

## Trade Booklet – Entities

	No.	Document Name	Applicable For	Stamp Duty
Common Documents	1.	Facility Agreement	All	Yes – As per the applicable Stamp Duty
Facility Documents	2.	Guarantee and Memorandum of Pledge	Mutual Funds / Bonds/ FMPs	Yes – As per the applicable Stamp Duty
	3.	Deed of Hypothecation	Stock and Book Debts / Fixed Assets	Yes – As per the applicable Stamp Duty + INR 300 on the Power of Attorney (Schedule II)
	4.	Letter of Set off - Borrower	Fixed Deposits	Yes – As per the applicable Stamp Duty
Common Documents	5.	Letter of Set off – 3rd Party	Fixed Deposits	Yes – As per the applicable Stamp Duty
	6.	Personal Guarantee	All	Yes – As per the applicable Stamp Duty, to be notarised
	7.	Signature Card	All	Not Applicable

## Facility Agreement

Private and Confidential  
(for all facilities)

Place:

Date:

\_\_\_\_\_  
(Name of the Borrower/ s)

\_\_\_\_\_  
(Address of the Borrower/ s)

\_\_\_\_\_  
("Borrower/ s")

Attn :

\_\_\_\_\_  
Dear Customer

The Bank is pleased to offer the Borrower/ s described above, one or more of the following facilities (the "Facilities") on the terms and conditions set out in this letter as amended from time to time ("Facility Letter"/ "Agreement") which shall be read in conjunction with the Sanction Letter (as defined below) dated \_\_\_\_\_, General Business Conditions of the Bank, and any security or other documents executed in relation to the Facilities.

### 1. Definitions

In this Agreement the capitalised terms shall be ascribed the following meaning:

1.1 Availability Period has the meaning ascribed to it in clause 3 of this Agreement.

1.2 Bank means Deutsche Bank AG, a corporation duly organised and existing under the laws of Federal Republic of Germany and herein represented through its \_\_\_\_\_  
Branch in India located at \_\_\_\_\_  
and shall include its successors and assigns.

1.3 Borrower means the entity/ entities, whose name/ s is/ are stated above as Borrower/ s availing one or more Facilities from the Bank in terms hereof and such entity being;

- a) One or more individual(s): each one of them deemed to have made this Agreement individually and all of them agreed to obligations hereunder jointly and severally and the term Borrower shall include heirs, executors, administrators and legal representatives of each of them,
- b) A Proprietary Firm: the person whose name is stated in the schedule for signatures below as proprietor and the term Borrower shall include heirs, executors, administrators and legal representatives of the proprietor.
- c) A partnership firm: the firm and the persons whose names are stated in the schedule for signatures below as Partners collectively and the term Borrower shall include the firm's successors and partner or partners for the time being of the firm and the survivor

or survivors among them and the heirs, executors, administrators, legal representatives of each one of them.

d) A limited company, the Borrower shall include its successors and administrators and any director/ s or promoters who have guaranteed the Facility/ ies.

1.4 Business Day means a day (other than Sunday or a public holiday or a day on which the payment and settlement systems in Mumbai or the concerned branch of the Bank are not open) on which banks are open for general business in Mumbai or the location in which the concerned branch of the Bank is located.

1.5 Facilities mean any one or more Facilities described in the Sanction Letter.

1.6 Sanction Letter means the Bank's letter to the Borrower, copy of which is annexed hereto, stating salient features of the Facility/ ies and in case there are more than one, each of them read consequentially and shall include any other letter or communication addressed by the Bank to the Borrower in relation to the Facility/ ies from time to time.

1.7 Security and Support Documents: as described in the Sanction Letter.

1.8 Security Provider: as described in the Sanction Letter.

1.9 General Business Conditions: mean the General Business Conditions of the Bank governing the business relationship between the Bank and its customer(s).

#### Interpretation

All headings under this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of provisions of this Agreement. The Annexure(s) to this Agreement, the Sanction Letter and the General Business Conditions shall be read and construed as an integral part of this Agreement. In the event of a conflict between the terms of this Agreement and General Business Conditions of the Bank, the terms of this Agreement shall prevail. In the event of any conflict between this Agreement and the Sanction Letter, the provisions of Sanction Letter shall prevail. Capitalised terms used but not defined herein shall be ascribed the same meaning ascribed to them in the Sanction Letter.

#### 2. Purpose:

The Facilities shall be used for the purposes specified in the duly signed request/ application form submitted by the Borrower and indicated in the Sanction Letter which shall at all times be in accordance with applicable laws, rules, regulations, circulars, notifications and guidelines issued by government authorities and regulators including Reserve Bank of India, from time to time.

#### 3. Availability Period:

The Facilities are uncommitted in nature and shall be available in accordance with maximum limits of availability period as stipulated by RBI. Notwithstanding anything to the contrary stipulated in the Sanction Letter or any other instrument entered into between the Bank and the Borrower/ s, the Facilities or any part thereof may be cancelled by the Bank at its sole discretion without requiring the Bank to give any prior written notice and also without having to assign any reason thereof and regardless of whether an Event of Default (as defined hereinafter) has occurred. In such event, the Borrower (or any third party, if applicable) shall if so required by the Bank, repay/ discharge the Facilities and/ or pay to the Bank an aggregate amount equal to the amounts then outstanding under the Facilities (together with accrued interest, commission, costs, charges and expenses and all other moneys whatsoever due owing and payable by the Borrower to the Bank there

#### 4. Covenants:

##### 4.1 General

The Borrower hereby covenants and undertakes with the Bank that so long as any sum remains to be lent or is outstanding under this Agreement and/ or the Facilities, the Borrower shall, and shall agree and confirm (as may be applicable):

- (i) Promptly deliver to the Bank such information about its business, assets and financial condition as it may require;
- (ii) Furnish to the Bank as soon as possible and in any event not later than 180 days after the close of each financial year an originally signed or certified true copy of the Borrower's audited balance sheet together with the profit and loss statements and a breakdown of all current debtors and creditors;
- (iii) That the payment obligations under this Agreement and/ or the Facilities will at all times rank at least pari passu with the Borrower's all other present and future unsecured and unsubordinated indebtedness;
- (iv) Not to without prior written consent of the Bank (a) diversify or change the line of business; (b) change or allow to be changed the ownership structure of the Borrower including change in ownership of promoters, directors and principal shareholders; (c) do any act or deed or a combination of such acts and deeds which has the effect of diluting the holding (as of the date of this Agreement) of the promoters in the Borrower; (d) issue further capital or raise loans; (e) use the Borrower's funds towards unrelated activities; (f) invest the Borrower's funds in shares, debentures, deposits or other instruments in an entity other than the Borrower; (g) pay dividend or distribute or withdraw profits; (h) enter into an agreement or compromise with the creditors or shareholders or merger or amalgamation, consolidation, restructuring, or sell of its unit or major property; (i) withdraw or allow to be withdrawn any monies brought in by the promoters or directors of the Borrower; (j) borrow or obtain facilities of any description from any other bank or other credit provider or enter into any hire purchase agreement; (k) amend or alter any of the provisions in the Memorandum and Articles of Association of the Borrower/ Security Provider; or (l) open any other account with any other bank; or (m) closure of its business or (n) change in constitution of the Borrower .
- (v) Give the Bank access and accord the Bank all necessary assistance to inspect goods financed out of the proceeds of the Facilities;
- (vi) Furnish the Bank on a regular basis (a) operating statements (b) statement of stocks and book debts, and; (c) Insurance Policy duly endorsed in Bank's favour, covering the value of assets (100%), hypothecated/ mortgaged to the Bank, at such frequency and on such dates as advised by the Bank in writing.
- (vii) Without prejudice to any other rights of the Bank, the Borrower acknowledges and understands that the Bank reserves the right to refuse, discontinue or terminate the Facility at any point of time, if the same is not in accordance with or otherwise in breach of terms and conditions of this Facility or applicable laws, rules, regulations, circulars, notifications or guidelines issued by any regulatory body (including Reserve Bank of India) or Government of India or internal compliance policies of the Bank. Any loss resulting from such refusal or termination of any Facility or related transaction by the Bank shall be borne by the Borrower and the Bank shall not be held liable in this regard in any manner whatsoever.
- (viii) Pay the Bank such fees specified in the Sanction Letter and/ or this agreement.
- (ix) Comply with all terms and conditions and fulfill all the obligations as set out in the Security and Support Documents and any agreements or deeds supplemental thereto.
- (x) The covenants and undertakings made, security created, guarantees extended under or pursuant to this Agreement shall operate as continuing and interchangeable security so as to cover for the entire liability of the Borrower under the Facility and the ultimate liability of the Borrower under the Facility irrespective of opening or closing of one or more accounts under the Facility or one or more accounts under the Facility having come into the zero credit balance intermittently.
- (xi) To forthwith notify the Bank upon (a) the Borrower's breach or non compliance with any agreement or notice, order, decree, award or any other decision or instruction of a government authority or body; (b) receiving a notice in relation to liquidation, winding up or any other action which may adversely impact the existence of the Borrower; and (c) any other event likely to adversely impact the business of the Borrower.

- (xi) To forthwith notify the Bank upon (a) the Borrower's breach or non compliance with any agreement or notice, order, decree, award or any other decision or instruction of a government authority or body; (b) receiving a notice in relation to liquidation, winding up or any other action which may adversely impact the existence of the Borrower; and (c) any other event likely to adversely impact the business of the Borrower.
- (xii) Ensure that the Security created by the Borrower in relation to any one or more Facilities shall automatically stand extended to cover and always be available to the Bank as a security for any and all other facilities and as security for any amount payable by the Borrower to the Bank including but not limited to by way of principal, interest, costs, fees, commission, charges and expenses and the Borrower irrevocably undertakes to create and tender such further documents as may be required by the Bank.
- (xiii) The rights, powers and remedies given to the Bank by this Agreement and any Security and Support Document, shall be in addition to all rights, powers and remedies given to the Bank by virtue of any other security, statute, or rule of law. The Bank may exercise a banker's lien or right of set-off with respect to any obligation of the Borrower to the Bank in the same manner as if the obligation were unsecured and shall have a lien on all property or securities of the Borrower in the Bank's possession or custody whether for safe-keeping or otherwise. Without prejudice to what is stated hereinabove, the Borrower hereby expressly agrees and confirms that in the event of the Borrower failing to pay the outstanding amount of the said Facility, in addition to any general or specific lien to which the Bank may be entitled by law, the Bank shall, without prejudice to any of its specific rights under this Agreement, be at liberty to apply any other money or amounts standing to the credit of the Borrower in any account (including fixed deposit account) with the Bank in or towards repayment of the outstanding amount of the said Facility, without notice to the Borrower, on happening of any Event of Default or if upon demand by the Bank the said dues are not repaid within the prescribed time. In case of any deficit, the deficit amount may be recovered by the Bank from the Borrower.
- (xiv) That it is the sole responsibility of the Borrower to keep itself/ themselves informed of any changes, updates or modifications to any statute, regulation, notification, circular, ordinance, requirement, direction or guidelines or any other action or requirement of any Government Authority.
- (xv) Indemnify and agree to keep the Bank indemnified and harmless against any claim, loss, damage, actions, costs, charges and expenses whatsoever which may be brought against or suffered or incurred by the Bank (and whether paid by the Bank or not) or for which the Bank may become liable under or in respect of guarantees, indemnities (or any similar undertaking or obligation) issued by the Bank or drafts or documents negotiated (or received for collection) by the Bank on behalf of the Borrower for any reason whatsoever (including without limitation delay in handling or loss of documentation in the hands of the Bank, such documents being or being claimed as fraudulent) and notwithstanding any dispute between the Borrower and any party other than the Bank.
- (xvi) To irrevocably and unconditionally undertakes to make good to the Bank without demur, delay or contest on the first demand by the Bank the amount which the Bank is called upon to pay under a guarantee issued by the Bank, a bill negotiated by the Bank or any obligation assumed by the Bank for the Borrower under the Facilities, and whenever called upon by the Bank to do so, the Borrower shall deposit and keep deposited with the Bank such sum or sums of monies as may be required to be held by the Bank as margin against all claims arising under any guarantees, until all the guarantees are cancelled, discharged and returned to the Bank.
- (xvii) The Bank shall be entitled in its absolute and unfettered discretion to make payment of the whole or any part of the amount/ s demanded on a guarantee issued by the Bank, a bill negotiated by the Bank or any obligations assumed by the Bank for the Borrower under the Facilities as may be called up by a beneficiary, holder or any other party entitled to demand such payment without going into the question of the validity, propriety or the legality of the said demand and without any reference to the Borrower and notwithstanding any directions from the Borrower not to pay as also notwithstanding any dispute between the Borrower and any party other than the Bank and that the Borrower shall be bound by and not question or dispute such payment by the Bank.
- (xviii) The Bank shall be entitled to extend the period of any guarantee (or similar undertaking) issued by the Bank under the Facilities without reference to the Borrower (and so also after the expiry of the then prevailing validity dated), if the Bank has undertaking to do so in the original or earlier guarantee (or similar undertaking) issued by the Bank and such extension shall be deemed and construed to have been made at the request of the Borrower.

- (xix) The Bank may in its sole discretion and without reference to the Borrower and without the Bank being required to ascertain whether or not there was any breach on the part of the Borrower of the contract between the Borrower and the beneficiary in whose favor the guarantees and/ or indemnities are or were executed by the Bank and without the Bank being required to go into the validity or otherwise of the demand for payment made against the Bank and notwithstanding any directions to the contrary, given by the Borrower or any other person, on the ground of a dispute if any, as to the liability of the Borrower or otherwise admit or compromise and pay or submit to arbitration or dispute or resist any claim or demand made against the Bank under or in respect of such guarantees and indemnities; this counter indemnity/ guarantee contained herein of the Borrower is available to the Bank in respect of any action or payment, which the Bank may take or make.
- (xx) In the event of any payment being made by the Bank pursuant to any bill negotiated for the Borrower by the Bank under a letter of credit, guarantee/ indemnity issued by the Bank on behalf of the Borrower, the Bank, without prejudice to any other remedy it may have shall be entitled to debit the said payment to any account of the Borrower opened/ to be opened with the Bank and all such amounts unless adjusted against any cash margin available and properly applicable to the said letter of credit, guarantee/ indemnity shall also be charged with interest as applicable to the account in which they are debited as provided herein above.
- (xxi) The Borrower understands that the Bank shall also enjoy In relation to the negotiation of foreign bills under letter of credit, rights and remedies conferred upon the Bank under the current UCP guidelines and as amended from time to time.
- (xxii) The Borrower understands and agrees that the Bank shall be entitled to, in case of any amount outstanding in foreign currency not being paid when due by the Borrower (or on the date of return of the drafts or documents dishonored and unpaid), crystallise such amount by converting it in Indian Rupees at the then prevailing exchange rate appropriate to the underlying transaction and the Borrower shall thereafter be liable to such converted amount in Indian Rupees in place of the original amount in foreign currency.
- (xxiii) It will not induct, on its board, a promoter or director of a company which has been identified as a 'Willful Defaulter' for the purposes of the Master Circular on Willful Defaulters issued by the RBI from time to time. If any Obligor's board contains a promoter or director of a 'Willful Defaulter', such Obligor will, immediately on becoming aware of the same, take expeditious and effective steps for removal of such person from its board.
- (xxiv) Bank reserves the right to offer fungibility between various facilities to the borrower on explicit request or otherwise in order to facilitate regular transactions. These facilities may be beyond those mentioned in the sanction letter. The Bank also reserves the right to open and debit an overdraft/ Cash Credit account linked to the Borrower's facility/ operative account to fulfill any or all of its outstanding obligation to the Bank.
- (xxv) The Borrower hereby agrees that any instructions provided via letter/ fax/ email by the Borrower with respect to the Loan Account shall be construed as written request by the Borrower and the Borrower shall not contest or protest any such instructions in the event the Bank decides to act upon it. The Borrower further agrees that the Bank may or may not act upon such request and the Borrower shall not make the Bank responsible in the event the Bank agrees to act on the instruction provided by the Borrower.
- (xxvi) The Borrower hereby agrees that in the event of a shortfall arising due to a reduction in the value of security been given, the Bank shall have the right to recover such shortfall amount from the Borrower's account maintained with the Bank. If the Borrower fails to maintain the requisite margin after repeated reminders, the Borrower hereby agrees that the Bank shall be entitled to foreclose the loan and take necessary legal action against the Borrower.
- (xxvii) The Borrower undertakes that, if there is a breach of any of the representations or warranties provided hereunder, then, the Borrower shall indemnify the Bank in respect of any reasonable costs and expenses suffered or incurred by the Bank which arises from the event or circumstance giving rise to any claim for breach of representation or warranty or any representation given by the Borrower to the Bank in the Application for the loan offered under this Agreement.

paid or discounted, interest commission or any other usual or lawful charges or any other amount whatsoever, together with all costs charges and expenses.

