

ANNEXURE-II
GENERAL TERMS AND CONDITIONS

<p>Additional Interest</p>	<p>Additional interest over and above the stipulated rate of interest, including penal charges (hereinafter referred to as "Existing Rate of Interest"), will be charged during overdue period in the entire tenure of loan as follows:</p> <table border="1" data-bbox="609 398 1465 1294"> <thead> <tr> <th colspan="2" data-bbox="609 398 951 542">Loans other than revolving facilities</th> <th colspan="2" data-bbox="951 398 1311 542">Loans in the nature of revolving facilities like cash credit/overdraft</th> <th data-bbox="1311 398 1465 542">Additional Interest Charged above the existing Rate of Interest</th> </tr> <tr> <th data-bbox="609 542 753 922">SMA Sub-categories</th> <th data-bbox="753 542 951 922">Basis for classification – Principal or interest payment or any other amount wholly or partly overdue</th> <th data-bbox="951 542 1094 922">SMA Sub-categories</th> <th data-bbox="1094 542 1311 922">Basis for classification – Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:</th> <th data-bbox="1311 542 1465 922"></th> </tr> </thead> <tbody> <tr> <td data-bbox="609 922 753 1012">SMA-0</td> <td data-bbox="753 922 951 1012">Upto 30 days</td> <td data-bbox="951 922 1094 1012"></td> <td data-bbox="1094 922 1311 1012"></td> <td data-bbox="1311 922 1465 1012"></td> </tr> <tr> <td data-bbox="609 1012 753 1155">SMA-1</td> <td data-bbox="753 1012 951 1155">More than 30 days and upto 60 days</td> <td data-bbox="951 1012 1094 1155">SMA-1</td> <td data-bbox="1094 1012 1311 1155">More than 30 days and upto 60 days</td> <td data-bbox="1311 1012 1465 1155">1 %</td> </tr> <tr> <td data-bbox="609 1155 753 1294">SMA-2</td> <td data-bbox="753 1155 951 1294">More than 60 days and upto 90 days</td> <td data-bbox="951 1155 1094 1294">SMA-2</td> <td data-bbox="1094 1155 1311 1294">More than 60 days and upto 90 days</td> <td data-bbox="1311 1155 1465 1294">2 %</td> </tr> </tbody> </table> <p data-bbox="609 1326 1465 1550"> <ul style="list-style-type: none"> ➤ The extra interest will be calculated for the days in which the account has remained in the SMA1 or SMA2 status and will be charged on month end. ➤ The following accounts will be excluded from charging additional interest; <ul style="list-style-type: none"> a) Agriculture loans. b) Loan against bank's own deposit c) Simple interest loans d) FBP and Packing credit </p>					Loans other than revolving facilities		Loans in the nature of revolving facilities like cash credit/overdraft		Additional Interest Charged above the existing Rate of Interest	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	1 %	SMA-2	More than 60 days and upto 90 days	SMA-2	More than 60 days and upto 90 days	2 %
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<p>Applicable for all loans in Term Loan nature</p>	<p>Borrower/s shall agree to link the credit facility availed/ to be availed to all the operative accounts under their respective Customer ID. Borrower/s shall also allow Bank to automatically debit all the dues, including installment and charges, from their operative account(s), as and when a demand for installment and/or charges arises and/or installment/ repayment is due in the credit facility availed by Borrower/s.</p>																													
<p>A. Basis for classification of SMA categories shall be as follows:</p>																														
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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

Example for SMA / NPA Classification	<p>If due date of a loan account is March 31, 2021, and full dues are not received before the Bank runs the day-end process for this date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2021, i.e., upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021. Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021, and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021.</p> <p>However for different facilities example shall differ as per the RBI guidelines.</p>
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'Out of order' status:

Cash credit/Overdraft (CC/OD) account is classified as NPA if it is 'out of order'. An account shall be treated as 'out of order' if:

- The outstanding balance in the CC/OD account remains continuously in excess of the sanctioned limit/drawing power for 90 days, or
- The outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days, or the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but credits are not enough to cover the interest debited during the previous 90 days period.

