,

1. I/we shall be responsible and liable for the above disbursement made by ABFL as requested for above and the same shall be treated as a facility under all the documents executed/to be executed with respect thereto.
2. Interest calculation will start from the date of respective disbursement irrespective of the date of realization of funds in my/our account.
3. Interest shall be payable by me/us even in case the disbursement amount instrument is not deposited by me/us in the bank for realization or disbursement amount is not utilized by me/us.

For MODI PROPERTIES PVT. LTD.

(Signature of Borrower)

Authorized Signatory

Name: _____

(Signature of Co-borrower)

Name: _____

For JMK GEC REALTORS (P) LTD

(Signature of Co-borrower)

Authorized Signatory

Name: _____

For SDNMKJ REALTY PVT. LTD.

(Signature of Co-borrower)

Authorized Signatory

Name: _____

Note: Every cancellation/correction/modification needs counter signature by borrower and co-borrower. ABFL will not be responsible for any change with respect to a person favouring, other than filled as herein.

REQUEST FOR DISBURSAL

To,
Aditya Birla Finance Limited
Indian Rayon Compound,
Veraval, Gujarat - 362266,
India.

Dated: _____

Sub: Request for disbursement of loan facility/ies sanctioned in our favour vide Sanction Letter dated _____

Ref: Our Application No. _____ dated _____

Dear Sir/Madam

This is with reference to my/our facility/ies sanctioned by your office and in furtherance of the same I/we request you to kindly disburse the facility amount in following manner:

Favouring 1:
Favouring _____
Facility A/c No. _____
Amount _____

Favouring 2:
Favouring, _____
Bank Name & A/c No. _____
Amount _____

Favouring 3:
Favouring _____
Bank Name and A/c No. _____
Amount _____

Favouring 4:
Favouring _____
Bank Name and A/c No. _____
Amount _____

I/We hereby declare that,

1. I/we shall be responsible and liable for the above disbursement made by ABFL as requested for above and the same shall be treated as a facility under all the documents executed/to be executed with respect thereto.
2. Interest calculation will start from the date of respective disbursement irrespective of the date of realization of funds in my/our account.
3. Interest shall be payable by me/us even in case the disbursement amount instrument is not deposited by me/us in the bank for realization or disbursement amount is not utilized by me/us.

For MODI PROPERTIES PVT. LTD.

(Signature of Borrower)

Authorized Signatory

Name: _____

(Signature of Co-borrower)

Name: _____

For JMK GEC REALTORS (P) LTD

(Signature of Co-borrower)

Authorized Signatory

Name: _____

For SDNMI REALTY PVT. LTD.

(Signature of Co-borrower)

Name: _____

Note: Every cancellation/correction/modification needs counter signature by borrower and co-borrower. ABFL will not be responsible for any change with respect to a person favouring, other than filled as herein.

REQUEST FOR DISBURSAL

To,
Aditya Birla Finance Limited
Indian Rayon Compound,
Veraval, Gujarat - 362266,
India.

Dated: _____

Sub: Request for disbursement of loan facility/ies sanctioned in our favour vide Sanction Letter dated _____

Ref: Our Application No. _____ dated _____

Dear Sir/Madam

This is with reference to my/our facility/ies sanctioned by your office and in furtherance of the same I/we request you to kindly disburse the facility amount in following manner:

Favouring 1:	_____
Favouring	_____
Facility A/c No.	_____
Amount	_____
Favouring 2:	_____
Favouring,	_____
Bank Name & A/c No.	_____
Amount	_____
Favouring 3:	_____
Favouring	_____
Bank Name and A/c No.	_____
Amount	_____
Favouring 4:	_____
Favouring	_____
Bank Name and A/c No.	_____
Amount	_____

I/We hereby declare that,

1. I/we shall be responsible and liable for the above disbursement made by ABFL as requested for above and the same shall be treated as a facility under all the documents executed/to be executed with respect thereto.
2. Interest calculation will start from the date of respective disbursement irrespective of the date of realization of funds in my/our account.
3. Interest shall be payable by me/us even in case the disbursement amount instrument is not deposited by me/us in the bank for realization or disbursement amount is not utilized by me/us.