(xxviii) Further, the Borrower/ s shall keep the said goods fully insured against loss or damage by fire, riot, theft, and civil commotion and such other risks as the Bank may require with an insurance company approved by the Bank and shall hold the insurance proceeds and all other monies receivable from such insurance in trust for the Bank and on receipt of all such monies, forthwith handover/ pay the same to the Bank, without delay, demur or protest.

(xxix) The intention of this Agreement is to confirm that the exclusive security created over the said goods shall as security and shall remain in full force and effect notwithstanding any intermediate payment or settlement of the said packing credit facility or other matter or thing whatsoever and in particular the intermediate satisfaction by the Borrower of the whole of the amounts due under the said packing credit facility and/ or of the balance due to the Bank or any part thereof and is in addition, and without prejudice, to any other security, guarantee, lien, indemnities or other right or remedy which the Bank may now or hereafter hold for the said packing credit facility and/ or for the balance due to the Bank or any part thereof and for all advances availed of by the Borrower from the Bank as aforesaid, from time to time for the said packing credit facility, and that the said goods shall be/ being held by the Borrower as an agent and trustee for the Bank and in the event of the Borrower failing to repay to the Bank the amount of such advances on demand, the Borrower irrevocably and unconditionally undertakes to deliver to the Bank at any time the said goods to enable the Bank to sell the said goods or at its discretion, to ship the same for the purpose of realisation of amounts outstanding under this Agreement or otherwise. The Borrower/ s undertake/ s to sign execute and deliver any documents which the Bank may require for the perfection of its title to the goods and documents. Further, the Borrower/ s shall, immediately upon shipment of the said goods or any part thereof, hand over to the Bank the shipping documents or their equivalent in cash.

(xxx) The Borrower/ s shall, whenever required, provide full particulars of the said goods and hereby guarantee/ s that the value of the said goods shall at all times be at least of such percentage above the balance due to the Bank, as advised by the Bank in writing from time.

(xxxi) It is understood that the keys of the godown (where the said goods for the time being are stored, kept or lying or be kept, stored and lying hereafter) shall remain in the Borrower/s possession, or the goods if kept, stored, lying now or hereafter in Borrower's premises shall be in Borrower's control and possession and the Borrower likewise further agrees and undertakes not to avail of any advance from any other Bank on the same or any other goods in the Borrower's godown/ premises as aforesaid, in which the said goods under lien to the Bank are stored so long as the Borrower/ s is/ are indebted or liable to the Bank.

(xxxii) It is further agreed that all monies advanced and due to the Bank under the said packing credit facility shall be repayable on demand and in default of payment of the monies due as aforesaid, the Bank shall be at liberty to seize, take charge of the goods and for that purpose to enter the Borrower's premises or any godown, warehouse or any other place of storage and to sell the said goods either by public auction or private contract after giving 48 hours prior notice of such sale to the Borrower which shall be considered reasonable notice and to apply the net sale proceeds thereof in or towards payment of all amounts due to the Bank by the Borrower and all accounts of such sales so rendered shall be binding upon Borrower.

(xxxiii) The Borrower hereby nominates, constitutes and appoints the Bank as their true and lawful attorney for them in their name and on their behalf to demand, recover and receive of and from the Government Departments, Government Authorities, Customs Authorities, Customs Departments, Corporations etc., all payment/ s by way of cash incentives and/ or duty drawbacks and export collections from persons due and sums of money which now or hereafter shall or may at any time or times during the subsistence of these presents accrue or become due or payable from and out of or in respect of the said cash incentives and/ or duty drawbacks and from time to time upon receipt thereof for the Borrower and in Borrower's name to give a sufficient receipt and discharge for the same and on default of payment of such sums, cash incentives and/ or duty draw backs or export collections or other moneys to take proceedings by distress or otherwise to recover the same.

## 4.2 Covenants specific to packing credit facility

- (i) The Borrower shall utilise the packing credit for the procurement, purchase and manufacture of the same goods and materials as stated in the application or request submitted by the Borrower for packing credit facility. The Borrower shall until such time all amounts outstanding under the packing credit facility extended to the Borrower have been repaid to the Bank, by export proceeds in respect of the goods procured, purchased or manufactured by means of advances under the packing credit facility, keep the said goods distinct from all other goods in the Borrower's godowns etc. and hold the said goods in trust as Bank's agents. The Borrower shall ensure that all cheques drawn on the Borrower's account shall be applied by Borrower solely for the purchase of goods to be shipped under the specific bill or order.
- (ii) The said goods shall continue as security to the Bank for the due payment on demand of all monies which are now or shall at any time be due to the Bank from the Borrower/ s either alone or jointly with any other person or persons, either on account current or for money advanced or paid or in respect of bills, drafts or rates, accepted, paid or discounted, interest commission or any other usual or lawful charges or any other amount whatsoever, together with all costs charges and expenses.
- (iii) Further, the Borrower/ s shall keep the said goods fully insured against loss or damage by fire, riot, theft, and civil commotion and such other risks as the Bank may require with an insurance company approved by the Bank and shall hold the insurance proceeds and all other moneys receivable from such insurance in trust for the Bank and on receipt of all such monies, forthwith handover/ pay the same to the Bank, without delay, demur or protest.
- (iv) The intention of this Agreement is to confirm that the exclusive security created over the said goods shall continue as security and shall remain in full force and effect notwithstanding any intermediate payment or settlement of the said packing credit facility or other matter or thing whatsoever and in particular the intermediate satisfaction by the Borrower of the whole of the amounts due under the said packing credit facility and/ or of the balance due to the Bank or any part thereof and is in addition, and without prejudice, to any other security, guarantee, lien, indemnities or other right or remedy which the Bank may now or hereafter hold for the said packing credit facility and/ or for the balance due to the Bank or any part thereof and for all advances availed of by the Borrower from the Bank as aforesaid, from time to time for the said packing credit facility, and that the said goods shall be/ being held by the Borrower as an agent and trustee for the Bank and in the event of the Borrower failing to repay to the Bank the amount of such advances on demand, the Borrower irrevocably and unconditionally undertakes to deliver to the Bank at any time the said goods to enable the Bank to sell the said goods or at its discretion, to ship the same for the purpose of realisation of amounts outstanding under this Agreement or otherwise. The Borrower/ s undertake/ s to sign execute and deliver any documents which the Bank may require for the perfection of its title to the goods and documents. Further, the Borrower/ s shall, immediately upon shipment of the said goods or any part thereof, hand over to the Bank the shipping documents or their equivalent in cash.
- (v) The Borrower/ s shall, whenever required, provide full particulars of the said goods and hereby guarantee/ s that the value of the said goods shall at all times be at least of such percentage above the balance due to the Bank, as advised by the Bank in writing from time.
- (vi) It is understood that the keys of the godown (where the said goods for the time being are stored, kept or lying or be kept, stored and lying hereafter) shall remain in the Borrower/ s possession, or the goods if kept, stored, lying now or hereafter in Borrower's premises shall be in Borrower's control and possession and the Borrower likewise further agrees and undertakes not to avail of any advance from any other Bank on the same or any other goods in the Borrower's godown/ premises as aforesaid, in which the said goods under lien to the Bank are stored so long as the Borrower/ s is/ are indebted or liable to the Bank.
- (vii) It is further agreed that all monies advanced and due to the Bank under the said packing credit facility shall be repayable on demand and in default of payment of the monies due as aforesaid, the Bank shall be at liberty to seize, take charge of the goods and for that purpose to enter the Borrower's premises or any godown, warehouse or any other place of storage and to sell the said goods either by public auction or private contract after giving 48 hours prior notice of such sale to the Borrower which shall be considered reasonable notice and to apply the net sale proceeds thereof in or towards payment of all amounts due to the Bank by the Borrower and all accounts of such sales so rendered shall be binding upon Borrower.

(viii) The Borrower hereby nominates, constitutes and appoints the Bank as their true and lawful attorney for them in their name and on their behalf to demand, recover and receive of and from the Government Departments, Government Authorities, Customs Authorities, Customs Departments, Corporations etc., all payment/ s by way of cash incentives and/ or duty drawbacks and export collections from persons due and sums of money which now or hereafter shall or may at any time or times during the subsistence of these presents accrue or become due or payable from and out of or in respect of the said cash incentives and/ or duty drawbacks and from time to time upon receipt thereof for the Borrower and in Borrower's name to give a sufficient receipt and discharge for the same and on default of payment of such sums, cash incentives and/ or duty draw backs or export collections or other moneys to take proceedings by distress or otherwise to recover the same.

#### 4.3 Covenants specific to Letters of Credit

- (i) The Borrower/ s authorise the Bank to accept and/ or pay from their account all drafts purporting to be drawn under the letters of credits ("LCs") and to pay all sums purporting to be claimed or demanded under the LCs.
- (ii) The Borrower/ s undertake/ s (a) to pay the Bank on demand all amounts paid or to be paid by the Bank under the LCs and in the case of drafts accepted by the Bank) to place the Bank in funds to meet such drafts on or before maturity; (b) to indemnify and keep indemnified the Bank against all losses, costs, damages, expenses, claims and demands which the Bank may incur or sustain by reason of its opening or establishing the LCs; (c) to pay to on demand all commission, interest, charges (including but not limited to charges imposed by the Foreign Exchange Dealers Association of India Rules) costs (including legal costs) and expenses payable to or incurred by the Bank in connection with the LCs.
- (iii) The Borrower/ s authorise the Bank to debit its/ their account with you with any moneys payable by the Borrower to the Bank from time to time, in pursuance of the above opening of the LCs, effecting such currency exchanges as the Bank deems necessary.
- (iv) Until the payment by the Borrower/ s to the Bank of all monies due under the LCs, the Borrower agree that the title and ownership of all property shipped under the LCs whether or not released to the Bank against trust or bailee receipt and of all bills of lading, policies or certificates of insurance or other documents relating thereto, shall be and remain, in the Bank and the Borrower hereby authorises the Bank and its agents at any time to take possession thereof and of all related policies/ certificates of insurance and proceeds of such policies and certificates and to hold and/ or collect the same, to dispose thereof at any time/ without notice and irrespective of the maturity or acceptance of the drafts.
- (v) All documents received by the Bank or its agents under the credits and the goods represented thereby shall be held by the Bank as security for the due payment by the Borrower of all moneys due to the Bank in respect of the LCs and for all other monies now or in the future owed by the Borrower to the Bank.
- (vi) The Borrower/ s shall on demand provide any further or other security that the Bank may require and confirm that any and all other funds, credit instruments, property and securities and proceeds thereof including any collection items and proceeds handed to the Bank or for any purpose left in the Bank's possession or control by the Borrower/ s or for Borrower's account or at its disposal or in transit to or from the Bank by mail or courier, are security for the credit and also for all other monies now or in the future owed by the Borrower/ s to the Bank.
- (vii) In the event that the Borrower does not for whatever reason pay any of such moneys referred to in sub-clause (v) and (vi) above, or in the event of Borrowers' bankruptcy, insolvency or receivership, the Bank may without prior notice or prior consent sell the goods in such manner and at such time(s) as it deems fit and apply the net proceeds in or towards discharge of such moneys. The Borrower/ s undertake/ s to sign execute and deliver any documents which the Bank may require for the perfection of its title to the goods and documents.
- (viii) The undertakings and agreements herein contained are in addition and without prejudice to any other security which the Bank may from time to time hold, and that the Bank may vary exchange release or abstain from enforcing any such security without in any way affecting such undertakings and agreements.

- (ix) All goods represented by or referred to in documents to be tendered under the credit shall be kept insured with reputable insurance companies in the full amount of their insurable value and against the usual risks and that at Bank's request the Borrower/ s shall deposit the insurance documents with the Bank or produce them for inspection on receipt of such demand from the Bank. The Borrower/ s further agree/ s either to arrange for Bank's interest to be notified to the insurers and noted on the policies or for the Bank to be designated 'loss payee' as it may from time to time require. Until payment by the Borrower/ s to the Bank of all moneys due to the Bank in respect of the credit, any insurance proceeds in respect of the credit shall be payable to the Bank and if received by the Borrower shall be paid to the Bank forthwith, without delay, demur or protest and may be applied by the Bank in or towards discharge of such moneys.
- (x) The Borrower/ s undertake/ s to obtain all necessary import export or other licenses or approvals for all property shipped under the LC and to comply with all foreign and domestic governmental regulations and to produce such licenses or approvals to the Bank and/ or (if required by the Bank) evidence of companies that Borrower/ s is/ are dealing with.
- (xi) Should deeds or documents be sent out to the Bank other than those which are to be presented under the conditions of the credit, the Bank is authorised to pass them on to the Borrower/ s without having examined them or having taken cognisance of their contents and without any responsibility on the Bank's behalf.
- (xii) The Borrower/ s confirm that shipments will be made only by conference vessels and the vessel will be sea worthy, meeting the requirements and approval of "Classification Society". The Borrower/ s hereby indemnify and shall keep the Bank fully and effectually safe, harmless and indemnified from and against any claim of whatsoever nature made against it in respect of the vessel used for shipment or the same not being sea worthy and meeting the approval of Classification Society and from all actions and/ or proceedings taken against the Bank and all costs, charges and expenses which the Bank may incur or be put to as a result thereof.
- (xiii) The applications for credit shall be made as and when required by the Borrower to the Bank in the Bank's prescribed format containing all general and specific instructions as required. The Bank may accept or reject any applications or refuse to grant further credits, at its discretion.
- (xiv) All the credits opened and issued in pursuance hereof, shall be subject to the Uniform Customs and Practice for Documentary Credits currently, in force.
- (xv) The Borrower/ s undertake to submit to the Bank, the exchange control copy of the bill of entry immediately after the clearance of the goods and within the time limit prescribed by the Reserve Bank of India.
- (xvi) Without prejudice to what is stated herein, the Borrower/ s agree that to secure the payments of all or any moneys for which it/ they may at any time be liable hereunder in respect of LCs opened and issued, from time to time, the Bank shall always have a pledge on all the said goods, documents and policies and proceeds thereof with full discretion and power of sale over the said goods, before or after arrival, without notice.
- (xvii) The Borrower/ s authorise/ s the Bank to appoint and insert an advising/ confirming bank (correspondent) of its choice, if not stated otherwise in any of Borrower's applications.
- (xviii) All the applications for LCs shall be made in pursuance of the terms hereof and the same shall be deemed to have been accepted and credits deemed to have been issued when written advice thereof has been sent to the beneficiary.
- (xix) The proceeds received from overseas buyers for bills negotiated by the Bank will be applied by the Bank to repay negotiations. In the event of a bill being partially paid, dishonored due to non-acceptance/ non-payment of the bill by the buyer or in the event of a currency restriction/ moratorium being imposed by the buyer's country, or for any other reason, the Borrower will be liable to repay to the Bank the amount of the bill in the currency equivalent of Indian Rupee (INR) of the bill together with interest at a rate as specified by RBI from time to time or at the Bank's prevailing rate.