<p>B. General Terms and conditions.</p>	<ol style="list-style-type: none"> 1. If the facility is not availed within 3 months from the date of sanction, it will be treated as cancelled without notice and the facility can be revalidated by the appropriate sanctioning authority only after reviewing the latest financial position of the party and appropriate charges will be levied for revalidation. 2. The bank shall be entitled to cancel undrawn portion of the facility any time during the subsistence of the credit facility agreement, for any reason whatsoever. 3. In the event of the Borrower's and/or any security provider's credit worthiness deteriorates or in the case of events of default as mentioned below or on signs of inherent weakness, the Bank shall be entitled to unconditionally cancel the facility. 4. The Bank shall have the right of set-off/ net off on the deposits of any kind and nature (including Fixed Deposits) held/balances lying in any account of the borrower and on any monies, securities, bonds and all other assets, documents, deeds and properties held by/under the control of the bank/their trustees or Agents (whether by way of security or otherwise pursuant to any contract entered /to be entered in to by the borrower in any capacity) to the extent of all outstanding dues, whatsoever, arising as a result of any of the Bank's services extended to and/or used by the Borrower and / or as a result of any other facilities that may be granted by the Bank to the borrower. The borrower also notes the banker's lien available to the Bank on the aforesaid assets. 5. The borrower agrees that the bank reserves the right to amend /add/alter any terms, after issuing 15 days prior notice to the borrower.
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	<ol style="list-style-type: none"> 6. Rate of interest may change subject to change in risk weight or regulatory requirements. Any slippage in rating will attract higher interest rate. 7. Creation/Modification/Satisfaction Charges with CERSAI shall be done as per the direction of Centralised CERSAI cell relating to Charges over immovable property by way of EM, Charges created by way of Registered Mortgage, Charges created by way of Mortgage (of any type) over Agriculture Land, charge created over Hypothecated Stock, Plant & Machinery, Book Debts/Receivables and Vehicles as well as other Intangible Assets 8. The securities hypothecated /pledged/mortgaged to the Bank should be insured for full value with bank clause. The insurance policy should be periodically renewed and charges to be borne by the borrower. Copy of the insurance policy to be submitted to Bank. 9. Bank will be having the right to share the details of the loan accounts with the empaneled collection agencies for follow up/collection of such accounts. 10. The concession offered shall be withdrawn with retrospective effect in the event of takeover of loans/credit facilities by other banks/Financial institutions and in such cases borrower shall be liable to pay interest/charges for the loan/credit facilities at the then prevailing rates with effect from the date of the sanction. 11. For Consortium/Multiple Banking Accounts: <ol style="list-style-type: none"> a. The Borrower shall keep the Bank informed of any fresh borrowing arrangement either secured or unsecured with any other Bank or financial institution. b. The Borrower is to submit stock and book debt statements as at the end of the month to the Leader of the Consortium, as per their timeframe. The borrower to comply with the stipulations of the consortium leader, if any, regarding submission of book-debt statement certified by CA. c. Goods received under DALC and guarantees are to be shown separately in the stock statement, the value of which is to be subtracted while arriving at D.P. d. The book debts for which Bills are purchased will not be reckoned for arriving at D.P. e. Hypothecation Board naming all the banks in the WC Consortium should be prominently displayed in all the godowns /business premises. f. The borrower shall submit a statement of limits, DP, balances enjoyed with all other member banks /FIs every month.
<p>C. Mandatory Covenants</p>	<ol style="list-style-type: none"> 1. In the event of default in repayment to the Bank or if cross default has occurred the Bank will have the right to appoint its nominee on the Board of Directors of the borrower to look after its interests. <i>(applicable only for corporate entities)</i> 2. In stressed situation or restructuring of debt, the regulatory guidelines provide for conversion of debt to equity. The Bank shall have the right to convert loan to equity or other capital in accordance with the regulatory guidelines. 3. Bank will have the right to examine at all times the borrower's books of accounts and to have the borrower's factories inspected, from time to time, by officer(s) of the Bank and / or qualified auditors and /or technical experts and or management consultants of the Bank's choice. Cost of such inspection shall be borne by the borrower. 4. After provision for tax and other statutory liabilities, unless expressly permitted otherwise, the Bank will have a first right on the profits of the borrower for repayment of amounts due to the Bank. 5. The borrower shall keep the Bank informed of the happening of any event likely to have a substantial effect on their profit or business: for instance, if, the monthly production or sales are substantially less than what had been indicated, the borrower shall immediately inform the Bank with explanations and the remedial steps taken and / or proposed to be taken. 6. Effect any change in the borrower's capital structure where the shareholding of the existing promoter(s) gets diluted below current level or 51% of the controlling stake (whichever is lower), without prior permission of the Bank - for which 60 days' prior notice shall be required. In case of limited liability partnerships and partnership firms 'promoters' would mean managing partners for the purposes of this covenant.