For MODI PROPERTIES PVT. LTD.

X MPPL

(Signature of Borrower)

Authorised Signatory

Name: _____

(Signature of Co-borrower)

Name: _____

For JMK GEC REALTORS (P) LTD

X JPPL

(Signature of Co-borrower)

Authorised Signatory

Name: _____

For SDNMKI REALTY PVT. LTD.

X SDNM

(Signature of Co-borrower)

Authorised Signatory

Name: _____

Note: Every cancellation/correction/modification needs counter signature by borrower and co-borrower. ABFL will not be responsible for any change with respect to a person favouring, other than filled as herein.

REQUEST FOR DISBURSAL

To,
Aditya Birla Finance Limited
Indian Rayon Compound,
Veraval, Gujarat - 362266,
India.

Dated: _____

Sub: Request for disbursement of loan facility/ies sanctioned in our favour vide Sanction Letter dated _____

Ref: Our Application No. _____ dated _____

Dear Sir/Madam

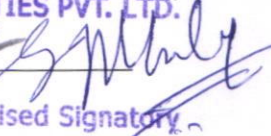
This is with reference to my/our facility/ies sanctioned by your office and in furtherance of the same I/we request you to kindly disburse the facility amount in following manner:

Favouring 1:	_____
Favouring	_____
Facility A/c No.	_____
Amount	_____
Favouring 2:	_____
Favouring,	_____
Bank Name & A/c No.	_____
Amount	_____
Favouring 3:	_____
Favouring	_____
Bank Name and A/c No.	_____
Amount	_____
Favouring 4:	_____
Favouring	_____
Bank Name and A/c No.	_____
Amount	_____

I/We hereby declare that,

1. I/we shall be responsible and liable for the above disbursement made by ABFL as requested for above and the same shall be treated as a facility under all the documents executed/to be executed with respect thereto.
2. Interest calculation will start from the date of respective disbursement irrespective of the date of realization of funds in my/our account.
3. Interest shall be payable by me/us even in case the disbursement amount instrument is not deposited by me/us in the bank for realization or disbursement amount is not utilized by me/us.

For MODI PROPERTIES PVT. LTD.

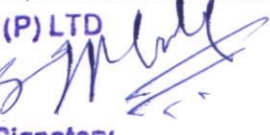
X MPPL 
(Signature of Borrower)
Authorized Signatory

Name: _____

(Signature of Co-borrower)

Name: _____

For JMK GEC REALTORS (P) LTD

X JRPL 
(Signature of Co-borrower)
Authorized Signatory

Name: _____

(Signature of Co-borrower)

Name: _____

Note: Every cancellation/correction/modification needs counter signature by borrower and co-borrower. ABFL will not be responsible for any change with respect to a person favouring, other than filled as herein.

REQUEST FOR DISBURSAL

To,
Aditya Birla Finance Limited
Indian Rayon Compound,
Veraval, Gujarat - 362266,
India.

Dated: _____

Sub: Request for disbursement of loan facility/ies sanctioned in our favour vide Sanction Letter dated _____

Ref: Our Application No. _____ dated _____

Dear Sir/Madam

This is with reference to my/our facility/ies sanctioned by your office and in furtherance of the same I/we request you to kindly disburse the facility amount in following manner:

Favouring 1:
Favouring _____
Facility A/c No. _____
Amount _____

Favouring 2:
Favouring _____
Bank Name & A/c No. _____
Amount _____

Favouring 3:
Favouring _____
Bank Name and A/c No. _____
Amount _____

Favouring 4:
Favouring _____
Bank Name and A/c No. _____
Amount _____

I/We hereby declare that,

1. I/we shall be responsible and liable for the above disbursement made by ABFL as requested for above and the same shall be treated as a facility under all the documents executed/to be executed with respect thereto.
2. Interest calculation will start from the date of respective disbursement irrespective of the date of realization of funds in my/our account.
3. Interest shall be payable by me/us even in case the disbursement amount instrument is not deposited by me/us in the bank for realization or disbursement amount is not utilized by me/us.