#### 4.4. Covenants applicable to Markets/ Treasury Facilities

Any over the counter derivative/ markets/ treasury ("Derivative") facilities provided to the Borrower is subject to the following terms and conditions:

- (i) All Derivative transactions are entered into in reliance on the fact that this Agreement and all Derivative transactions confirmations form a single agreement between the Bank and the Borrower, otherwise the Bank shall not enter into any Derivative transaction.
- (ii) The Borrower represents that as of the date of each Derivative transaction that (a) the Borrower has authority to enter into the Derivative transactions; (b) the persons entering into the Derivative transactions on Borrower's behalf have been duly authorised to do so; (c) the Derivative transactions are binding upon the Borrower and enforceable against the Borrower in accordance with their terms, and do not and will not violate the terms of any agreement, applicable law or regulatory direction, to which the Borrower/ s is/ are bound, (d) The Borrower/ s is/ are acting as principal in entering into each Derivative transaction, (e) all authorisations, approvals, licenses and consents required to enable the Borrower/ s to lawfully perform its/ their obligations under the Derivative transactions have been obtained and complied with and maintained in full force and effect.
- (iii) Upon the occurrence of any event or circumstance which in Bank's opinion gives grounds for believing that the Borrower or any guarantor or security party/ issuer may not comply with any obligation under this Agreement, a Derivative transaction, any security or any security document/ instrument, the Bank shall be entitled immediately and without notice to terminate any and/ or all outstanding Derivative transactions, whereupon the Bank shall determine at its absolute discretion without liability a single net amount payable under all such terminated Derivative transactions and the termination currency (which shall always be Indian Rupee), being compensation for loss of market value of the Derivative transactions.
- (iv) The aforementioned provisions under this clause 4.4 shall apply only if there is no ISDA executed between the Bank and the Borrower herein. In case of any conflict, the provisions of the relevant ISDA shall always prevail over this Agreement.

#### 4.5. Covenants applicable to Guarantees

- (i) That except in the event of the Bank being restrained by an order or injunction of a competent Court from doing so, the Bank shall be entitled, at its discretion and without any reference to the Constituent or obtaining the consent of the Constituent to make payment of all or any part of the sum or sums guaranteed by the Bank under or by virtue of all or any of such guarantees on a request or demand being made on the Bank for this purpose thereunder. Any request or demand made to or upon the Bank by the beneficiary or beneficiaries of all or any of such guarantees for payment/ s of any sum or sums of money shall be sufficient authority from the Constituent to the Bank for making such payment/ s. The Bank shall also be entitled at its discretion and without any reference to the Constituent or obtaining the consent of the Constituent to renew, extend and/ or modify any of the said guarantees.
- (ii) The Bank shall be entitled to renew any of the said guarantees and extend the period of the Bank's liability without reference to the Constituent if under the said guarantees the Bank has undertaken to extend such period to the beneficiary/ ies
- (iii) Notwithstanding the possibility, existence, pendency or continuance of any disputes or differences or of any arbitration proceedings or of any suit or other legal proceedings whatsoever between the Constituent and the beneficiary or beneficiaries of all or any of such guarantees and/ or any other dispute or difference which may directly or indirectly arise out of or under or in connection with the subject matter/ s of all or any of such guarantees or which may affect the legality or validity of all or any of such guarantees and/ or of any transaction/ s directly or indirectly connected with or relating to or arising out of the subject matter/ s of all or any of such guarantees, the reasonableness or propriety or validity of any such payment/ s made by the Bank to such beneficiary or beneficiaries shall not be questioned by the Constituent on any ground whatsoever and such payment will be conclusive and binding on the Constituent so far as it concerns the liability of the Constituent to the Bank hereunder.

4.6 Covenants pertaining to Bill Discounting.

- (i) That the invoices and the documents, which will be submitted to the Bank will be accurate, genuine and valid.
- (ii) In respect to the bill discounting facility agreed to be granted by the Bank to the Borrower, the Borrower agrees, confirms and undertakes;
  - (a) To make a written request for discounting the accepted invoices in such form as is mutually agreed with the Bank.
  - (b) To ensure that the full amount of the acceptance of the bill is paid to the Bank on the due date.
  - (c) To permit the bank to deduct the discounting charges upfront at the rate which is mutually agreed upon in writing with the Bank
  - (d) To pay the penal interest to the bank at rate determined by the bank over the applicable rate in the event of default of payment on the due date.

4.7 Working capital loan

- (i) the Borrower acknowledges that the WCL shall be for a minimum tenure of 7 days or such other minimum period as shall be decided by the Bank.
- (ii) Each advance shall be repaid in full on the last Business Day of the Term for which such loan was drawn down ("Repayment Date"). The Borrower shall give the Bank at least two Business Days written request (or such shorter notice period as may be acceptable to us) to rollover all or any part of the principal repayable on a Repayment Date that is within the Availability Period and in such event subject to our agreement to accept the rollover request, all terms herein shall mutatis mutandis apply to the amount rolled over. Principal amounts repaid are, subject to the terms herein, available for redrawing.
- (iii) Conversion of excess utilisation of overdraft: Effective 1 April 2019, the Borrower confirms that utilisation of the overdraft limits shall be restricted as per the RBI circular dated 5 December 2018 has issued "Guidelines on Loan System for Delivery of Bank Credit" (as amended or modified or replaced). Any excess utilisation of overdraft limits shall stand converted to WC Loan by the Bank by sending an intimation to the Borrower. The Borrower agrees not to dispute any such conversion.

4.8 Term Loan

- (i) The Borrower acknowledges that the Term Loan for a minimum tenure of 1 (one) year and maximum 6 (six) years and shall be subject to the terms and conditions specified in the sanction letter.

4.9 Covenants pertaining to property.

- (i) The Borrower acknowledges to comply with the terms and conditions specified in the sanction letter pertaining to the property, offered as security, more particular stated in the sanction letter. The Borrower under this section shall also include Security Provider.
- (ii) The Borrower has good and marketable title to the property stated in the sanction letter and also has an unhindered and unencumbered right to create exclusive security over the property in favour of the Bank as a collateral for the Facility. The Borrower further confirms that there are no existing mortgages, charges, liens, lis pendens, encumbrances, rights of way or other easement rights in respect of the property. There are no pending claims/ demands/ litigation or proceedings against the Borrower before any court, tribunal or authority (public or private) which are material to performance of the obligations under this Agreement. Further the Borrower is not aware of any document, judgement or legal process or other charges or any latent or patent defect in the title of the property or the rights of the Borrower in respect of the property which are prejudicial to the interests of the Bank.
- (iii) The Borrower has paid all taxes, duties, cess, revenue and public demands payable to any Government, authority or public utility and there is no amount outstanding as of the date of this Agreement against the Borrower in respect of the property stated in the sanction letter.
- (iv) The Borrower confirms that the property offered as collateral is compliant with the provisions of the National Building code of India 2005 issued by BIS and the National Disaster Management guidelines. The Borrower agrees to adhere at all times with all the rules and regulations laid down by National Building code of India 2005 issued by BIS and the National Disaster Management guidelines.

- (v) The Borrower/ Security Provider shall maintain the property in good order and habitable condition and not allow it to deteriorate or commit any act which is destructive or permanently injurious to the property or do anything which will render any security created in favour of the Bank insufficient or imperfect. The Borrower shall pay and discharge all rates, taxes, outgoings and charges pertaining to the property, including to the society/ condominium / company, promoters, bodies and authorities (public or private). The Borrower shall, until all the dues of the Bank in terms of this Agreement are not repaid to the Bank, have and maintain a clear and marketable title to the property, free from all encumbrances whatsoever.
- (vi) Bank's Right to Inspect: The Borrower agrees that the Bank or any person authorised by the Bank shall have free access to the property for the purpose of inspection, supervision or examination of the property for any reasons as the Bank may deem fit and proper including ascertaining the proper utilisation of the facility.
- (vii) The Bank shall have a right to call upon the Borrower to provide such additional security in such form and substance as may be required by the Bank.
- (viii) Security:-
  - (a) The Borrower shall create security, alternate security and/ or additional security over the property or any right, title or interest therein including receivables of rent or license fee derived from the property or over any other assets of the Borrower and/ or furnish such guarantees as shall be required by the Bank in favour of the Bank in such manner and form and at such time as the Bank shall in its sole discretion require as a security for repayment of facility including payment of fees, charges, expenses and all dues by the Borrower under this Agreement or otherwise in relation to the facility. To create or perfect such security, the Borrower shall execute any agreement, document or undertaking. In case of a company, the Borrower shall file the requisite forms along with the supporting documents with the Registrar of Companies under the applicable provisions of the Companies Act, 2013 recording the creation of security/ charge in favour of the Bank within the prescribed time and furnish a true copy thereof to the Bank.
  - (b) Any security(ies) furnished by the Borrower, under any other agreement entered into or to be entered into with the Bank, shall be deemed to be the security(ies) under this Agreement. The Borrower agrees that the security(ies) offered in respect of the facility shall be deemed to be continuing security(ies) in respect of other facility(ies) obtained/ to be obtained by the Borrower from the Bank and shall not be discharged till such time all the facility(ies) are fully discharged to the satisfaction of the Bank.
  - (c) The Borrower shall deposit the title documents relating to the property as may be required by the Bank, within 30 days from the execution of this Agreement. Without prejudice to the Bank's other rights, in case of any delay by the Borrower beyond 30 days to comply with the aforesaid requirement, the Borrower shall be liable to pay to the Bank additional interest at the rate of 1% above the prevailing interest rate charged on the facility. In case of delay beyond 90 days the additional interest rate shall be 2% above the prevailing interest rate charged on the facility. Such additional interest rate shall be charged/ debited to the Borrower's loan account on the specific date thereof and shall be deemed to form part of the outstanding. Such interest and other amounts shall, accordingly attract interest at the same rate as charged on the facility in terms of this Agreement until payment thereof to the Bank to its satisfaction. The Borrower shall also not be entitled to set up a defence that no event of default as mentioned in this Agreement has occurred, and that the Bank is not entitled to take recourse to any other or further remedies as available to it.
- (ix) In the event of Default:- In the event of default the Bank shall have a right to take the possession of the property and/ or initiate any such action under laws of India.

## 5. Representations and Warranties

5.1 The Borrower and the Security Provider (as applicable) herein represents warrants and undertakes that:

- (i) Conduct its business with honesty, integrity, diligence and efficiency in compliance with applicable laws and regulations and keep the Bank informed about major business developments as may occur from time to time.
- (ii) It is absolutely entitled to and has a clear and marketable title to the Security provided under this Facility and it has not created and shall not create any encumbrance or other disposition of any sort including charge, lien, mortgage, transfer, assignment over any of the Borrower's property, without prior written consent of the Borrower;
- (iii) The Borrower will indemnify and keep indemnified the Bank against all demands claims, penalties etc, that may be incurred on account of any third party claiming any interest, right or title in respect of the Security under this Facility;
- (iv) It is not restricted in any manner from creating Security interest in favor of the Bank and no third party's or other consent is required to enter into and perform its obligations under this Facility or any Security and Support Documents in relation thereto;
- (v) It is a duly incorporated or constituted and existing under the laws of its jurisdiction (if applicable) and nothing in this Agreement conflicts with its constitutional documents (if applicable), or any agreement, or order or directive or a government authority or body binding upon it or its assets, and has the power and capacity to enter into, and perform its obligations pursuant to, this Agreement and Security and Support Document;
- (vi) All information and declarations provided by the Borrower to the Bank in relation to the provision of any Facility and for the purposes of the Security and Support Documents, is true, correct, accurate and complete in all respects;
- (vii) The persons, if any, availing of and operating each Facility for and on behalf of the Borrower are duly authorised by the Borrower to do so;
- (viii) This Agreement and Security and Support Documents have been duly executed and delivered by it, and constitute legal, valid and binding obligations enforceable against it, in accordance with their respective terms;
- (ix) No proceedings have been initiated or events occurred in connection with insolvency, winding up, bankruptcy, protection against creditors or as a relief undertaking or other similar matters, and there is no order for the appointment of a receiver, administrator or other similar person or authority in relation to it or its business, undertaking or assets. The Borrower will promptly inform the Bank if it has (whether voluntarily or involuntarily) become the subject of any insolvency or bankruptcy law or any winding up proceedings;
- (x) Nothing in the Agreement and Security and Support Documents conflicts with any applicable laws, rules, regulations, guidelines, notifications and circulars in force from time to time, including but not limited to any revenue/ tax authority, the Securities and Exchange Board of India, the Reserve Bank of India, or any Stock Exchange;
- (xi) All accounts and financial statements furnished by it to the Bank have been prepared in accordance with Indian GAAP consistently applied during the relevant periods (except to the extent stated in the published financial statements) and reflect the true and fair financial position and results of operations of the Borrowers. Except to the extent disclosed in the above financial statements, it has no liabilities or obligations of any nature (absolute, accrued, contingent or otherwise) which are not fully reflected or reserved against in the balance sheet included in such financial statements;
- (xii) It is not in arrears of any public demand such as income tax, corporate tax and any other such taxes, rates or levies or any other statutory dues payable to any Government Authority;
- (xiii) It will inform the Bank of any notice received by it pursuant to any applicable law, any suit or other legal process intended to be filed or initiated against it or its assets;
- (xiv) The transactions contemplated by the Agreement and Security and Support Documents constitute acts done and performed for private and commercial purposes and it is not entitled to claim immunity for itself or any of its assets from suit, execution, attachment or legal process in any proceedings in relation to the Agreement and Security and Support Documents;

- (xv) The Borrower agrees and undertakes that it shall utilise the said Facility only for the purposes for which they are granted and shall not be used, diverted or siphoned off for any other purpose. For this purpose the Borrower shall, upon a reasonable notice, allow the Bank (or any auditors appointed by the Bank), to audit its books of accounts and other relevant documents as and when deemed fit by the Bank. The Borrower also undertakes to provide (at its own costs) such certificates and confirmations, either by itself or through its auditors, as required by the Bank from time to time. The Borrower recognises that such steps are necessary for compliance with applicable laws and any demur, delay, protest or failure in complying with these requirements shall result in revocation and recall of the said Facility without any notice.
- (xvi) It will not initiate, promote or participate in any unfair or manipulative market practices;
- (xvii) There are no pending or prior criminal proceedings related to financial crimes against it or investigations or enquiries or any negative reputational issues or any actions taken by any government authority or body. The Borrower will immediately inform the Bank if any such proceedings are commenced against it; and
- (xviii) The Borrower or its directors/ partners/ promoters/ guarantors/ affiliates are not on the caution or defaulter or warning list(s) published by Reserve Bank of India, Security and Exchange Board of India, any department or instrumentality of Government of India, government (or regulators) of any other sovereign state or international bodies like United Nations, European Union etc.
- (xix) The Borrower hereby declares and confirms that any of its directors or shareholders or employees are not (i) a director of a banking company, or (ii) a relative of a director of the Bank. Further, the Borrower also declares and confirms that none of its directors or shareholders or employees are a "relative" of a "senior officers" of the Bank. The Borrower undertakes to promptly inform the Bank upon any of the above declarations becoming untrue (along with details of the change). The term 'banking company' has the meaning given to it under the Banking Regulation Act, 1949. For the purpose of this Clause:
  - A. The scope of the term 'relative' will include, spouse, father, mother (including step-mother), son (including step-son), son's wife, daughter (including step-daughter), daughter's husband, brother (including step-brother), brother's wife, sister (including step-sister), sister's husband, brother (including step-brother) of the spouse, sister (including step-sister) of the spouse.
  - B. The term 'Senior Officer' will refer to any officer in senior management level in Grade IV and above in a nationalised bank, and b) any officer in equivalent scale in the State Bank of India and associate banks and in any banking company incorporated in India.