7. The borrower will utilise the funds for the purpose they have been lent. Any deviation will be dealt with as per RBI guidelines.
8. Promoter's shares in the borrowing entity should not be pledged to any Bank / NBFC / Institution without our consent.
9. Each of the following events will attract penal interest/ charges as applicable, at rates circulated from time to time, over and above the normal interest applicable in the account:
 - a) For the period of overdue interest/ installment in respect of Term Loans and over-drawings above the drawing power/ limit in Fund Based Working Capital accounts on account of interest / devolvement of Letters of Credit/ Bank Guarantee, insufficient stocks and receivables, etc.
 - b) Delay in submission of stock/book debts statements defined as number of days as decided by sanctioning authority/bank's policy.
 - c) Non-submission of Audited Balance Sheet within 8 months of closure of financial year.
 - d) Non-submission / delayed submission of QIS (for FBWC above Rs.10.00crs)/FFR, wherever stipulated, within due date
 - e) Non-submission of review / renewal data at least one month prior to due date.
 - f) Non-obtention of External credit risk rating from agency approved by RBI (**Applicable for accounts with total exposure above Rs.25.00crs**).
 - g) Having history of SMA 1 / SMA2 (including combined) more than 3 times in the last 12 months.
10. In case of default in repayment of the loan / advances or in the payment of the interest thereon or any of the agreed installments of the loan on due date(s) by the borrower, the Bank and / or the RBI will have an unqualified right to disclose or publish the borrower's name or the name of the borrower / unit and its directors / partners / proprietors as defaulters / willful defaulters in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit.
11. The Bank will have the right to share credit information as deemed appropriate with Credit Information Companies (CICs) or any other institution as approved by RBI from time to time.
12. The borrower should not induct into its Firm/Board a person whose name appears in the willful defaulters list of RBI / CICs. In case such a person is already on the Firm/Board of the borrower, it would take expeditious and effective steps for removal of that person from its Firm/Board with prior approval of the Bank. Nominee directors are excluded for this purpose.
13. Borrower to provide undertaking as follows that:
 - a) Borrower will not resort to trading in real estate by the finance availed from the bank and that they are agreeable to the bank exercising its right to withhold or withdraw the facility if found so and to charge a higher rate of interest than the existing rate on the balance outstanding.
 - b) Any changes in the management/constitution, takeovers/mergers etc shall be done only with the prior permission of the bank and any expansion, new project/investment/acquiring assets under lease/enter into borrowing arrangements will be done with prior consent of the bank.
 - c) Loans & advances received from close relatives/friends/Directors/promoters will be retained in the business during the subsistence of the credit facility/ies, for which necessary undertaking should also be provided as per Bank's direction.
 - d) Borrower shall abide by the RBI guidelines regarding opening and operating of current accounts.
 - e) Borrower shall submit Due Diligence certificate as per the periodicity prescribed by the Bank (*for companies with exposure Rs. 5.00 Crores and above*)
 - f) Borrower shall provide Legal Entity Identifier (LEI) number for the records of the Bank (*for borrowers with total exposure Rs. 5.00 crores and above*)
14. The borrower should maintain adequate books of accounts, as per applicable accounting practices and standards, which should correctly reflect its financial position and scale of operations and should not radically

	<p>change its accounting system without notice to the Bank.</p> <p>15. The borrower should submit to the Bank such financial statements as may be required by the Bank from time to time in addition to the set of such statements to be furnished by the borrower to the Bank as on the date of publication of the borrower's annual accounts.</p> <p>16. Borrower to submit/declare the following to the Bank:</p> <ol style="list-style-type: none"> a. Copies of latest Income Tax of the borrower/ partners of the borrower firm/ directors of the borrower company (who are guarantors) and the guarantor/s should be submitted to Bank. Undertaking letter certifying NIL statutory dues to be submitted by the borrower/auditor. b. In case of listed limited companies, the borrower shall submit Audited Financial Statements /Unaudited Financial Statements on quarterly/half yearly/annual basis, within one month from the date of publishing such financials. Unlisted companies/firms should furnish annual reports before the statutorily permitted time. Delayed submission of Audited Financial Statements beyond the statutorily permitted time will attract penal interest. c. The borrower to declare details of the godowns/premises where goods are stored/business is carried out. Stock lying in such locations are to be adequately insured. d. Borrower to provide UFCE (Unhedged Foreign Currency Exposure) Certificate on a quarterly basis. The same to be certified by CA at least once in a year.
<p>D. Mandatory Negative Covenants</p>	<ol style="list-style-type: none"> 1. In the event of default, or where signs of inherent weakness are apparent, the Bank shall have the right to securitise the assets charged and in the event of such securitisation, the Bank will suitably inform the Borrower(s) and guarantor(s). 2. The undernoted covenants will be subject to prior notice being given by the borrower and being agreed to by the Bank. If the Bank turns down the borrower's request but the latter still goes ahead, the Bank shall have the right to call up the facilities sanctioned: <ol style="list-style-type: none"> a. Formulate any scheme of amalgamation or reconstruction. b. Undertake any new project, implement any scheme of expansion/diversification or capital expenditure or acquired fixed assets (except normal replacements indicated in fund flow statement submitted to and approved by the bank) if such investment results into breach of financial covenants or diversion of working capital funds to financing of long-term assets. c. Invest by way of share capital in or lend or advance funds to or place deposits with any other concern (including group companies); normal trade credit or security deposits in the ordinary course of business or advances to employees can, however be extended. Such investment should not result in breach of financial covenants relating to TOL/Adj. TNW and current ratio agreed upon at the time of sanction. d. Enter into borrowing arrangement either secured or unsecured with any other bank, financial institution, company or otherwise or accept deposits which increases indebtedness beyond permitted limits, stipulated if any at the time of sanction. e. Undertake any guarantee or letter of comfort in the nature of guarantee on behalf of any other company (including group companies). f. Declare dividends for any year except out of profit relating to that year after making all due necessary provisions and provided further that such distribution may be permitted only if no event of default/ breach in financial covenant is subsisting in any repayment obligations to the Bank. g. Create any charge, lien or encumbrance over its undertaking or any part thereof in favour of any financial institution, bank, company, firm or persons. h. Sell, assign, mortgage or otherwise dispose of any of the fixed assets charged to the Bank. However, fixed assets to the extent of 5 % of Gross Block may be sold in any financial year provided such sale does not dilute FACR below minimum stipulated level (Not applicable for unsecured loans).