For MODI PROPERTIES PVT. LTD.
X MPPL
(Signature of Borrower)
Authorized Signatory

Name: _____

(Signature of Co-borrower)

Name: _____

For JMK GEC REALTORS (P) LTD
X JRPL
(Signature of Co-borrower)
Authorized Signatory

Name: _____

(Signature of Co-borrower)

Name: _____

Note: Every cancellation/correction/modification needs counter signature by borrower and co-borrower. ABFL will not be responsible for any change with respect to a person favouring, other than filled as herein.

DECLARATION FOR SIGNING IN VERNACULAR LANGUAGE

I, _____, son/daughter/wife of _____ adult
and inhabitant of _____ residing at _____, do hereby state, declare
and solemnly affirm as under:-

[x] I have been read out and explained, in the language known to me and understood by me, the contents of the documents and all other documents
incidental and ancillary to availing the facility from Aditya Birla Finance Limited ("ABFL") by me/by Mr./Ms. _____
_____ and I have signed the said documents after having
understood them, of my free will and by signing the same I do hereby agree to abide by all the terms and conditions of the facility documents and
the clauses of the same.

I declare that whatever I have stated hereinabove is true and correct to the best of my knowledge and belief.

Solemnly affirmed at _____ on this _____ day of _____ 20_____.

Signed: _____

Name: _____

Signature of Borrower/Co-Borrower signing
In Vernacular Language

LETTER FROM BORROWER(S) CONFIRMING COMMUNICATION THROUGH EMAILS

From: _____ (Name of the Borrower(s))

To,

Aditya Birla Finance Ltd. ("ABFL")

Sub: Loan Cum Pledge Agreement dated _____

Dear Sir,

I/We the Borrower(s), hereby undertake that all communication as required under the captioned Agreement, shall be made by us from the e-mail id _____, which is in my/our name.

We further state that ABFL shall be free to communicate to us on the said email id with regard to any kind of communication as may be required under the captioned Loan Cum Pledge Agreement and the same shall be valid and binding on us.

Your truly

For Borrower(s) _____

(Name & Signature)
For MODI PROPERTIES PVT. LTD.
[X]

Authorised Signatory

For JMK GEC REALTORS (P) LTD.

Authorised Signatory

For SDNMKJ REALTY PVT. LTD.

Authorised Signatory

[X]

For MODI PROPERTIES PVT. LTD.

Authorised Signatory

Cheque Submission Form

IMPORTANT INSTRUCTIONS:

Date: _____

Cheque should be crossed as "Account Payee Only".
The Cheque should be drawn in favour of "Aditya Birla Finance Limited" only.
Please ensure that amount in words and figures are the same.
Please ensure that all corrections have been countersigned by the Applicant.
EMI Cheques to be dated as per your Repayment Schedule.

CUSTOMER DETAILS

Application No. _____ LAN No. _____

Name of Applicant(s) _____

Cheque Details

Sr. No	Cheque Numbers		No. of Cheques	Date of Cheque		Bank & Branch	Purpose (EMI/Security) PDC/AF/PEMI etc.	Amount of each Cheque (INR)
	From	To		From	To			
1								
2								
3								
4								
5								

I declare that, I have not given any cheques other than the ones mentioned above and all cheques are drawn in favour of "Aditya Birla Finance Limited". I further declare that I am duly authorised on behalf of the Borrower _____ under Loan Agreement dated _____ to sign and issue the cheques provided herein.

I / We have been informed by ABFL and I / We give our consent that ABFL, may at its discretion, shred the Security / EMI cheques on closure of the Facility without any intimation to me.

Name of the Applicant _____ Signature of Applicant _____ [X]

RECEIVED BY

Name of Employee: _____ Employee ID: _____

Signature: _____

Name and Signature of the person providing the cheques to be taken in case they are from a person other than the applicant.

For JMK GEC REALTORS (PVT.) LTD. **Cheque Submission Form (Office Copy)** For SDNMK REALTY PVT. LTD.