5.2 Each of the declarations, covenants, representations, warranties and undertakings of the Borrower specified in Clause 4 and 5.1 above are confirmed and reiterated (to the extent applicable) by the Security Provider, in case the Security is provided by a person or entity other than the Borrower. In addition, the Security Provider and the Borrower also represent that creation of the Security and Execution of Security and Support Documents is based on valid and enforceable consideration and constitutes valid and binding obligations against the Borrower and the Security Provider. Further, the Security Provider represents that it is duly authorised under its memorandum and articles of association to provide security / guarantee on behalf of the Borrower and the same constitutes a valid, binding and enforceable obligation and security interest. Further, the Security Provider also represents that the creation of security interest in favor of the Borrower is in compliance with applicable laws, including without limitation. Section 372A and Section 291 (a) of the Companies Act, 1956.

5.3 The Borrower and the guarantor will not directly or indirectly use the proceeds of the offering of the securities/ Facility hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity

- (i) to fund or facilitate any activities of or business with any individual or entity ("Person") that, at the time of such funding or facilitation, is (collectively, a "Sanction Target"):
  - (A) the subject or the target of any sanctions or trade embargos administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of State, the U.S. Department of Commerce, the United Nations Security Council ("UNSC"), the European Union ("EU"), Her Majesty's Treasury ("HMT"), Hong Kong Monetary Authority ("HKMA"), the Monetary Authority of Singapore ("MAS") or any other applicable sanctions regulation, (collectively, "Sanctions"), or

- (B) owned 50% or more by or otherwise controlled by, or acting on behalf of one or more Persons referenced in clause (A) above, or
- (C) located, organised or resident in a country or territory that is the subject or the target of Sanctions (including but not limited to, Iran, North Korea, Sudan, the Crimea region in Ukraine, and Syria) (each, a "Sanctioned Country"),
- (ii) to fund or facilitate any activities of or business in any Sanctioned Country, or
- (iii) in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as initial purchaser, advisor, investor or otherwise) of Sanctions

5.4 None of the Borrower, the guarantor or any of their subsidiaries, nor, to the best of their knowledge, any director, officer, employee, agent, controlled affiliate or other person acting on behalf, at the direction or in the interest of the Borrower, or the guarantor or any of their subsidiaries is a Person that is a Sanction Target.

5.5 None of the Borrower or any guarantor has or intends to have any business operations or other dealings

- (i) in any Sanctioned Country, including the Crimea region in Ukraine, Iran, Sudan, North Korea and Syria,
- (ii) with any Specially Designated National ("SDN") on OFAC's SDN list or with a designated person targeted by asset freeze sanctions imposed by the UN, EU or HMT or any other applicable sanctions authority.

5.6 The Borrower and the guarantor has/ have instituted and maintain(s) policies and procedures designed to prevent sanctions violations (by such Issuer and guarantor and their Subsidiaries and by persons associated with such Issuer and guarantor and their Subsidiaries).

5.7 The Borrower and the guarantor neither know nor have reason to believe that any of them are or may become subject of sanctions-related investigations or juridical proceedings.

5.8 The clauses under [Sanctions-related clauses] apply only if and to the extent that they do not result in a violation of the Council Regulation (EC) No. 2271/ 96 of 22 November 1996 as amended by Commission Delegated Regulation (EU) 2018/ 1100 of 6 June 2018, section 7 of the German Foreign Trade Ordinance (Außenwirtschaftsverordnung - AWV) or any other applicable anti-boycott or similar laws or regulations' .

## 6. Events of Default:

The following are events of default (each, an "Event of Default"): (i) The Borrower does not pay any sum payable by it under the Agreement when due, or (ii) the Borrower does not perform or comply with or, it is or will become unlawful for the Borrower to perform or comply with, any of its obligations under the Agreement, or (iii) where applicable, any Security Provider does not perform or comply with or, it is or will become unlawful for any Security Provider to perform or comply with, any of his/ its obligations under any of the Security Document(s) (as defined in the Agreement) or any of the Security Document(s) is or is claimed to be illegal, invalid or unenforceable, or (iv) any representation made by the Borrower or, where applicable, any Security Provider is or proves to be incorrect in any respect, or (v) any of the Borrower's indebtedness or, where applicable, any indebtedness of any Security Provider in respect of borrowed money is or is declared to be or is capable of being rendered due and payable before its stated maturity or is not paid when due, or (vi) any of the Borrower's obligations under the Agreement is not, ceases to be or is claimed not to be legal, valid, binding and enforceable in accordance with its terms, or (vii) any step is taken or proceedings started for the Borrower's bankruptcy, dissolution or winding-up (or any such analogous event) or for the appointment of a receiver, judicial manager, trustee or similar officer of the Borrower or over all or any of the Borrower's assets or where applicable, any step is taken or proceedings started for the bankruptcy, dissolution or winding-up (or any such analogous event) or for the appointment of a receiver, judicial manager, trustee or similar officer of any Security Provider or over all or any of his/ its assets, or (viii) any event occurs or circumstance arises which in the Bank's opinion gives grounds for believing that the Borrower or any Security Provider may not or be unable to comply with any one or more of its obligations under the Agreement or, as the case may be, his/ its obligations under any of the Security Document(s), or (ix) any Security Provider being a natural person dies or becomes of unsound mind. If any Event of Default has occurred, then at any time thereafter the Bank shall be entitled to terminate the Agreement and/ or cancel the Facilities or any

part thereof and declare any or all monies outstanding under the Facilities and the Agreement immediately due and payable. Thereupon, the Borrower shall forthwith repay all such outstanding monies to the Bank an aggregate amount equal to the amounts then outstanding under the Facilities (together with accrued interest, commission, costs, charges and expenses and all other moneys whatsoever due owing and payable by the Borrower to the Bank there under) and under this Agreement plus the total amount (if any) for which the Bank has assumed any contingent or future liabilities on behalf of the Borrower, under the Facilities.

## 7. Interest, Fees, tax, Charges, Costs and Expenses

Interest shall be payable at monthly rests. In addition, excess interest and overdue interest as applicable will be levied. The rates of interest and periodicity of payment stated in this Agreement and/ or Sanction Letter are valid until further notice and are subject to the Bank's internal reviews and subject to changes of externally prevailing directives by regulatory authorities. Provided that the interest payable in respect of the Facilities shall be charged in conformity with the instructions issued in this regard by the Reserve Bank of India from time to time or other laws relating to or restricting interest.

Interest shall be computed based on the actual number of days elapsed on (i) a 365-day year. The Facility shall, in addition to interest, attract fees and other charges (including processing fees) as more particularly described in the Pricing Schedule and any other charges along with interest, default interest, interest tax, goods and service tax, stamp duty, any other levy or duty and any costs and expenses (including the legal costs for the enforcement of this Agreement and the Securities) in relation to the Facility.

The facility so granted will need to be renewed at the end of 12 months from the date of the Sanction Letter by submission of the applicable documents and information acceptable to the bank. In absence of the borrower being able to renew the facility by the end of 12 months from the date of the Sanction Letter, the Bank reserves the right to collect upto 1% of the sanctioned amount as non-renewal fees.

The Bank reserves the right to charge a commitment fee of 0.25% of the un-utilised amount every quarter in case the facility utilisation is below 60%.

The Bank further reserves the right to charge closure charges @ 2% of the Sanctioned amount that are attributable to closure of the Facility or any part thereof. However, closure charges will not be applicable in the month of renewal of the Facility.

The Borrower understands, acknowledges and agrees that the Bank may, in addition to the above, introduce additional fees and charges, or amend any existing fees and charges, or any terms and conditions of this Agreement (including but not limited to, in relation to, the rate of interest, additional interest and periodicity of charging interest).

The Borrower hereby agrees that the Bank shall be entitled to deduct and recover all costs, charges etc including but not limited to costs incurred by the Bank due to stock audit, property check, valuation, registrar filings or premiums towards insurance on stock or property. The Borrower hereby consents to deduct the Borrower's account in order to recover such cost incurred by the Bank.

Borrower to provide copy of Comprehensive Insurance on all stocks, movable and immovable assets, and other secured assets with assignment in favour of Bank as First loss payee, within 30 days of the first disbursement. The renewal of Insurance policy(ies) should be submitted to the Bank, prior to the expiry of Insurance policy. In case the policy/ renewed policy is not submitted on time, then in such circumstances the Bank will have the exclusive right to initiate for issuance of policy on Borrower's behalf. Any costs and risks arising out of this would be borne by the Borrower and the Bank reserves the right to debit the Borrower's account towards the insurance premium charged by the Insurance Company.

Any delay or non compliance with any of the terms and conditions governing the sanction letter and/ or the facility agreement which shall include but not be limited to delay in submission of documents, and/ or any cheque returns from borrower's account which exceed the arrangement stated in the sanction letter or due to in-sufficiency of funds etc, may lead to an increase in the Rate of Interest by up to 2% per instance and/ or levy of a penalty charge of INR 25,000/- per instance. The Bank has the right, at its sole discretion, to change the additional rate of interest or the quantum of penalty charge stated herein.

The Bank may at regular intervals assess the credit risk arising out of the facility granted as per their internal norms and accordingly, at its sole discretion, revise the spread to accommodate this under post facto advice to the borrower.

All the charges/ fees/ penalties/ commissions as mentioned in this Facility agreement will be debited from the operative account of the Borrower maintained with the bank.

Tax, cess and all other statutory dues, as applicable shall be levied.

The Borrower hereby agrees to comply with the below stated tax related conditions:-

Direct Taxes :

- (i) All Deutsche Bank A.G. branches in India ( hereinafter referred to as 'DBAG India/ DB) hold annual withholding tax ('WHT') exemption certificate, issued by the Indian Revenue Authorities (IRA) under section 195(3) of the Income Tax Act, 1961. A copy of the certificate can be made available at request. The WHT exemption certificate entitles DB to receive funds without any deduction of tax at source. In view of the aforesaid the Borrower confirms that it shall not deduct/ withhold tax on payments to DB.
- (ii) For subsequent year (s), DB would hand over the WHT exemption certificate on request received at our counters.. If such certificate is not received by the Borrower for the subsequent years, the Borrower, before making payment to DB, shall seek requisite clarification from DB on the WHT exemption certificate status and also ask for the copy of the WHT exemption certificate. In the event DB is unable to provide such renewed WHT exemption certificate to the Borrower the Borrower shall make that Tax deduction and deliver to DB a tax deduction certificate in the format prescribed under the Income Tax Rules, 1962 (Rules) and within the timelines prescribed under the Income Tax Rules, 1962. In such a scenario, if the gross amount of interest is paid to DB either (i) by way of recovery from the Borrower's bank account with DB, under the instructions from the Borrower or (ii) through any other means, the Borrower shall submit the evidence of tax (as applicable) deposited on such interest along with WHT/ TDS certificate to DB. Upon receipt of such evidence, DB shall reimburse to the Borrower the amount of such tax so deposited by the Borrower.
- (iii) If the Borrower wherever required,
  - a) fails to withhold and/ or deposit required tax withheld or
  - b) fails to deliver the tax deduction certificate within timelines prescribed under the Income Tax Act, 1961 and rules there under to DB or
  - c) if the credit of taxes withheld is not appearing online to the credit of DB on the relevant official website of the tax department,
 the Borrower shall correct this within 10 days from the date of intimation by DB.
- (iv) In case the failure as per above clause (iii) is not corrected by the Borrower within such time period, the Company shall, forthwith on demand from DB or within the timelines as agreed between the parties to this Agreement, promptly indemnify DB against the loss, charge, expense, penalty along with interest incurred or to be incurred by DB in connection therewith.
- (iv) The Permanent Account Number (PAN) of DB is AAACD1390F.

Indirect Taxes :

- (i) All amounts (including but not limited to break cost, processing fee or any other fee and expenses including out of pocket expenses reimbursable to DB) due to DB from the Borrower shall be deemed to be exclusive of any Indirect Tax.
- (ii) If any Indirect Tax is applicable on the supply by DB to the Borrower under this Agreement/ Letter or if DB is required to make payment of Indirect Tax on such supply, DB shall recover from the Borrower such amount of Indirect Tax along with the amount due under this Agreement/ Letter through issuance of a Tax Invoice/ Debit Note and the Borrower shall pay DB such Indirect Tax over and above the amount due to DB, referred at (i) above.
- (iii) The Borrower undertakes to provide GSTIN, the address to which Tax Invoice is to be issued, GSTIN certificate and such other information/ documents, as may be required by DB, to adhere to statutory compliances as applicable under Tax Law for issuing Tax Invoice. DB shall not be responsible for verification of GSTIN provided by the Borrower. In case the details provided by the Borrower are incorrect which results in tax, interest or penal liability to DB, such liability should be borne by the Borrower. If the Borrower fails to provide the GSTIN to DB before the Tax Invoice is issued, the Borrower shall be treated as 'unregistered' and no adjustment pertaining to Tax Invoice already issued will be carried out subsequently. GSTIN provided by Client will be considered only for the Tax invoice issued from the date of provision of GSTIN by Client.
- (iv) The Borrower agrees that they would carry out necessary actions (e.g. accept/ modify/ reject) on the GST Portal in respect of details of Tax Invoice/ Debit Note/ Credit Note uploaded by DB in outward supply returns under relevant Tax Laws, in a timely manner. In the event the Borrower fails to carry out such actions resulting in tax, interest or any other liability for DB, such liability shall be borne by the Borrower.
- (v) Both parties acknowledge and agree that in the event of any enquiry, scrutiny, audit, assessment or any other proceedings initiated by Tax authorities, both parties shall fully co-operate with each other by furnishing the relevant information related to the service provided under this Agreement in reasonable time, as may be required by any of the party.

"Tax" means all forms of present and future taxes, including but not limited to (1) Direct Taxes on income including tax deducted at source (referred to as TDS or WHT) and (2) Indirect Tax which includes Goods and Service Tax (GST) or any other tax of similar nature and any interest, additional taxation, penalty, surcharge or fine in connection therewith and "Taxes" shall be construed accordingly.

"Tax Laws" means the prevalent Tax laws and rules thereunder, or any amendments thereto, in India at the Central, State or Municipal/ local level.

## 8. Grossing-Up of Payments:

If the Borrower is required at any time to deduct or withhold any tax or other amount from any sum paid or payable by, or received or receivable from, the Borrower under this Agreement and/ or the Facilities, the Borrower shall pay such additional amount as is necessary to ensure that the Bank receives on the due date and retain (free from any liability other than tax on its own overall net income) a net sum equal to what the Bank would have received and so retained had no such deduction or withholding been required or made.

## 9. Payment:

Each payment (whether principal, interest or otherwise) under the Agreement will be made when due to the Bank without demand in immediately available, freely transferable and convertible funds in its full amount and in the currency outstanding. Any amount paid by the Borrower or any amount is received/ realised/ recovered from the Borrower, shall be adjusted/ appropriated in following order without any prior intimation to the Borrower:

- (i) Costs, charges, expenses, incidental charges and other monies that may have been expended by the Bank in connection with this Agreement.
- (ii) Towards other indebtedness of the Borrower to the Bank at any time for and in respect of monies borrowed, contracted or raised (whether or not for cash consideration) or liabilities contracted by whatever means (including under guarantees, indemnities, acceptance, bond, credits, deposits, by the Borrower or by a person or entity related to or connected with the Borrower).
- (iii) Substitute interest, and / or liquidated damages on defaulted amounts under this Agreement.
- (iv) Monthly Installment.
- (v) Interest.
- (vi) Principal amount extended under this Agreement.