	<ul style="list-style-type: none"> i. Enter into any contractual obligation of a long term nature or which, in the reasonable assessment of the Bank, is detrimental to lender's interest, viz. acquisitions beyond the capability of borrower as determined by the present scale of operations or tangible net worth of the borrower/ net means of promoters etc., leveraged buyout etc. j. Change the practice with regard to remuneration of Directors by means of ordinary, remuneration or commission, scale of sitting fees etc. except where mandated by any legal or regulatory provisions. <i>(applicable only for corporate entities)</i> k. Undertake any trading activity other than the sale of products arising out of its own manufacturing operations, (Not applicable incase finance is for trading activity only). l. Permit any transfer of the controlling interest or make any drastic change in the management set-up including resignation of promoter directors. m. Repay monies brought in by the Promoters/ Directors /Principal shareholders and their friends and relatives byway of deposits/ loans/ advances. Further, the rate of interest, if any, payable on such deposits/ loans/ advances should be lower than the rate of interest charged by the Bank on its own term loan and payment of such interest will be subject to regular repayment of installments to term loans granted/ deferred payment guarantees executed by the Bank or other repayment obligations, if any, due from the borrower to the Bank. n. The borrower shall keep the Bank advised of any circumstance adversely affecting the financial position of subsidiaries / group companies or companies in which it has invested, including any action taken by any creditor against the said companies legally or otherwise. <i>(applicable only for corporate entities)</i>. o. The borrower shall deal with our bank / banks under consortium / multiple banking arrangement exclusively, shall not open current account/s with any other bank without our prior permission. The borrower's entire business relating to their activity including deposits, remittance, bills/ cheque purchase, non- fund based transactions including LCs and BGs, Forex transactions, merchant banking, any interest rate or currency hedging business etc. should be restricted only to the financing banks under consortium / multiple banking arrangement. p. No commission to be paid by the borrowers to the guarantors for guaranteeing the credit facilities sanctioned by the Bank to the borrowers. q. Approach capital market for mobilizing additional resources either in the form of debt or equity. r. Fund Based Limits both in Working Capital and Term Loan, will be regulated through Escrow Mechanism as agreed among banks to avoid any kind of diversion of funds.
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<p>E. Undertakings & Financial Covenants (applicable only for NBFCs)</p>	<p>The company shall undertake the following:</p> <ol style="list-style-type: none"> 1. That KYC norms of the clients who are recipients of on -lent fund will be ensured. 2. That the on-lent advances will be in compliance with internal norms of the NBFC as well as external regulatory guidelines 3. That it has complied with all the prudential guidelines stipulated by RBI for compliance with regard to CRAR, SLR etc 4. That the documents in respect of on lent advances have no defects affecting the interest of our bank adversely. 5. That to submit quarterly CA certificate, certifying the compliance of all the RBI guidelines before 15th of the following month. 6. That none of its directors are related to any Senior Officials/director of our bank or other bank. 7. That none of its director name is appearing in the ECGC SAL, and RBI defaulters' /wilful defaulters' list. 8. That the Cash credit limit shall not be diverted for payment of overdue instalments under term loans and meeting acquisition cost of additional fixed assets etc. 9. On lending activity of the company are being done in accordance RBI guidelines from time to time.
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	<p>10. Will not resort to trading in real estate by the finance availed from the bank and are agreeable to the bank exercising its right to withhold or withdraw the facility if found so and to charge a higher rate of interest than the existing rate on the balance outstanding.</p> <p>11. Any changes in the constitution, takeovers/mergers etc shall be done only with the prior permission of the bank and any expansion, new project/ investment/ acquiring assets under lease/ entering into borrowing arrangements without security dilution - will be done with prior intimation to the bank.</p> <p>12. Loans & advances received from close relatives/friends/Directors/promoters will be retained in the business during the subsistence of the credit facility/ies, for which necessary undertaking to be submitted from those concerned.</p> <p>13. That loan will be specifically utilized for the purpose as specified in the CAL and not for the following purposes:</p> <ol style="list-style-type: none"> a) On capital market activities including subscription/purchase of shares b) Bills discounted/rediscounted by NBFCs. c) Repayment of dues of promoters/group companies d) Investments in company, both of current and long term nature in any company/entity by way of shares, debentures etc. e) Unsecured loans/inter-corporate deposits of NBFCs to /in any company f) All types of loans and advances by NBFCs to their subsidiaries group companies/entities g) Finance to NBFCs for further lending to individuals subscribing to initial public offers (IPOs). h) Further lending to individuals for subscribing to IPOs i) In real estate business activities j) Any other speculative business <p>INSURANCE Company to ensure that all underlying assets of receivables are adequately insured and valid policies in this regard are on their record wherever applicable. Company to submit a CA certificate once in a year confirming adequacy of insurance cover for the assets financed by it.</p>
<p>F. Representations and Warranties</p>	<p>In addition to the representations and warranties which are customary to a facility of this nature, the following representations/warranties to be provided by the obligors: -</p> <ol style="list-style-type: none"> i. It has the power and authority to execute the Financing Document. ii. It is in compliance with all applicable laws and has obtained all clearances and authorizations. iii. The execution and performance of the financing documents do not conflict any other agreements / applicable laws/its constitutional documents. iv. No event of default has occurred or will occur upon execution of / disbursement under the financing documents. v. All information provided to the Lenders is true and correct. vi. The financial statements delivered to the Lenders are its most recent and prepared in accordance with applicable laws and generally acceptable accounting principles. vii. No litigation / arbitration proceedings exist which will have a material adverse effect. viii. It does not have any right of immunity from legal proceedings or under contract ix. No action has been taken (voluntary or involuntary) for its liquidation / insolvency, including under the Insolvency and Bankruptcy Code, 2016. x. It has good and marketable title to its assets over which Security is to be created. xi. No material adverse effect exists. xii. It is not a willful defaulter with any bank/financial institution. xiii. All its arrangements with third parties are on arm length basis. xiv. No director of the Lenders is a director, manager, managing agent, employee or guarantor of the Borrower, or of a subsidiary or holding company or other group companies of the Borrower or holds substantial interest, in the Borrower or a subsidiary or the holding company or any other group company of the Borrower. No directors / relative of any other banks or financial institutions holds substantial interest or is interested as director or as a guarantor of the Borrower. xv. The Mortgagor is the absolute owner of the Scheduled Properties and that the Mortgagor has marketable title thereto and that save and except the charge created in favour of the Bank under these presents, there is no mortgage, charge, lien or other encumbrance or attachment on the