IMPORTANT INSTRUCTIONS:

Cheque should be crossed as "Account Payee Only".
The Cheque should be drawn in favour of "Aditya Birla Finance Limited" only.
Please ensure that amount in words and figures are the same.
Please ensure that all corrections have been countersigned by the Applicant.
EMI Cheques to be dated as per your Repayment Schedule.

Date: _____

CUSTOMER DETAILS

Application No. _____ LAN No. _____

Name of Applicant(s) _____

Cheque Details

Sr. No	Cheque Numbers		No. of Cheques	Date of Cheque		Bank & Branch	Purpose (EMI/Security) PDC/AF/PEMI etc.	Amount of each Cheque (INR)
	From	To		From	To			
1								
2								
3								
4								
5								

I declare that, I have not given any cheques other than the ones mentioned above and all cheques are drawn in favour of "Aditya Birla Finance Limited". I further declare that I am duly authorised on behalf of the Borrower _____ under Loan Agreement dated _____ to sign and issue the cheques provided herein.

I / We have been informed by ABFL and I / We give our consent that ABFL, may at its discretion, shred the Security / EMI cheques on closure of the Facility without any intimation to me.

Name of the Applicant _____ Signature of Applicant _____ [X]

RECEIVED BY

Name of Employee: _____ Employee ID: _____

Signature: _____

Name and Signature of the person providing the cheques to be taken in case they are from a person other than the applicant.

NACH (DEBIT CLEARING)

The Manager

Bank Nam: _____

Branch Name: _____

Address: _____

Telephone No.: _____

Copy to the ABFL
Address: Indian Rayon
Compound, Veraval,
Gujarat 362 266

I/We hereby authorize Aditya Birla Finance Limited to debit my/our bank account to remit payments through NACH (Debit) clearing as per the details given as under:

a) Facility Account No.

b) Account holder names (As per bank's record)

c) Account Number

d) MICR – 9 Digit Code number of the bank & branch (Appearing on the MICR cheque issued by the Bank):

e) Account Type (S.B. Account/Current Account or Cash)

Credit): _____

f) Ledger No./Ledger Folio No. : _____

Details of LAN	Date of effect	Periodicity(M/BiM/Qly/etc)	Amount of the installment/Amt of repayment with upper limit	Number of installments/Valid up to

g) Date of Effect

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the institution responsible. I have read and understood the Option Invitation Letter as provided in the Annexure and agree to discharge the responsibility expected of me as a participant under this Letter.

provided in the Annexure and agree to discharge the responsibility of the same.

For JMK GEC REALTORS

Date: _____

Authorised Signatory

Signature of the account holder/s

Date: _____

For SDNMKJ REALTY PVT. LTD.

Certified that particulars furnished above are correct as per our records.

(Bank's stamp)

Date: _____

Signature of the Authorised official of the Bank

(Note - Mandate to be obtained in 3 copies, Original for Bank, one each for ABFL and customer)

Annexure I
NACH (Debit) Option Invitation
Letter

Date: _____

Dear Customer,

- a) An alternative method of payment is offered by Reserve Bank of India which provides you an option to pay your dues directly through your bank account. Your bank account would be debited through this payment mechanism right on the due date/ as and when ABFL will present request before your Bank. You would be advised in the usual manner to make the repayment. Payment instruction would be issued by us electronically through our banker to the Clearing House and the Clearing House would supply debit reports to the bank with which you maintain the specified account. The branch will debit your account and indicate the debit entry as "NACH" with other additional information in your pass book/statement of account.
- b) If you maintain more than one bank account, payment can be made from any of these accounts. You do not have to open any new bank account for the purpose.
- c) This would be only an additional mode of payment and would be optional. You would have the right to withdraw from this mode of payment by giving an advance notice of atleast 2 weeks to ABFL. Your complaint, if any, would be immediately dealt with and we assure you to give a reply within 15 days.
- d) If you are agreeable to participate in this payment mechanism, you are requested to fill in the Mandate Form attached herewith. The information to be supplied should accurate and complete in all respects and duly certified by your bank.
- e) The information provided by you will be kept confidential and would be utilized only for the purpose of effecting the payments due from you.

For Aditya Birla Finance Limited.