## 10. Default Interest:

The Borrower will pay the Bank default interest on any overdue sum or any excess utilisation at the rate determined by the Bank and as per the rate specified in the Sanction Letter, over the interest rate applicable to such overdue sum/ utilisation under the Agreement (or over the Bank's cost of funds if there is no such interest rate) from the period beginning on its due date and ending on the date of receipt of payment thereof by the Bank (both before and after judgment). The Borrower acknowledges that the excess or overdue interest rates mentioned above or the Default Interest Rate (as mentioned in the Sanction Letter) are reasonable and represent true and genuine pre-estimates of any loss expected to be incurred by the Bank due to non-payment of dues by any Borrower. Provided that the obligation to pay additional interest or overdue interest or Default Interest shall not entitle the Borrower to set up a defense that no Event of Default as mentioned hereinafter has occurred. The Borrower acknowledges that the transactions contemplated under the Agreement are commercial transactions and specifically waives any rights or defense it may be entitled to under usury.

## 11. New Circumstances:

The Borrower will compensate the Bank through such an adjustment of the Bank's margin or by such other payments as the Bank may require (which the Bank's certificate shall, save for manifest error, be deemed to be conclusive evidence of the same and binding on the Borrower) for the amount of every cost or reduced return relating to the Agreement which results from any change, after the date of the Agreement, either of applicable laws, regulations or directives or of their interpretation or in the requirements of any authority, including the introduction of any reserve or liquidity requirements in respect of the Facilities or of any funds the Bank utilises for financing the Facilities. If at any time it becomes unlawful for the Bank to make, fund or allow to remain outstanding any of the Facilities then (i) the Bank shall not thereafter be obliged to advance monies to the Borrower under the Agreement and (ii) if the Bank so requires, the Borrower shall on such date as the Bank shall specify repay all outstanding under the Facilities (together with accrued interest) and any other sums due under the Agreement and/ or pay to the Bank for credit to a margin deposit account amounts equal to the amounts under any contingent or future liabilities assumed by the Bank on the Borrower's behalf under the Facilities.

## 12. Consent for Disclosure of Information:

- (i) The Borrower and the Security Provider understands that as a pre-condition to the grant of the loans/ advances/ other non-fund- based credit facilities the Bank requires Borrower's and Security Provider's consent for the disclosure by the Bank of information and data relating to the Borrower/ s and/ the Security Provider, the credit facility availed of and/ or to be availed by the Borrower, the obligations assumed and/ or to be assumed by the Borrower and the Security Provider/ s in relation thereto and default, if any, committed by the Borrower in discharge thereof.
- (ii) Accordingly, the Borrower and the Security Provider hereby agree/ s and consent/ s for the disclosure by the Bank of all or any such:
  - a) Information and/ or data relating to the Borrower and/ or the Security Provider;
  - b) Information and/ or data relating to any credit facility availed of and/ or to be availed by the Borrower, and
  - c) Information and/ or data relating to default, if any, committed by the Borrower in discharge of such obligation, as the Bank may deem appropriate and necessary, and to disclose and furnish such information and/ or data to any agency or banks including the Credit Information Bureau (India) Ltd and any other agency authorised in this behalf by the Reserve Bank of India ("RBI") or to any regulator or investigative agency or any government authority, in accordance with applicable laws.
- (iii) The Borrower/ s declares/ s that the information and data furnished by to the Bank is true and correct.
- (iv) The Borrower/ s undertake/ s that:
  - (a) The Credit Information Bureau (India) Ltd and any other agency so authorised may use and/ or process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
  - (b) The Credit Information Bureau (India) Ltd and any other agency so authorised may furnish for consideration, the processed information and data and/ 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.
- (v) The Borrower and/ or the Security Provider/ s, hereby irrevocably authorise/ s the Bank to disclose from time to time any information whatsoever regarding the monies or other relevant particulars of the Borrower's account(s) with the Bank and the relevant details about the Security Provider, to any other branch or subsidiaries of Deutsche Bank AG world-wide and their respective professional advisers, any party in-charge of allocation/ control of facilities under a consortium or umbrella structure and/ or any potential assignee, sub-participant or other person entering into a contractual relationship with the Bank with respect to the Agreement, any regulatory or investigation agencies, courts, tribunals or any internal or statutory auditors of the Bank or the Borrower. Where there is more than one borrower, the Borrower also authorises the Bank to disclose the information to the other borrowers.
- (vi) The Borrower and/ or the Security Provider/ s hereby consents that personal information data relating to the Borrower/ s and/ the Security Provider, the credit facility availed of and/ or to be availed by the Borrower, the obligations assumed and/ or to be assumed by the Borrower and the Security Provider/ s in relation thereto shall be disclosed by the Bank to its duly appointed stock auditors, valuers etc. in order to conduct a check or for valuation purpose on the security that may be provided by the Borrower.

## 13. Cross Liability:

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

#### 14. Cross Collateral:

The Borrower acknowledges that in the event of Repayment by the Borrower of the Loan and other amounts due under this Agreement but there being any outstandings by the Borrower under any other financial facility availed of by the Borrower from the Bank or any outstanding dues payable to the Bank by the Borrower in his/ her/ its capacity as a guarantor or otherwise, then in such event, the Bank shall not be obliged to release the security created by the Borrower under this Agreement and the Borrower hereby authorises the Bank to extend the security to cover such outstanding financial facility. Likewise, in the event of there being any outstanding by the Borrower under this Agreement, the Bank shall not be obliged to release the security created by the Borrower for any other financial facility availed of by the Borrower from the Bank and the Borrower undertakes to extend such security to cover the outstanding due under this Agreement

#### 15. Miscellaneous

- (i) Assignment and Transfer:-
  - (a) The Borrower may not without the Bank's prior written consent assign or transfer any of the Borrower's rights, benefits and obligations under the Agreement. The Bank may at its discretion assign or grant sub-participations of any of its rights and benefits under the Agreement.
  - (b) The Bank shall have a right to sell or transfer (by way of assignment, securitisation or otherwise) the whole or part of the loan and outstanding amounts under the loan including the security if and when created in its favour and/ or any other rights under this Agreement or any other document pursuant hereto to any person including a non-individual entity in such manner or upon such terms and conditions as the Bank may decide in its sole discretion and without giving notice thereof to the Borrower.
  - (c) The Borrower expressly agrees, in the event of being notified of any sale, assignment or transfer as aforesaid, to accept such person to whom the loan is sold, assigned or transferred as his lender and make the repayment of the loan together with all interest, fees, charges and expenses due under this Agreement to such person as may be directed by the Bank.
- (ii) All costs and expenses whatsoever (including without limitation legal fees, stamp duty, goods and services tax and any other taxes or costs incurred hereunder) connected with the existence, execution, delivery, enforcement or attempted enforcement of the Agreement and/ or the Facilities, and all fund breakage costs (if applicable) connected to any prepayment, shall be for the Borrower's account.
- (iii) A statement by any two of the Bank's officers as to the liabilities and monies owing and outstanding from the Borrower under the Facilities and/ or as to any matter to be determined under the Agreement shall (save in case of manifest error) be final and conclusive evidence of the same against the Borrower.
- (iv) No payment to the Bank (whether under any judgment or court order or otherwise) shall discharge the outstanding in respect of which it was made unless and until the Bank shall have received payment in full in the currency in which that payment was to be made in accordance with the terms of the Agreement ("Relevant Currency"), and to the extent the amount of any payment shall on conversion on such terms and rates of conversion as the Bank may determine into the Relevant Currency falls short of such outstanding expressed in the Relevant Currency, the Borrower shall indemnify the Bank against the shortfall and the Bank shall have a separate cause of action against the Borrower to recover the amount of the shortfall.
- (v) Should any term or provision of the Agreement be unenforceable or invalid, the other terms and provisions shall remain in force.
- (vi) The Facilities are extended to the Borrower on the basis that the Borrower is fully aware that borrowing in and assuming payment obligations in different currencies could involve foreign exchange risks which may result in exchange losses to the Borrower. The Borrower accepts full responsibility for the Borrower's choice of the currency(ies) of the Facilities and in making available the Facilities, the Bank does not, and none of its officers and employees are authorised to, imply any statement or warranty whatsoever as to the merit now or in future of the currency(ies) thereof.
- (vii) These standard terms and conditions for Facilities maybe amended or altered by the Bank at anytime and from time to time at its sole discretion provided that the Bank shall give the Borrower prior notification of any such amendments and/ or alterations. The Borrower agrees to be bound by any such amendments and/ or alterations so notified.

- (viii) Any failure to exercise or delay in exercising any of the Bank's rights hereunder or under any other document pertaining to the Facility will not act as a waiver of that or any other right nor shall any single or partial exercise preclude a future exercise of that right.
- (ix) The Borrower shall reimburse and pay to the Bank all costs, charges and expenses, including stamp duty and legal costs on actual basis and other charges and expenses which may be incurred by the Bank in preparation of these presents and related to and/ or incidental documents as also for the enforcement or attempted enforcement of the rights of the Bank hereunder or any other document, the said Securities/ other securities hereby created/ to be created by the Borrower in favor of the Bank.
- (x) No notice, reminder or intimation shall be given to the Borrower regarding its obligation to pay the amounts payable hereunder and it shall be entirely the Borrower's responsibility to ensure prompt and regular payment of the amounts payable by the Borrower to the Bank when due and in the manner herein provided.
- (xi) This is a continuing agreement and all the rights, powers and remedies hereunder shall apply to all past, present and future obligations of the Borrower to the Bank, including those arising under successive transactions which shall either continue existing obligations, increase or decrease them or from time to time create new obligations after any or all prior obligations have been satisfied, and notwithstanding the incapacity or bankruptcy of the Borrower, or any other event or proceeding affecting the Borrower.
- (xii) The Borrower agrees to accept the statement of account sent by the Bank or by any other authorised representative of the Bank as conclusive proof of the correctness of any sum claimed to be due from it, save and except manifest errors.
- (xiii) All instructions and correspondence relating to any business, the Borrower may have with the Bank are to be sent at the Borrower's risk and the Bank does not assume any responsibility for any inaccuracy, interruption, error or delay or total failure in transmission or delivery by post, telegraph, cable, telex or other written form of electronic communication.
- (xiv) The Agreement and the Facilities shall be governed by, and construed in all respects in accordance with, the laws of India. The Borrower agrees that the Debt Recovery Tribunal or courts of \_\_\_\_\_ shall have exclusive jurisdiction over all legal action and proceedings arising under the Agreement.
- (xv) All notices under this Agreement shall be made in writing and can be delivered by post, facsimile and email at the address given below
  - (a) In the case of Borrower: \_\_\_\_\_  
Address : \_\_\_\_\_  
Fax Number : \_\_\_\_\_  
Attention : \_\_\_\_\_  
Email : \_\_\_\_\_
  - (b) In the case of the Bank: Deutsche Bank AG, Branch  
Address : \_\_\_\_\_  
Fax Number : \_\_\_\_\_  
Attention : CCU  
Email : customer.care@db.com
 or any substitute address or fax number or department or officer as the Party may notify to the other Parties by not less than five Business Days' notice. Any communication or document made or delivered by a Party to another under or in connection with this Agreement and any Security Support Document will only be effective (i) if by way of fax, when received in legible form; or (ii) if by way of letter, when it has been left at the relevant address or three Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address;
- (xvi) The Facilities are subject to periodic review by the Bank and the terms hereof may be amended or altered at any time and from time at the Bank's sole discretion, provided that the Bank shall give prior notification of any such amendments and/ or alterations, to the Borrower.

Kindly confirm to the Bank, by signing [and affixing the company's stamp] on the duplicate copy of this Agreement, the Borrower's acceptance of the foregoing terms and conditions and return the same to the Bank so as to be received by the Bank prior to the date specified above together with a certified true copy of the Borrower's board resolution (in accordance with the attached specimen). The Borrower shall ensure that stamp and other duties imposed by law on the transaction documents are duly and promptly paid.

In case of any query regarding the above terms and conditions, please do not hesitate to contact the undersigned.

Yours faithfully Deutsche Bank AG

\_\_\_\_\_ Branch

\_\_\_\_\_  
(Signatures)

Date:

Place :

I/ We, \_\_\_\_\_ (name of borrower), confirm acceptance of the above terms and conditions.

In the case of limited company as a Borrower

For and on behalf of \_\_\_\_\_

Pursuant to the resolution passed in the duly convened meeting of its Board of Directors held on \_\_\_\_\_ and below are the authorised signatories :-

Name of Authorised Signatory	Designation	Signature	Date	Place

In case of partnership as Borrower

For and on behalf of \_\_\_\_\_

Name	Signature as individual	Signature as partner	Date	Place

In case of sole proprietorship as a Borrower

For and on behalf of \_\_\_\_\_

(Name and Signature of Authorised Person)

Security Provider;

Name	Signatures	Date	Place

\_\_\_\_\_  
Signature of Borrower(s) and Security Provider(s)

## Witness Details:

Witness 1	Witness 2
Name :	Name :
Address:	Address:
Date :	Date :
Signature	Signature

## Guarantee And Memorandum Of Pledge

Document No.2

(By Borrower and/ or Third Party Pledgors)

(applicable where MF/ Equity Shares/ Bonds is being provided as security)

Deutsche Bank AG \_\_\_\_\_ Branch

1. We, \_\_\_\_\_ Ltd, a company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ [in case of Company]

OR

We, \_\_\_\_\_ and \_\_\_\_\_ as partners of the partnership rm of "Ms. \_\_\_\_\_" having its office at \_\_\_\_\_ [in case of partnership rm]

We, \_\_\_\_\_ son of \_\_\_\_\_ at present residing at \_\_\_\_\_ and \_\_\_\_\_, son of \_\_\_\_\_ at present residing at and carrying on business for self and as karta of the Joint Hindu Family governed by the Dayabhaga/ Mitakshara law of they/ he are/ is kart a/ s and Members along with others, in the name and style of [in case of joint hindu family] I, \_\_\_\_\_ son of \_\_\_\_\_ at present residing at \_\_\_\_\_ and carrying on the business of \_\_\_\_\_ in the name and style of \_\_\_\_\_ [in case of sole proprietorship]

(Hereinafter referred to as "the Borrower")

hereby pledge/ s and charge/ s all or any of my/ our interests or units in the shares, stocks, bonds, warrants, notes, certificates of deposit, unit trusts, mutual funds, collective investment schemes, debentures, depository receipts, options, rights, convert ibles and negotiable instruments (whether marketable or otherwise, and whether in bearer, registered, global, physical or de -materialised form), including any dividend, interest, bonus, redemption, preference, option or other rights deriving or accruing from any of the foregoing or any property exchanged therefore and the proceeds of any of them, as more speci cally set out in the First Schedule hereunder written ("Borrower's securities") by marking them as pledged in your favour as security for payment an d discharge of my/ our obligations herein. For the purpose hereof in respect of Borrower's securities which are in de-materialised form, the status of the Borrower's securities appearing as "Pledged" in your favour with my/ our Depository Participant and the intimation received from such Depository Participant con rming, inter-alia, the creation and the noting of the pledge over the Borrower's securities in your favour and the transfer thereof from the "Free balances" to the "Pledged balances" shall be deemed to be delivery/ possession thereof. For the purpose hereof in respect of mutual funds. I/ we have informed you that the unit certi cates in respect of the said mutual funds have not been issued by the relevant mutual funds and that I/ we have in our posses sion the statements duly certied as true copy issued by the relevant mutual funds re ecting the holding of the said units. I/ We hereby con rm that I/ we have delivered to you the statements in respect of the said units together with duly executed transfer forms as and by way of security and this shall be deemed to be delivery/ possession of the said units. I/ We hereby pledge the Borrower's securities in your favour, together with any substituted securities, as a continuing security for the payment and sat isfaction on demand of all monies and liabilities, absolute or contingent, which are now or at any time hereafter may be due owing or incurred from or by me/ us to you or for which I/ We may be or become liable to you on any current or other account or in any manner whatever (whether alone or jointly with any other person and in whatever name, style or rm) together with interest till date of repayment, commission, banking charges, legal and other costs charges and expenses (such interest being computed both before and after any such demand according to your usual mode with current accounts and that notwithstanding any account hereby secured may from any cause cease to be carried on as an ordinary banking account).