	<p>Scheduled Properties or any part or parts thereof in favour of any Government, or the Income-tax Department, or any other Government Department, or any other person, firm or company, body corporate or society or entity whatsoever.</p> <p>xvi. In case the Borrower being a limited liability partnership, the Borrower confirms that the Bank has sanctioned the Loan to the Borrower by relying upon inter alia the provisions of section 33(2) of the Limited Liability Partnership Act, 2008 and in the event that any modification is carried out by the Borrower in the LLP Agreement without notice to the Bank, the Bank would enforce the obligations of the Borrower and the partners against each of the partners in their individual capacity.</p> <p>xvii. The Borrower shall not, in case the Borrower being a partnership firm, change the composition of its partners;</p> <p>xviii. Except to the extent disclosed to the Bank: (i) all the Borrower's contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arms' length basis;</p> <p>xix. Where the Borrower is an individual, he/ she is not a director or specified near relation of a director of a banking company;</p> <p>xx. Where the Borrower is a partnership firm/HUF/limited liability partnership firm, none of the partners or members of the HUF is a director or specified near relation of a director of a banking company; and</p> <p>xxi. where the Borrower is a joint stock company, none of its directors, is a director or specified near relation of a director of a banking company;</p> <p>xxii. Where the Borrower is an individual, that he/ she is not a specified near relation to any senior officer of the Bank,</p> <p>xxiii. Where the Borrower is a partnership firm/HUF/limited liability partnership firm, none of the partners or members of the HUF, is a specified near relation of any senior officer of the Bank, and</p> <p>xxiv. where the Borrower is a joint stock company, none of its directors, is a specified near relation of any senior officer of the Bank</p> <p>xxv. The Borrower shall not, during the tenure of this Agreement, avail of or obtain any further loan or facility on the security of the Property without the prior written consent of the Bank.</p> <p>xxvi. The Borrower acknowledges and accepts the rates of interest and its calculation method, other fees, charges and all other amounts payable as per the terms of this Agreement as reasonable and the Borrower has understood the meaning of each terms and financial implications, amounts payable and liabilities and obligations created under this Agreement.</p>
<p>G. Special conditions with regard to Stock & Book Debt Audit, wherever applicable</p>	<ol style="list-style-type: none"> 1. Stock & Book Debt Audit is to be conducted in the account periodically as mentioned in PART A. In addition, if the Bank orders that a Stock & Book Debt audit need to be conducted, at any point of time, Stock & Book Debt audit shall be conducted as per such direction. The bank reserves its right to change the periodicity of conducting the Stock & Book Debt audit from time to time. 2. In case the Stock & Book Debt audit report is not arranged for lack of Borrower co-operation, within one month of due date in any accounts, where we are the sole bankers or leader of consortium, 2% additional interest (ie. ROI to be increased by 2%) shall be charged by the bank, till the review of such Stock & Book Debt audit. 3. In any Stock & Book Debt audit report, if there is fall in DP, the borrower has to regularize the account within 30 days. If the same is not done by the borrower, additional 2% interest will be charged after 30 days, for the account and DP will be reduced to the revised DP calculated by the bank as per the stock & book debt audit report. 4. Bank is at liberty to impose other corrective measures like restrictions in issuance of fresh Packing Credit/LC/BG/Bill Discounting Facility, Sanctioning TOD/Adhoc/Temporary Enhancement, restrictions on withdrawals from the accounts or implementation of cutbacks from account credits to reduce the limit in the account etc. 5. Bank also reserves its right to recall the account and start recovery measures, wherever there is fall in DP as per stock/book debt audit review of the bank.