For MODI PROPERTIES PVT. LTD.
MPRV
Authorized Signatory

For SDNMKI REALTY PVT. LTD.
Authorized Signatory

For JMK GEO REALTY PVT. LTD.
Authorized Signatory

VERIFICATION FROM BANKER TO WHOMSOEVER IT MAY CONCERN

This is to certify that the attached photograph, address and signature belong to

Mr./Mrs./Ms. _____

Account Number _____ A/C Type: _____

In the name of: _____

are verified as per our records for identity, address and signature proof.

Customer Name: _____

Address: _____

Signature: _____

Your's sincerely,

(Bank Seal)

Authorised Signatory of the bank

Name: _____

Address of the Branch: _____

Signatory No.: _____

Bank telephone No.: _____

(For Identity proof, please affix bank round stamp partly on the photo and partly on the page.)

please include name of all account holders incase it is a joint account.

Please affix
Passport Size
Photograph

Please affix Bank Round Seal

For MODI PROPERTIES PVT. LTD.

Authorised Signatory

For SDNMKI REALTY PVT. LTD.

Authorised Signatory

For JMK GEC REALTORS (PVT) LTD.

Authorised Signatory

VERIFICATION FROM BANKER TO WHOMSOEVER IT MAY CONCERN

This is to certify that the attached photograph, address and signature belong to

Mr./Mrs./Ms. _____

Account Number _____ A/C Type: _____

In the name of: _____

are verified as per our records for identity, address and signature proof.

Customer Name: _____

Address: _____

Signature: _____

Your's sincerely,

(Bank Seal)

Authorised Signatory of the bank

Name: _____

Address of the Branch: _____

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Bank telephone No.: _____

(For Identity proof, please affix bank round stamp partly on the photo and partly on the page.)

please include name of all account holders incase it is a joint account.

Please affix
Passport Size
Photograph

Please affix Bank Round Seal

For MODI PROPERTIES PVT. LTD.

Authorised Signatory

For SDNMKI REALTY PVT. LTD.

Authorised Signatory

For JMK GEC REALTORS (PVT) LTD.

Authorised Signatory

IMPORTANCE OF FOLLOWING REPAYMENT SCHEDULE

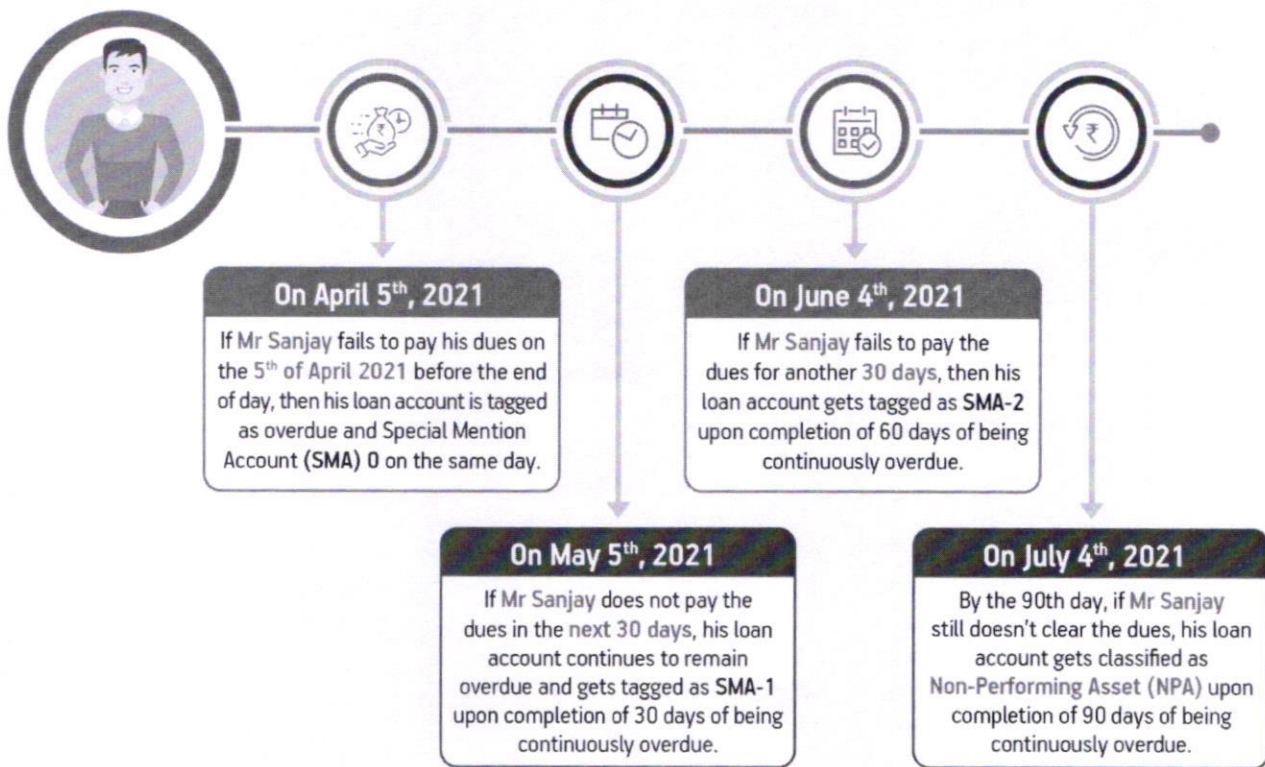
The repayment schedule/payment advice that you receive while taking a loan from ABFL is a document that helps you to know the dates when you are required to pay interest, principal and other charges if any, to ABFL for the loan availed and helps you to manage your loan account efficiently and meet the obligations in a timely manner.