This clause shall be applicable in case of pledge/ charge of Borrower's securities in your favor to secure the facilities granted by you to the Borrower.

I/ We, \_\_\_\_\_ adult/ s, Indian Inhabitant/ s, residing at \_\_\_\_\_ [in case of individuals]

We, \_\_\_\_\_ Ltd, a company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ [in case of Company]

We \_\_\_\_\_ and \_\_\_\_\_ as partners of the partnership firm of "M/ s. \_\_\_\_\_" having its office at \_\_\_\_\_ [in case of partnership firm]

We, \_\_\_\_\_ son of \_\_\_\_\_ at present residing at \_\_\_\_\_ and \_\_\_\_\_, son of \_\_\_\_\_ at present residing at \_\_\_\_\_ and carrying on business for self and as karta of the Joint Hindu Family governed by the Dayabhaga/ Mitakshara law of they/ he are/ is karta/ s and Members along with others, in the name and style of [in case of joint hindu family]

I, \_\_\_\_\_ son of \_\_\_\_\_ at present residing at \_\_\_\_\_ and carrying on the business of \_\_\_\_\_ in the name and style of \_\_\_\_\_ [in case of sole proprietorship]

(Here in after referred to as "the Third Party")

hereby pledge/ s and charge/ s all or any of my/ our interests or units in the shares, stocks, bonds, warrants, notes, certificates of deposit, unit trusts, mutual funds, collective investment schemes, debentures, depository receipts, options, rights, convertibles and negotiable instruments (whether marketable or otherwise, and whether in bearer, registered, global, physical or de-materialised form), including any dividend, interest, of bonus, redemption, preference, option or other rights deriving or accruing from any of the foregoing or any property exchanged therefore and the proceeds of any of them, as more specifically set out in the Second Schedule hereunder written ("Third Party's securities") by marking them as pledged in your favour as security for payment to you on demand of all monies and liabilities whether certain or contingent, now or hereafter owing or incurred to you from or by the Borrower above -named on any current or other account or in any manner whatever whether as principal or surety and whether alone or jointly with any other person and in whatever name, style or form, including;

- (a) In the case of the death, bankruptcy or liquidation of the Borrower all sums which would have been owing to you by the Borrower if such death had occurred or such bankruptcy or liquidation had commenced at the time when you received actual notice respectively of the death or of the making of the receiving order in the event of bankruptcy or of the presentation of a petition or the passing of a Resolution to wind up in the case of liquidation, and notwithstanding such death, bankruptcy or liquidation;
- (b) All monies obtained from or liabilities incurred to you notwithstanding that the borrowing or incurring of such liabilities may be invalid or in excess of the powers of the Borrower or of any director, attorney, agent or other person purporting to borrow or act on behalf of the Borrower and notwithstanding any other irregularity in such borrowing or incurring such liabilities;
- (c) In the event of the discontinuance by any means of the Third Party's security hereby created all cheques, drafts, bills notes and negotiable instruments drawn by or for the account of the Borrower or you or its agents and purporting to be dated on or before the date when such discontinuance becomes known to you or your agents although presented to or paid by you or your agents after that date and all liabilities of the Borrower to you at such date whether certain or contingent and whether payable forthwith or at some future time or times and also all credits then established by you for the Borrower

Together with interest on all such debts and liabilities till date of repayment, including commission, banking charges, legal and other costs, charges and expenses. For the purpose hereof in respect of Borrower's securities which are in de-materialised form, the status of the Third Party's securities appearing as "Pledged" in your favour with the Third Party's Depository Participant and the intimation received from the Depository concerning, inter - alia, the creation and the noting of the pledge over the Third Party's securities in your favour and the transfer thereof from the "Free balances" to the "Pledged balances" shall be deemed to be delivery/ possession thereof. For the purpose hereof in respect of mutual funds. I/ we have informed you that the unit certificates in respect of the said mutual funds have not been issued by the relevant mutual funds and that I/ we have in our possession the statements duly certified as true copy issued by the relevant mutual funds respecting the holding of the said units. I/ We hereby confirm that I/ we have delivered to you the statements in respect of the said units together with duly executed transfer forms as and by way of security and this shall be deemed to be delivery/ possession of the said units.

This clause shall be applicable in case of pledge/ charge of Third Party's securities either in addition to Borrower's securities or on a standalone basis, in your favour to secure the facilities granted by you to the Borrower.

2. The covenants by or against the Third Party set out herein shall apply in case of facilities granted against pledge/ charge/ lien of Third Party securities. The Borrower and/ or the Third Party hereby jointly and severally agree that in the event of an event of default or in case of withdrawal or termination of loan facilities for any reason whatsoever, the Borrower and/ or the Third Party shall repay the entire outstanding amounts including principal, interest, default interest and all fees, costs, charges, expenses or any other amounts payable to you under the said Facility Letter/ Loan Agreement. Further, if the Borrower and/ or the Third Party default in payment of any amounts or further securing or satisfying to you on written demand to that effect, any money or liability hereby secured, you may without further notice, sell, redeem, switch out or otherwise dispose of any of their respective securities as specified in the First and the Second Schedule hereunder written hereto or any part thereof or any substituted securities in such manner and for such consideration (whether payable or deliverable immediately or by installments) as you may think fit and you may apply the proceeds of sale, redemption, switching out or disposal in or towards discharge of the costs incurred therein and of the money or liabilities hereby secured and the residue in respect of our respective securities shall be paid to us or our order. I/ We shall not raise any objections regarding the regularity of the sale or the adequacy of consideration received and/ or actions taken by the Bank nor shall the Bank be liable or responsible for any loss that may be occasioned from the exercise of such power and/ or may arise from any act or default on the part of any broker or auctioneer or other person or body engaged by the Bank for the said purpose.
3. The Third Party hereby agrees that you may at all times, without discharging or in any manner affecting the Third Party's security hereby created and without any notice to me/ us:
  - (a) Determine, vary or increase any credit to the Borrower or the terms of such credit, including changes in interest rates.
  - (b) Grant to the Borrower or to any other person any time or indulgence.
  - (c) Renew any bills, notes, or other negotiable securities.
  - (d) Deal with, exchange, release, modify or abstain from perfecting or enforcing any securities or other guarantees or rights which you may now or hereafter have from or against the Borrower or any other person.
  - (e) Compound with the Borrower or with any other person or Third Party.
4. Until all money and liabilities due or incurred by the Borrower to you shall have been paid or discharged, the Third Party agrees that it will not by paying off any sum recoverable hereunder or by any other means or any other ground claim any set-off or counter-claim against the Borrower in respect of any liability from the Third Party to the Borrower or claim or prove in competition with you in respect of any payment by the Third Party hereunder or be entitled to claim or have the benefits of any set-off, counter-claim or proof against or dividend, composition or payment by the Borrower or his estate or the benefit of any other security which you may now or hereinafter hold for any money or liabilities due or incurred by the Borrower to you or to have any share therein.
5. A certificate by an executive officer of your Bank as to the money and liabilities for the time being due or incurred to you from or by the Borrower and as to the value of the Borrower's and/ or Third Party's securities shall be conclusive evidence against us in any legal proceedings.
6. The security hereby created is in addition to any other guarantee or security for the Borrower now or hereafter held from the Borrower and/ or the Third Party or otherwise, and shall not prejudice any other rights or remedies that you may have against the Borrower and/ or the Third Party in case of non-payment by the Borrower of the amounts outstanding from the Borrower.
7. The Third Party hereby declares that he/ she/ it has not taken and will not take from the Borrower without your consent any undertaking or security in respect of my/ our liability hereunder or in respect of any other liability of the Borrower to them which will have the effect of reducing the assets available to you in the event of the bankruptcy, liquidation or other insolvency of the Borrower.
8. We, (for purposes of this clause, the term 'We' shall mean and include the Borrower and the Third Party if the facility has been provided against Third Party securities) hereby jointly and severally declare as under:

- (a) The Borrower's securities and/ or Third Party's securities shall collectively be hereinafter referred to as "securities".
- (b) The pledge hereby created shall be deemed to be applicable and extend to and the securities subject hereto, shall include in addition to the securities mentioned in the First and Second Schedules hereto, any securities substituted therefor and all dividends or interest paid or payable after the date hereof and all, shares (and the dividends or interest thereon) rights, monies or property or any other securities accruing or offered at any time by way of redemption, bonus, preference, option, conversion or otherwise to or in respect of any securities hereby pledged and whether such other securities so accrued or offered are by way of shares, bonds, debentures, notes or any other security.
- (c) Any dividends, interest or other payments which may be received or receivable by you in respect of any securities hereby charged may be retained by you and held in suspense account and may be applied by you as though they were proceeds of sale hereunder. Notwithstanding any such payment, in the event of any proceedings in or analogous to bankruptcy, liquidation, composition or arrangement you may prove for and agree to accept any dividend or composition in respect of the whole or any part of such money and liabilities in the same manner as if this security had not been created;
- (d) We undertake for ourselves and our personal representatives or successors from time to time to execute and sign all letters, powers of attorney and other documents as specified in clause 8(q)(vii)(E) below which you may require for perfecting your title to the securities hereby charged or for vesting or enabling you to vest the same in yourself or your nominees or in any purchaser.
- (e) You or your nominees may exercise at your or their discretion in our name(s) or otherwise at any time whether before or after the power of sale hereunder has arisen and without any further consent or authority or our part in respect of any securities hereby charged any voting rights and all powers and rights which may be exercised by the person or persons in whose name/ names the securities are registered under the terms thereof or otherwise.
- (f) Without prejudice to the rights and obligations hereby created, any dividends interest or other monies hereby charged which may be received by us after the power of sale hereunder has arisen shall be held in trust for you and paid over to you on demand.
- (g) The security hereby created shall not be affected by any failure by you to take any security or by invalidity of any security taken or by any existing or future agreement by you as to the application of any advances made or to be made to the Borrower.
- (h) We and our successors in title during the continuance of this security will pay all calls or other payments due in respect of any securities subject hereto and in the event of default you may if you think fit make such payments on our behalf. Any sums so paid by you shall be repayable by our successors in title to you on demand and pending such repayment shall be a charge on the securities subject hereto.
- (i) In the event of fraudulent preference, we hereby undertake to be jointly and severally liable as surety for the debt to the extent of the charge on the securities or the value of our interest, whichever is the less even though the securities have been released.
- (j) We agree that this security shall be binding as a continuing security on us and our legal/ personal representatives or successors and assigns
- (k) The liability hereunder of each of us signing this Memorandum shall be joint and several (in case of more than one) and every agreement and undertaking by us shall be construed accordingly. Neither this security nor any party hereto being a joint or a joint and several debtor shall be released or discharged by the death of such party or by the death release or discharge of any other joint or joint and several debtor nor by the substitution of any other debtor or security.
- (l) We hereby agree that when the securities are re-transferred to us, we will accept delivery of securities of the same class or denomination as those listed in First and Second schedules respectively.
- (m) The pledged securities shall include all stocks shares and securities which we may have already pledged in your favour and also all stocks shares and securities which we may hereafter pledge in your favour instead of or in addition to the stocks shares and securities now pledged or for any other purpose whatsoever.
- (n) This security shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or any part of any sum or sums of money owing as aforesaid but shall be a continuing security and extend to cover any sums or sums of money which shall for the time being constitute the balance due from the Borrower to the Bank on any such account as hereinbefore mentioned.

- (o) At all times we undertake to keep up or maintain the value of such mortgaged securities and from time to time at the request of the Bank to pay to them margin money or at their option to deliver to them in approved stocks and shares such additional securities as they
- (p) You shall be entitled to disclose any information relating to the Borrower and/ or the Third Party which you may have to such persons or authorities as you may, in your sole discretion, deem fit and proper.
- (q) We hereby represent and declare that:
  - (i) Subject to this Memorandum, we are the sole legal and beneficial owners of and have good and marketable title to the securities listed in the First and Second schedules (as applicable) respectively, which securities are free from any and all security interest;
  - (ii) The securities hereby pledged in your favour have been duly authorised and validly issued and allotted to us;
  - (iii) We have not granted or agreed to grant in favour of any person other than yourselves any interest in or any option or other rights in respect of the securities or any part thereof;
  - (iv) No charge or other instrument similar in effect covering all or any portion of the securities is registered, except such as may have been filed in your favour relating to this Memorandum and no lien of any kind whatsoever exists, has been granted or created or agreed to be granted or created in or over all or any part of the securities;
  - (v) We shall not create or attempt or agree to create or permit to arise or exist any lien or charge of any kind whatsoever, over all or any part of the securities other than those created under or pursuant to the terms of this Memorandum or otherwise sell, assign, transfer, charge, deal with or dispose of in any manner all or any part of the securities;
  - (vi) In respect of mutual funds, we agree and undertake not to apply for issue of the unit certificates nor to sell/ transfer/ redeem/ switch out/ mortgage/ dispose of the said units or any of them. We agree and undertake that in the event that the unit certificates are issued by the relevant mutual fund at any time whatsoever, we shall forthwith deliver the same to you to be held by you together with the statements and transfer forms, as security for the repayment of all amounts due from the Borrower, in the manner herein provided. We hereby declare and confirm that we have given notice of the security created herein to the relevant mutual funds and the respective mutual funds have taken note of the security created by us in your favour.
  - (vii) We shall execute and sign power of attorney and other documents and to do or permit to be done every act or thing or undertake from time to time all actions requested by you (including without limitation the making or delivery of filings, the payment of fees and charges and the issuance of supplemental documentation or procuring registration of the securities) under or pursuant to this Memorandum which may be necessary or expedient, for:
    - (A) Enforcing the security interest created by it under or pursuant to this Memorandum;
    - (B) Maintaining the security interest created by us under or pursuant to this Memorandum in full force and effect at all times;
    - (C) Perfecting your title to any or all of the securities or vesting or enabling it to vest the same in yourself, your nominee or in any purchaser;
    - (D) Preserving and protecting the securities, and your rights and remedies against us under or pursuant to this Memorandum; and
    - (E) Effectively exercising your rights and remedies under or pursuant to this Memorandum.
- (r) Any demand by you shall be deemed to have been sufficiently given if sent by prepaid letter post to the address last known to you of the person to whom or to whose personal representatives such notice is given, and shall be assumed to have reached the addressee in the course of post. [In case of individuals] In case of the death of any person who is a party hereto and until receipt by you of notice in writing of the grant of probate, of the will or administration of the estate of the deceased, any demand sent by you by post as aforesaid, addressed to the deceased or his personal representatives at the address of the deceased last known to you shall for all purposes be deemed a sufficient demand by you on the deceased and his personal representatives and shall be as actual as if the deceased were still living.
- (s) You may novate, transfer or assign your rights and benefits under this Memorandum.
- (t) Laws of India shall govern this Memorandum, the security and other documentation pursuant hereto and Courts or Tribunals having jurisdiction where your Branch is situated shall have exclusive jurisdiction over all aspects governing the interpretation and enforcement hereof.

9. Without prejudice to the your other rights hereunder or applicable law, we (the "Indemnifying Party") hereby indemnify and agree to hold you, your officers, directors, employees (the "Indemnified Party") harmless against and in respect of any and all claims, losses, damages, expenses, costs or other liabilities (including attorney's fees) incurred or suffered by the Indemnified Party in any manner from or due to any failure or default by the Indemnifying Party to duly perform its obligations under this Memorandum or any breach by the Indemnifying Party of the Indemnifying Party's representations and warranties under this Memorandum.
10. This Memorandum shall terminate only upon the receipt of the entire amounts due to you from us and the performance of all obligations under the Loan Agreement or by mutual written agreement between both of us.