<p>H. Event of Default and Remedies</p>	<p>Customary to financing of this nature including but not limited to the following: -</p> <ul style="list-style-type: none"> • Payment Default (except in case the delay is on account of technical, administrative or system issues, if not cured within 7 business days) • Lenders reserve the right to declare an event of default in case of adverse deviation by more than 20% in Financial Covenants on 2 consecutive testing dates, if not cured within 30 days; • Breach of any terms other than Financial Covenants or payment default under this Facility, if not cured within 30 days. • Failure to creation and/or to perfect security within stipulated timelines or such as permitted by the lender. • If in the opinion of the lender(s), the security provided is in jeopardy or ceases to have effect. • 'The death, insolvency, failure in business, commission of an act of bankruptcy, order for winding up, dissolution (in case of partnership firms), general assignment for the benefit of creditors, if the Borrower suspends payment to any creditors and/or the Borrower threatening to do so and/or the filing of any petition in bankruptcy/winding up/dissolution of by, or against the Borrower and the same is not withdrawn within 30 days of being admitted. Any Representations, Warranties etc. herein being found to be or becoming incorrect or untrue; • If the Borrower fails to create the Security as provided herein or if the Property is destroyed, sold, disposed of, charged, encumbered, alienated, attached or restrained in any manner or if the value of the Property or any Security created or tendered by the Borrower, in the sole discretion and decision of the Bank, depreciates entitling the Bank to call for further security and the Borrower fails to give additional security; • If any consent, authorization, approval or license of or registration with or declaration to governmental or public registration with or declaration to governmental or public bodies or authorities required by the Borrower in connection with the execution, delivery, validity, enforceability or admissibility in evidence of this Agreement or the performance by the Borrower of its obligations hereunder is modified in a manner unacceptable to the Bank or is not granted or revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect; • Failure to comply with any representation or warranty subject to agreed remedy periods if capable of remedy; • If any event occurs or any circumstances arises which, in the lender's sole opinion, gives reasonable ground for believing that the company may not be able to perform or comply with any one or more of the obligations hereunder, or in the event of any change in the applicable laws, it becomes unlawful for the borrower for the parent to perform its obligations as contemplated in the facility. • Any event, notified by the lender-which is likely to constitute Material adverse change. Material adverse change that shall have occurred (i) in the condition, financial or otherwise, prospect or operations of the borrower or any subsidiaries or affiliates, present or future. or (ii) which may, in the sole opinion of the lender adversely affect the repayment of the facility amount • Cross default – If there is a default, even after cure period, in any other loan agreement of the Borrower or the Parent on account of non-payment of dues; • Any material adverse change occurs in the financial condition, results of operation or business of the Borrower or Parent affecting its ability to perform its obligations under this Facility; • Revocation, termination or suspension of a material licenses of the borrower. <p>Cross Default is defined as under: -</p> <ul style="list-style-type: none"> ✓ Default by the borrower to any lender under consortium/multiple banking arrangement. ✓ Default by the borrower's associate/sister concern/subsidiary to our bank/any other bank. <p>Further cross default would be deemed to have occurred if the default is not cured within 30 days to the satisfaction of the lenders.</p>
<p>I. Consequences of an event of default</p>	<p>In addition to the other rights upon an Event of Default the Lender(s) shall have the right to take one or more of the following actions: -</p> <ol style="list-style-type: none"> 1. Renegotiate sanction terms and including but not limited to increasing collateral cover/cash margin and/or levying penal rate.