Here's what happens to your loan account if you miss paying your dues on time.

Basis the number of days your dues (dues means instalment of principal, interest and other charges if any) remain unpaid and overdue, your loan account gets classified into various categories. These categories influence your Credit Bureau Score, which may further affect your borrowing capacity in future.

Example

Suppose Mr Sanjay has taken a loan of Rs.10 lakhs for 36 months and the due date to pay is 5th of every month and say his next **due date** for payment is **April 05, 2021**.



The above illustration is also applicable for revolving facilities where either outstanding balance, remains continuously in excess of the sanctioned limit /drawing power whichever is less or interest is overdue and not paid on due dates.

Source:

RBI circular no. RBI/2021-2022/125 DOR.STR.REC.68/21.04.048/2021-22 on 'Prudential norms on Income Recognition, Asset Classification and Provisioning, pertaining to Advances – Clarifications' dated 12th November, 2021. Here's a comprehensive table explaining the Special Mention Account (SMA) and Non-Performing Asset (NPA) classification.

Loans other than revolving facilities		Loans in the nature of revolving facilities like cash credit/overdraft	
SMA Sub-categories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue	SMA Sub-categories	Basis for classification – Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA-0	Upto 30 days		
SMA-1	More than 30 days and upto 60 days	SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days	SMA-2	More than 60 days and upto 90 days
NPA	More than 90 days	NPA	More than 90 days



Aditya Birla Finance Ltd.

One World Center, Tower 1, 18th Floor, Jupiter Mill Compound,
841, Senapati Bapat Marg, Elphinstone Road, Mumbai - 400 013
Registered Office: Indian Rayon Compound, Veraval, Gujarat - 362 266
+91 22 4356 7100 | (F) +91 22 4356 7266
CIN: U65990GJ1991PLC064603
www.adityabirlafinance.com

**Aditya Birla
Finance Ltd.**

(A part of Aditya Birla Capital Ltd.)



**ADITYA BIRLA
CAPITAL**



Aditya Birla Finance Ltd.

One World Center, Tower 1, 18th Floor, Jupiter Mill Compound,
841, Senapati Bapat Marg, Elphinstone Road, Mumbai - 400 013

Registered Office: Indian Rayon Compound, Veraval, Gujarat - 362 266

+91 22 4356 7100 | (F) +91 22 4356 7266

Toll-free number 1800-270-7000 | CIN: U65990GJ1991PLC064603

www.adityabirlafinance.com

**Aditya Birla
Finance Ltd.**

(A part of Aditya Birla Capital Ltd.)



**ADITYA BIRLA
CAPITAL**