AS WITNESS, the Borrower and the Third Party have executed this memorandum on this \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_ Two thousand \_\_\_\_\_

presents pursuant to the resolution of its Board of Directors passed at their meeting held on \_\_\_\_\_

in the presence of

Mr. \_\_\_\_\_ (name and description)  
and

Mr. \_\_\_\_\_ (name and description)  
who have signed these presents in token thereof.

OR

SIGNED AND DELIVERED BY within named

Mr. \_\_\_\_\_ (name of the sole proprietor)

OR

SIGNED AND DELIVERED by the within named

Mr.

in his capacity as the Karta and Manager of the Joint Hindu Family

OR

SIGNED AND DELIVERED BY

Mr.

Mr. \_\_\_\_\_ and

Mr. \_\_\_\_\_ Partners ]

carrying on business in the name and style of

M/ s. \_\_\_\_\_

(name of the partnership firm)

AND

By DEUTSCHE BANK AG, the within named Pledge through its constituted Attorneys:

1.

2..

## The First Schedule Above Referred To (Borrower's Securities)

## A) Details of Securities

SI No.	Name of the Security	No. of Units	Original value per Unit (Rs.)	Total face value (Rs.)

For \_\_\_\_\_

(Authorised name and signature (s))

## The Second Schedule Above Referred To (Third Party's Securities)

## A) Details of Securities

SI No.	Name of the Security	No. of Units	Original value per Unit (Rs.)	Total face value (Rs.)

For \_\_\_\_\_

(Authorised name and signature (s))

(name and signature in case of individual)

## Deed Of Hypothecation

(applicable where stock and book debts and/or Fixed Assets are being provided as security)

Document No.3

THIS DEED OF HYPOTHECATION ("Deed") is made on the day, month and year set out in Schedule I by THE PERSON(S) NAMED IN SCHEDULE I hereof (hereinafter referred to as the " Borrower", which expression shall, unless contrary to the context or meaning thereof, mean and include (i) its administrators, successors and permitted assigns in the case of a company; (ii) each of the partners from time to time and their heirs and legal representatives in the case of a partnership; (iii) his or her heirs or legal representatives in the case of an individual; and (iv) successors and permitted assigns in the case of any other entity) in favour of [DEUTSCHE BANK AG], a corporation duly organised and existing under the laws of Federal Republic of Germany and herein represented through its branch in India located at the place set out in Schedule I hereof (hereinafter referred to as the " Lender" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors in title and assigns).

The Borrower and the Lender are individually referred to as Party and collectively as Parties.

WHEREAS:

- A. The Lender has agreed to make available to the Borrower and the Borrower has agreed to avail, the Facilities as more specifically detailed in Schedule I hereof (" Facilities") in accordance with the terms and conditions contained in the Facility Agreement dated entered into between the Parties ("Facility Agreement").
- B. Under the Facility Agreement, the Borrower has agreed to pay, repay or reimburse, as the case may be, the Facilities together with repayment installments, overdue charges, premium on prepayment, all costs, charges, fees, expenses, other monies due, and all other present and future obligations and liabilities under the Facility Agreement, or under any other agreement entered into between the Parties, irrespective of whether such obligations, payments, debts or liabilities on account of the Facility Agreement or such other agreement are present or future, actual or contingent, owed upon the occurrence of an Event of Default or otherwise and duly observe and perform all the terms and conditions of the Financing Documents ("Borrower's Obligations")
- C. Further, under the Facility Agreement, the Parties have agreed that the Borrower's Obligations shall be secured, inter alia, by a hypothecation in favor of the Lender on the assets of the Borrower as more specifically detailed in Schedule I ("Hypothecated Assets").

NOW THEREFORE, in respect of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Unless otherwise defined, capitalised terms used in this Deed shall have the meanings as assigned to them in the Facility Agreement. The principles of interpretation as applicable to the Facility Agreement shall also be applicable to this Agreement unless otherwise indicated.
2. In pursuance of the Facility Agreement and in consideration of the Facilities sanctioned by the Lender, it is hereby agreed and declared that as security for repayment and/ or performance of the Borrower's Obligations , the Hypothecated Assets are hereby hypothecated and charged in favour of the Lender by way of charge and right of set-off over all the rights, title, interest, benefit, claims and demands whatsoever of the Borrower.

3. The security created by or pursuant to this Deed is a continuing security and shall till such time it is redeemed in terms of this Deed, remain in full force and effect notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Borrower of the whole of the Facilities and/ or of the balance due to the Lender or any part thereof and is in addition, and without prejudice, to any other security, guarantee, lien, indemnities or other right or remedy which the Lender may now or hereafter hold for the Facilities and/ or for the balance due to the Lender or any part thereof. The security created by this Deed shall not effect, impair or discharge the liability of the Borrower by insolvency, liquidation, winding up (voluntary or otherwise) or by any merger or amalgamation, reconstruction or otherwise of the Borrower with any other company or take over of the management or nationalisation of the undertaking of the Borrower. The security created under this Deed is in addition to, and independent of, any security or any other security or right or remedy now or at any time hereafter held by or available to the Lender.
4. This security may be enforced against the Borrower without first recourse to any other right of the Lender.
5. The Hypothecated Assets and all sales, realisation and insurance proceeds thereof shall be held as the Lender's exclusive property specifically appropriated to the security, and the Borrower shall not part with the Hypothecated Assets save by way of sale or dealings in the ordinary course of the Borrower's business, provided that no sale of such Hypothecated Assets shall be made after prohibition in writing from the Lender against selling, provided further that the Borrower shall not create or suffer any mortgage, charge, lien or encumbrance affecting the Hypothecated Assets or any part thereof or do anything which would prejudice the security.
6. The Borrower may, only with the previous written consent of the Lender, from time to time to sell or dispose off in any manner the Hypothecated Assets or any part thereof, provided the market value of the Hypothecated Assets is paid to the Lender, or goods of a similar nature as the Hypothecated Assets and of at least equal value are substituted for the Hypothecated Assets so sold or disposed off, after previous approval of the Lender obtained in writing.
7. The Borrower shall at its expense keep the Hypothecated Assets in marketable and good condition and insure the same by an insurance company or companies approved by the Lender in the name of the joint names of the Borrower and the Lender against any loss or damage by theft, fire, lightning, earthquake, explosion, riot, strike, civil commotion, storm, tempest, flood, erection risk, war risk and such other risks as may be determined by the Lender and including all marine, transit and other hazards incidental to the acquisition, transportation and delivery of the Hypothecated Assets to the place of use or installation. The Borrower shall deliver to the Lender the relevant policies of insurance duly assigned to the Lender and maintain such insurance policies throughout the continuance of the security of these presents and deliver to the Lender the renewal receipts therefor and shall duly and punctually pay all premia and shall not do or suffer to be done or omit to do or be done any act which may invalidate or avoid such insurance. The Borrower agrees and shall ensure that the insurance policies (as mentioned above) shall: (a) name the Lender as the beneficiary, first loss payee and additional insured; (b) cause the insurers of the aforementioned insurance policies to waive all express and implied rights of subrogation against the Lender; (c) contain an express endorsement that the Lender is not responsible for any premium; (d) include provisions relating to (inter alia) the cancellation, reduction of cover, amendment, non-renewal or lapse of such insurance policies, as may be required by the Lender; and (e) include other provisions as may be customary and reasonably deemed necessary by the Lender. Should the Borrowers fail to so insure or fail to deliver the policies or receipts for premium duly endorsed as aforesaid 3 (three) days after demand, the Lender shall be at liberty, though not bound, to effect such insurance at the expenses of the Borrower. The Borrower further agrees that the Lender shall be at liberty at any time at its discretion to insure the Hypothecated Assets for their full market value against riot and civil commotion risk or any other type of insurance risk at the expenses of the Borrower with any insurance company. All sums received under any such insurance as aforesaid shall be applied towards the liquidation of the balance due to the Lender for the time being, and in the event of there being a surplus the same shall be applied as provided by clause 15 hereof. On the occurrence of an Invocation Event, the Lender may (but shall not be bound to) keep in good condition and render marketable the Hypothecated Assets and take out/ renew such insurance. Any premium paid by the Lender and any costs, charges and expenses incurred by the Lender shall forthwith on receipt of a notice of demand from the Lender be reimbursed to the Lender together with interest thereon at the applicable rate under the Facility Agreement, from the date of payment till reimbursement thereof and until such reimbursement by the Borrower the same shall be debited to the account of the Borrower and be a charge on the Hypothecated Assets.

8. The Borrower shall permit the Lender, their officers, servants or agents from time to time and at all times during the continuance of this security to enter upon any godown or premise wherein the Hypothecated Assets or any part thereof may for the time being be, and to view, inspect and value the same and to take inventory thereof, and render to the Lender, their officers, servants and agents all reasonable facilities as may be required for any of the purposes aforesaid. The Borrower shall pay to the Lender on demand all fees and other costs, charges and expenses of and incidental to the inspection and valuation of the Hypothecated Assets.
9. The Borrower shall, whenever required by the Lender, give full particulars to the Lender of all the assets of the Borrower and of the Hypothecated Assets and shall furnish and verify all statements, reports, returns, certificates and information from time to time and as required by the Lender and make, furnish and execute all necessary documents to give effect to this security.
10. The Borrower shall at all times during the continuance of this security keep and maintain such Margin of security in favour of the Lender as stipulated in the Facility Agreement.
11. On the failure of the Borrower to fulfil the Borrower's Obligations, or in the event the Lender places one or more of the Facilities alongwith other amounts payable by the Borrower to the Lender on demand, or in the event the Lender declares the Facilities and all amounts owed to the Lender under the Facility Agreement to be immediately due and payable or upon the occurrence of an Event of Default by the Borrower, or in the event of the Borrower committing a breach of any of the terms and conditions of this Deed or the Financing Documents, or on the occurrence of any circumstances which in the opinion of the Lender, endangers the security hereby created (each event being referred herein as an "Invocation Event"), the Lender shall, without any notice and without assigning any reason and at the risk and expense of the Borrower seise, recover, receive and remove and/ or sell by public auction or by private contract, dispatch or consign for realisation or otherwise dispose off or deal with all or any part of the Hypothecated Assets and shall have the right to enforce, realise, settle, compromise and deal with any rights or claims relating thereto without being bound to exercise any of these powers or be liable for any losses in the exercise or non-exercise thereof and without prejudice to the Lender's rights and remedies of suit or otherwise.
12. Notwithstanding any pending suit or other proceeding, the Borrower undertakes to give immediate possession of the Hypothecated Assets to the Lender or its nominees, on demand and to transfer and to deliver to the Lender all relative bills, contracts, securities and documents and the Borrower hereby agrees to accept the Lender's account of sales and realisations as sufficient proof of amounts realised and relative expenses and to pay on demand by the Lender any shortfall or deficiency thereby shown. Provided, however, that the Lender shall not in any way be liable or responsible for any loss, damage or depreciation that the Hypothecated Assets may suffer or sustain on any account whatsoever whilst the same are in possession of the Borrower or by reason of exercise or non-exercise of rights and remedies available to the Lender and that all such loss, damage or depreciation shall be wholly debited to the account of the Borrower howsoever the same may have been caused.
13. The Borrower agrees to accept as conclusive proof of the correctness of any sum claimed to be due by the Lender under the Facility Agreement, any statement of account made out in the name of the Lender and signed by its duly authorised officer, without any production of any other voucher, document or paper.
14. If the net sum realised pursuant to clause 12 hereinabove is insufficient to cover the balance due to the Lender, the Lender shall be at liberty to apply any other money or monies in the hands of the Lender standing to the credit of or belonging to the Borrower towards payment of the balance for the time being due to the Lender, and in the event of there not being any such money or monies as aforesaid in the hands of the Lender, or in the event of such money or monies being still insufficient for the discharge in full of such balance, the Borrower promise and agree to pay further balance which may appear to be due by the Borrower. Provided that, nothing herein contained shall be deemed to negate, qualify or otherwise prejudicially affect the right of the Lender to recover from the Borrower the balance for the time being remaining due from the Borrower to the Lender under the Facilities notwithstanding that all or any of the Hypothecated Assets may not have been realised.

15. In the event of there being a surplus available of the net proceeds realised pursuant to clause 12, after payment in full of the balance due to the Lender, it shall be lawful for the Lender to retain and apply the said surplus together with any money or monies belonging to the Borrower for the time being in the hands of the Lender as far as the same shall extend, against, in or towards payment or liquidation of any and all monies which shall be or may become due from the Borrower, whether solely or jointly with any other person or persons, firm or company, to the Lender by way of loans, discounted bills, letters of credit, guarantees, charges or any other debt or liability including bills, notes credits and other obligations current though not due and payable or other demand legal or equitable which the Lender may have against the Borrower.

16. The Borrower hereby agree and undertake to transfer and deliver to the Lender all related documents and papers and agree to accept the Lender's accounts of all sales or receipts of realisation and to pay any shortfall or deficiency thereby shown.

17. The Borrower hereby declare that the Hypothecated Assets are the absolute properties of the Borrower at the sole disposal of the Borrower free from any prior charge or encumbrance, and that the Borrower has not done or knowingly suffered or been party or privy to anything whereby the Borrower is in anyway prevented from hypothecating the Hypothecated Assets in the manner aforesaid, and that the Borrower will do and execute at its costs all such acts and things for securing the Hypothecated Assets or part thereof as may be required by the Lender.

18. The Lender, at any time after the security hereby created has become enforceable, and whether or not the Lender shall then have entered into or taken possession of, and in addition to the powers herein conferred upon the Lender after such entry into or taking possession of, may have a receiver or receivers appointed of the Hypothecated Assets or any part thereof ("Receiver"). The following provisions shall apply to such Receiver:

- unless otherwise directed by the Lender, such Receiver shall have and exercise all powers and authorities vested in the Lender;
- the Receiver shall, in exercise of his powers, authorities and discretions, conform to the regulation and directions from time to time made and given by the Lender;
- the Lender, may from time to time, fix the remuneration of such Receiver, and shall direct payment thereof out of the Hypothecated Assets, but the Borrower alone shall be liable for the payment of such remuneration;
- the Lender may, from time to time and at any time, require such Receiver to give security for the due performance of his duties as such Receiver and may fix the nature and amount of the security to be given to the Lender, but the Lender shall not be bound to require such security;
- the Lender may pay over to such Receiver any monies constituting part of the securities to the intent that the same may be applied for the purpose hereof by such Receiver and the Lender may, from time to time, determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver;
- every such Receiver shall be the agent of the Borrower for all purposes and the Borrower alone shall be responsible for his acts and defaults, loss or misconduct and liable on any contract or engagement made or entered into by him. The Lender shall not incur any liability or responsibility by reason of its making or consenting to the appointment of the Receiver.