	<ol style="list-style-type: none"> 2. Accelerate maturity of the facility and demand immediate repayment of outstanding amount. 3. Enforce Security 4. Declare the commitments to be cancelled or suspended. 5. Exercise any other right that the lender may have under the financing and security documents. 6. Lender(s) shall have the right to appoint nominee director or observer. 7. Any other action as deemed fit. 												
<p>J. Compliance to Tax legislations:</p>	<ol style="list-style-type: none"> a) Borrower shall apply for and obtain the necessary Certificate/Certificates and permissions under Section 281(1) of the Income Tax Act, 1961 or any other applicable law and/or any other certificate that may be necessary and all other deeds and documents and for the purpose of the equitable or any other form or type of mortgage, to appear for and on behalf of me/us before the concerned authorities and pay and discharge all liabilities if any and reimburse all such sums so paid or debit such amounts to my/our account carrying interest at stipulated rates. b) The Borrower hereby certifies that he/it/they have declared his/its/their status as per the rules applicable under section 285BA of the Income Tax Act, 1961 (the Act) as notified by Central Board of Direct Taxes (CBDT) in this regard. <p>“Material Adverse Effect” shall mean the effect or consequence of an event or circumstance which in the opinion of the Lenders is or likely to have a material and adverse effect on:</p> <ol style="list-style-type: none"> a) its financial condition, business or operation; b) its ability to perform its obligations or exercise its rights under the financing documents; or c) the validity or enforceability of any of the financing documents. 												
<p>K. Information Utility</p>	<p>The Borrower shall confirm and agree that the Lender shall also be entitled to disclose information, to any person as maybe required/ specified by applicable laws including but not limited to consent for disclosure of information to Information Utilities set up pursuant to the Insolvency and Bankruptcy Code, 2016. The disclosure as stated above may be made/ released in any form (including electronic, media) with such details (including photographs) as may be deemed fit by Lender. The Charges as applicable shall be borne by the Borrowers.</p>												
<p>L. Other charges as may be specified from time to time by the Bank</p>	<p>In addition to the charges mentioned in PART A, Goods and Services Tax (GST) / other taxes if any, payable shall be borne by the Borrower. Charges may be revised by the Bank as and when deemed necessary.</p> <p>All other expenses such as (i) Fees payable to Advocate for title deed scrutiny & Legal Audit (ii) Fee payable to the Expert Valuer of secured assets (iii) Charges incurred for obtaining Search Reports/EC (iv) CERSAI charges, (v) NeSL charges etc. shall be reimbursed to the Bank on actual basis.</p>												
<p>M. Commitment Charges for un-utilised portion of funded working capital limits above Rs. 1.00crs on a quarterly basis as per the following utilisation parameters are specified as :</p>	<table border="1" data-bbox="584 1435 1489 1861"> <thead> <tr> <th>SI No</th> <th>Norms</th> <th>Commitment charge</th> </tr> </thead> <tbody> <tr> <td>i</td> <td>Average quarterly utilisation of 75% and above:</td> <td>Nil</td> </tr> <tr> <td>ii</td> <td>For borrowers having aggregate fund based working capital limit in the banking system above Rs.1.00crs to below Rs. 100.00Cr and average quarterly utilisation of limit is below 75% of the limit</td> <td>0.025 % per quarter for the unavailed portion.</td> </tr> <tr> <td>iii</td> <td>For borrowers having aggregate fund based working capital limit of Rs. 100.00 Cr. and above in the banking system and average quarterly utilisation of limit is below 75% of the limit</td> <td>0.10 % per quarter for the unavailed portion.</td> </tr> </tbody> </table> <ol style="list-style-type: none"> a. Commitment charges will be over and above Penal interest charged if any. b. No waiver and/or refund of commitment charges will be allowed. c. Commitment charges will be over and above Penal interest charged if any. d. Commitment charges are not applicable for OD against deposit. 	SI No	Norms	Commitment charge	i	Average quarterly utilisation of 75% and above:	Nil	ii	For borrowers having aggregate fund based working capital limit in the banking system above Rs.1.00crs to below Rs. 100.00Cr and average quarterly utilisation of limit is below 75% of the limit	0.025 % per quarter for the unavailed portion.	iii	For borrowers having aggregate fund based working capital limit of Rs. 100.00 Cr. and above in the banking system and average quarterly utilisation of limit is below 75% of the limit	0.10 % per quarter for the unavailed portion.
SI No	Norms	Commitment charge											
i	Average quarterly utilisation of 75% and above:	Nil											
ii	For borrowers having aggregate fund based working capital limit in the banking system above Rs.1.00crs to below Rs. 100.00Cr and average quarterly utilisation of limit is below 75% of the limit	0.025 % per quarter for the unavailed portion.											
iii	For borrowers having aggregate fund based working capital limit of Rs. 100.00 Cr. and above in the banking system and average quarterly utilisation of limit is below 75% of the limit	0.10 % per quarter for the unavailed portion.											

e. The operative limit shall be determined by QIS statement No I or the monthly cash budget, wherever QIS/cash budget is available; else based on the sanctioned limit/DP whichever is less.
Commitment charges will not be applicable to sick/weak units, Export credits, Inland bill limits, limits sanctioned to commercial banks and cooperative banks, including land development banks.

Cash Handling Charges

Categorisation	Free Limit [wef 01.07.2022] Limit is calculated as aggregate of free limit of all accounts under a customer id	Charges
SB Accounts (Individuals & HUF, SIB FIZA)	Remittance during first month of account opening : FREE OF CHARGE. Second month onwards: 10 times of Average Monthly Balance of Previous Month with a minimum limit cap of Rs. 1.00 Lakh and maximum limit of Rs. 20.00 Lakh.	Rs.300/Lakh (Min Rs.50/Tran)+ GST
Savings Bank Account (Other than Individuals & HUF)	Remittance during first month of account opening : FREE OF CHARGE. Second month onwards: 10 times of Average Monthly Balance of Previous Month with a maximum limit of Rs. 40.00 Lakh.	
Savings Bank Account (NRO)	Rs. 15.00 lakhs / month	
All Current Accounts (Excluding Traders Smart & Financial Institutions)	FREE up to 15 times of Average Monthly Balance of Previous Month with a minimum limit cap of Rs. 3.00 Lakhs and maximum limit of Rs.4.00 Cr	Rs.375/Lakh (Min Rs.50/Tran)+ GST
Current Account (Trader's Smart)	FREE up to 15 times Average Monthly Balance of previous month with a maximum limit of cap of Rs. 4.00 Cr	
All other CD Accounts (By Banks/NBFCs/Nidhi /Kuri Co etc-where financial service is line of activity)	FREE up to 8 times of Average Monthly Balance of Previous Month with a maximum limit cap of Rs. 2.00 Cr **For cash remittance in NBFC accounts post lunch session , additional cash handling charge of Rs.100/ Lakh + GST will be charged even if remitted amount falls within free limit available to account.[Remittance through CDMs exempted]	
Working Capital Limits (OD /CC accounts other than by Banks/NBFCs/ Nidhi / Kuri Co etcwhere financial service is line of activity)	a) Rs.3.00 Lakh/month b) Amount Equal to 50.00 % of Average working capital Utilization of Previous month. c) For Limits above Rs. 10.00 Crore monthly cap will be Rs. 5.00 Crore	Rs. 150/ Lakhs (Min Rs.50/ Tran)+ GST
Working Capital Limits (OD/CC by Banks/NBFCs/Nidhi / Kuri Co etc-where financial service is line of activity)	a) Amount Equal to 10.00% of Average Monthly Debit Balance in account during previous month. b) For Limits above Rs. 30.00 Crores monthly cap will be Rs. 3.00 Crores. For cash remittance in NBFC accounts post lunch session, additional cash handling + GST charge of Rs.100/ Lakh+GST will be charged even if remitted amount falls within	

	free limit available to account.[Remittance through CDMs exempted]		
SMALL DENOMINATION NOTES / COINS (Rupees 50,20,10,5,2,1 currency notes and coins)			
Small Denomination Notes/Coins	Free limit: 100 coins / small notes per day		
	Above Free Limit: Rs.10+GST per packet or proportionate thereof		
REMITTANCE THROUGH CASH DEPOSIT MACHINE			
Free limit calculation and Charges [wef 01.07.2022]			
	Remittance through branch	Remittance through CDM during banking hours**	Remittance through CDM after banking hours
Free limit calculation	Existing free limit - Remitted amount	Existing free limit - Remitted amount	Existing free limit - Remitted amount
Charge*	As per account category	1/2 of charges applicable as per account category	As per account category+ Rs.30/Tran
* Charge as specified by NPCI applicable for ICD			
**Not applicable for Banks / NBFCs etc. where financial service is the line of activity			