19. The Borrower represents and warrants that:

- it has the competence and power to execute this Deed;
- it has done all acts, conditions and things required to be done, fulfilled or performed, and all authorisations required or essential for the execution of this Deed or for the performance of their obligations in terms of and under this Deed have been done, fulfilled, obtained, effected and performed and are in full force and effect and no such authorisation has been, or is threatened (to their knowledge) to be, revoked or cancelled;
- this Deed has been duly and validly executed by it or on its behalf and this Deed constitutes its legal, valid and binding obligations;
- the entry into, delivery and performance by them of, and the transactions contemplated by, this Deed do not and will not conflict: (i) with any law; (ii) with their constitutional documents (where applicable); or (iii) with any document which is binding upon it or on any of its assets;
- the execution or entering into by it of this Deed constitutes, and performance of their obligations under this Deed will constitute, private and commercial acts done and performed for private and commercial purposes; it is not, will not be entitled to, and will not claim immunity for itself or any of its assets from suit, execution, attachment or other legal process in any proceedings in relation to this Deed;

- f. all information communicated to or supplied by or on behalf of it to the Lender from time to time are true and fair/ true, correct and complete in all respects;
- g. no stamp duty or registration fees or similar taxes or charges are payable in any jurisdiction in respect of this Deed, other than the sum paid on this Deed as stamp duty on or prior to the date hereof;
- h. it will not initiate, promote or participate in any unfair or manipulative market practices;
- i. there is no litigation, arbitration or administrative proceedings or proceedings before or of any court, tribunal which are current or pending or, which might have an adverse effect on the business, assets, condition (whether financial or otherwise), operations, performance, assets or prospects of this Deed;
- j. all consent, license, approval, registration, permit or other authorisation of any nature which is required to be granted by any statutory or regulatory authority and any third party approvals and consents required or advisable in connection with the entry into performance, validity and enforceability of this Deed and the transactions contemplated hereby have been obtained or effected and are in full force and effect;
- k. the Hypothecated Assets and all sale realisations and insurance proceeds thereof and all documents over which security has been created under this Deed shall always be kept distinguishable and be dealt with only under the directions of the Lender and the Borrower shall not create any further security upon the Hypothecated Assets or any part thereof except in favour of the Lender, nor suffer any charge, mortgage, lien or other encumbrance or any attachment or distress to affect the same or any part thereof except with the prior written consent of the Lender nor do or allow anything that may prejudice this security and the Lender shall be at liberty to incur all costs and expenses as may be necessary to preserve the security created pursuant to this Deed;
- l. the Hypothecated Assets is and will at all times be the unencumbered, absolute and disposable property of the Borrower;
- m. no authorisation, approval, consent, licence, exemption, registration, recording or filing with any authority which has not been duly and unconditionally obtained, made or taken is necessary or desirable to ensure the validity and enforceability of this Deed or the rights of the Lender under this Deed; and
- n. except to the extent specifically permitted by the Lender in writing, the Borrower shall not deal in the Hypothecated Assets in any manner.

20. The security created under this Deed is in addition to, and independent of, any security or right or remedy now or at any time hereafter held by or available to the Lender.

21. This Deed may be enforced without the Lender first having recourse to any other security or rights or taking any other steps or proceedings against the Borrower, or may be enforced for any balance due after resorting to any one or more means of obtaining payment or discharge of the Borrower's Obligations .

22. The security hereby created shall not be prejudiced by any collateral or other security including any personal guarantees now or hereafter held by the Lender for any money hereby secured or by way of any release, exchange or variation of any such security.

23. The Borrower hereby appoints the Lender as its attorney in terms of the power of attorney attached as Schedule II and authorises the Lender to act for and in the name of the Borrower to do whatever the Borrower may be required to do under these presents and generally to use the name of the Borrower in the exercise of all or any of the powers by these presents conferred on the Lender and the Borrower shall bear the expenses that may be incurred in this regard.

24. All notices under this Deed shall be made in writing and can be delivered by post, facsimile and email at the address of the Parties hereto given in Schedule I or any substitute address or fax number or department or officer as the Party may notify to the other Parties by not less than 5 (five) Business Days' notice.

25. The Borrower shall indemnify the Lender and every Receiver, attorney, manager, agent or other person appointed by the Lender against all actions, proceedings, claims, demands, direct losses, liabilities, damages suffered, costs and expenses incurred by it in the execution of this Deed and all actions, proceedings, claims, demands, costs, charges and expenses which may be incurred, sustained or raised in respect of or as a consequence of the breach, non-performance of or non-observance of any of the representations, warranties, undertakings and agreements on the part of the Borrower herein contained or in respect of any matter or thing done or omitted relating in any way whatsoever to the Hypothecated Assets.
26. The Borrower agrees and undertakes to execute such other deeds or documents as may be required by the Lender to further perfect, protect and/ or enforce the security created hereunder.
27. Nothing herein shall prejudice the rights or remedies of the Lender in respect of any present or future security, guarantee obligation or decree for any indebtedness or liability of the Borrower to the Lender.
28. The provisions contained herein shall be read in conjunction with the provisions of the Facility Agreement as amended from time to time and to the extent of any inconsistency or repugnancy the latter shall prevail for all intents and purposes.
29. The Borrower shall pay any and all stamp duty, registration and similar taxes or charges, which may be payable in connection with the execution, entry into, performance or enforcement of this Deed.
30. The Borrower shall take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable laws and regulations to consummate or implement expeditiously the transactions contemplated by this Deed.
31. No failure to exercise and no delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
32. This Deed binds and inures to the respective successors and assignees of the parties hereto, except that the Borrower may not assign or otherwise transfer all or any part of its rights and obligations under this Deed without the prior written consent of the Lender. The benefit of this Deed may be freely and unconditionally assigned, transferred or otherwise disposed of, in whole or in part, by the Lender to any other person.
33. The rights and remedies conferred upon the Lender under this Deed are cumulative and shall not prejudice any other rights or remedies to which the Lender may, independently of this Deed, be entitled.
34. This Agreement shall be governed by and construed in accordance with the laws of India and the courts specified in Schedule I hereof shall have jurisdiction in all matters connected herewith.
35. The Borrower shall take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable laws and regulations to consummate or implement expeditiously the transactions contemplated by, and the agreements and understanding contained in this Deed.
36. The Deed may be amended in writing by the Lender from time to time at its sole discretion and it shall give the Borrower, notification of any such amendments.
37. No delay or omission of the Lender in exercising any right accruing on it upon any default hereunder shall impair any such right or be construed to be a waiver thereof or any acquiescence in such default.
38. This Deed may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument

IN WITNESS WHEREOF the Borrower has been herein affixed the day and year first hereinabove written.

Pursuant to the resolution of its Board of Directors/ Trustees/ Members passed at their meeting held on \_\_\_\_\_ in the presence of Mr. \_\_\_\_\_

(name and description) and Mr. \_\_\_\_\_ (name and description)

who have signed these presents in token thereof.

1) \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

2) \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

3) \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

4) \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

Date:

Place:

Signed and delivered by the Partners of \_\_\_\_\_ firm named mentioned below:-

1) \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

2) \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

3) \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

4) \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

Date:

Place:

Signed and delivered by \_\_\_\_\_  
(Name and Signature of Authorised Person)

Date:

Place:

\_\_\_\_\_  
Signature of Borrower(s)

## Schedule I Referred To Hereinabove

### Part A: General Information

Effective date of the deed	
Name and address of the Borrower	
Name and address of the branch of the Lender	
Courts having exclusive jurisdiction	

### Part B: Details Of The Facilities

1. Amount of Facility	
2. Nature of Facility	Working Capital Facility
3. Date of Facility Agreement	

### Part C: Details Of The Hypothecated Assets

(tick the applicable asset)

1. All the Borrower's present and future stock-in-trade consisting of stocks of raw materials, goods-in-process, semi-finished and finished goods, consumable stores, spares etc. which now or hereinafter from time to time during the continuance of these presents shall be brought in, stored or be in or above the Borrower's premises or godowns, at the godowns or premises of the Borrowers' agents or representatives or at various work sites or at any up country place or places wheresoever situated in India and/ or in transit, whether now belonging to or that may at any time during the continuance of these presents belong to the Borrower and/ or that may be now or hereafter held by any party anywhere else in India to the order and disposition of the Borrower.
2. All the present and future book debts, outstandings, monies receivable, claims, bills, contracts, engagements, securities which are now due and owing or which may at any time hereafter, during the continuance of these presents, become due and owing to the Borrower in the course of its business by any person, firm, company, or body corporate or by the Government of India or any State Government or any government department or office or any municipal or local or public or semi-government body or authority or any body corporate or any undertaking or project whatsoever in the public sector.
3. Moveable plant and machinery, equipment, appliances, furniture, Product(s), machinery spares and stores, tools and accessories, whether or not installed.
4. Related moveable's in the course of transit or delivery whether now belonging or which may hereafter belong to the Borrower or which may be held by any person at any place within or outside India to the order or disposition of the Borrower and all documents of title including bills of lading, shipping documents, policies of insurance and other instruments and documents relating to such moveable's together with benefits of all rights thereto.

\_\_\_\_\_  
Signature of Borrower(s)

IN WITNESS WHEREOF the Borrower has been herein affixed the day and year first herein above written.

Pursuant to the resolution of its Board of Directors/ Trustees/ Members passed at their meeting held on

in the presence of Mr. \_\_\_\_\_

(name and description) and Mr. \_\_\_\_\_ (name and description)

who have signed these presents in token thereof.

1) \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

2) \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

3) \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

4) \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

Date:

Place:

Signed and delivered by the Partners of \_\_\_\_\_ firm named mentioned below:-

1) \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

2) \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

3) \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

4) \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

Date:

Place:

Signed and delivered by \_\_\_\_\_  
(Name and Signature of Authorised Person)

Date:

Place:

\_\_\_\_\_  
Signature of Borrower(s)

**Schedule II Referred To Hereinabove**

**Power Of Attorney**

(hereinafter referred to as the " Borrower", which expression shall, unless contrary to the context or meaning thereof, mean and include (i) its administrators, successors and permitted assigns in the case of a company; (ii) each of the partners from time to time and their heirs and legal representatives in the case of a partnership; (iii) his or her heirs or legal representatives in the case of an individual; and (iv) successors and permitted assigns in the case of any other entity), does authorise, appoint, constitute and retain DEUTSCHE BANK AG, a corporation duly organised and existing under the laws of Federal Republic of Germany and herein represented through its branch in India located at \_\_\_\_\_ to be its true and lawful attorney (the " Attorney"), to do the acts, deeds, matters and things in its name as more particularly set out below.

1. The Attorney is authorised to do whatever the Borrower may be required to do under the Deed of Hypothecation dated \_\_\_\_\_ executed by the Borrower in favour of the Attorney ("Deed") and generally to use the name of the Borrower in the exercise of all or any of the powers conferred on the Attorney under the Deed and the
2. Without prejudice to the generality of paragraph 1 above, the Attorney may:
  - (a) execute all instruments and deeds and do all acts, deeds, matters and things which:
    - (i) the Borrower is authorised to execute and do under the covenants and provisions contained in this special power of attorney; and
    - (ii) may be necessary to give effect to the provisions of the Deed and for the preservation, enforcement and realisation of the Security therein created; and
  - (b) generally use the name of the Borrower in the exercise of all or any of the powers conferred on the Attorney under the provisions of the Deed.
3. For the purposes of this document, all capitalised terms used and not defined in this special power of attorney will have the meaning ascribed to them in the Deed.
4. The Borrower hereby issues an irrevocable special power of attorney and further ratifies and confirms all actions taken by its Attorney or his substitute, in this regard, on its behalf and revokes all previous authorisations, if any, in respect of the above.
5. The Borrower agrees that this power of attorney is coupled with interest.
6. The Borrower agrees that the Attorney may at any time, appoint and remove at its sole absolute pleasure and discretion any substitute under such Attorney in respect of all or any of the matters aforesaid.

In witness whereof the Borrower has executed this Power of Attorney on the day and date mentioned below:

\_\_\_\_\_  
Signature of Borrower(s)

Pursuant to the resolution passed by the Board of Directors in their meeting held on \_\_\_\_\_  
in the presence of \_\_\_\_\_ who has accordingly signed the same.

Date:

Place:

Signed and delivered by the Partners of \_\_\_\_\_ firm named mentioned below:-

1) _____	(Name)	_____	(Signature)
2) _____	(Name)	_____	(Signature)
3) _____	(Name)	_____	(Signature)
4) _____	(Name)	_____	(Signature)

Date:

Place:

Signed and delivered by \_\_\_\_\_  
(Name and Signature of Authorised Person)

Date:

Place:

\_\_\_\_\_  
Signature of Borrower(s)

## Letter of Set -Off

(applicable If fixed deposit Is being provided as security)

To

The Manager

Deutsche Bank AG

\_\_\_\_Branch

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Dear Sir,

Funds in customer ID.

1. In consideration of Deutsche Bank AG, \_\_\_\_\_ Branch, (hereinafter called "the Bank") making or continuing to make credit facility/ facilities available to us in the nature of overdraft, for as long as the Bank may think t. I/ we hereby agree that in addition to any general lien or similar right to which the Bank may be entitled by law the Bank may at any time and without notice to me/ us set off or transfer and/ or combine or consolidate any sum or sums from time to time (including any amount in addition to or in replacement of any such sums and all accrued interest ) standing to the credit of my/ our customer ID/ Account No. \_\_\_\_\_ towards satisfaction of any of my/ our liabilities to the Bank in respect of the aforesaid credit facility/ facilities or otherwise anywhere or for any other account or in any other respect. The right of set off to the Bank is on a continuing security basis and in addition to and with out prejudice to any other securities or right the Bank may now or hereafter hold or acquire.
2. I/ we further agree that in addition to any general lien or similar right which the Bank may be entitled by law in respect of all securities and monies now or hereafter standing to my/ our credit with the Bank on any accounts (including the above-mentioned Account), the Bank may forthwith at any time and without notice to me/ us combine or consolidate any of the accounts whether current, deposit or otherwise, toward satisfaction of any liabilities to the Bank and set off or transfer such sum or sums standing to the credit of anyone or more of such accounts in or towards satisfaction of any of my/ our liabilities to the Bank on any account or in any respect and regardless of whether the tenor of any sum has matured. Any sum in any of these accounts shall not be withdrawable or transferable by me/ us so long as any liabilities are due or outstanding from me/ us to the Bank.
3. In pursuance of the above I/ we hereby confirm that-
  - (i) The entire funds in any of the aforesaid accounts are and shall always be free from any charges, liens or encumbrances, of any nature whatsoever;
  - (ii) The instructions for set off as mentioned hereinabove and the rights hereby conferred upon the Bank are irrevocable;
  - (iii) This letter shall be absolutely binding upon me/ us and my/ our heirs, executors, liquidators, trustees, administrators/ successors and any other party lawfully acting on my/ our behalf or claiming under me/ us.
4. The obligations under this letter constitute my/ our valid, legal and binding obligations, and are enforceable against me/ us. My/ our execution and performance under this letter does not breach any provision of our constitutive documents, any laws nor any contracts binding on us.

This letter shall be governed by the laws of India.

5. In this agreement, the expressions -
  - (a) "the Bank", as circumstances require, shall mean Deutsche Bank AG and any of its branches separately in any part of the world .
  - (b) "liabilities" shall include all liabilities whether accrued or contingent, primary or collateral, joint or several or any combination thereof and shall include interest, bank charges and any other amounts due to the Bank.

Dated this \_\_\_\_\_ day of \_\_\_\_\_  
For.

(Authorised name and signature (s))

## Letter of Set -Off -3rd party

(applicable if fixed deposit is being provided as security by 3rd party)

Document No.5

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Deutsche Bank AG  
\_\_\_\_\_ Branch

Dear Sir,

1. I/ We, the undersigned \_\_\_\_\_ having our registered office at (hereinafter referred to as "the Deposit Holder/ s") refer to my/ our following fixed deposit accounts (hereinafter collectively referred to as "the said Deposit(s)") with Deutsche Bank having its branch at (hereinafter referred to as "the Bank"):

Fixed Deposit Number Amount	Date of Deposit	Principal Amount (Rupees)	Date of Maturity	Maturity (Rupees)

2. In consideration of the Bank, from time to time, making advances to \_\_\_\_\_ having its \_\_\_\_\_ registered office at \_\_\_\_\_ (hereinafter referred to as "the Borrower/ s") and/ or giving the Borrower/ s banking accommodation and credit facilities as mentioned in the table below and/ or \_\_\_\_\_ any other liability whatsoever, either alone or jointly with any other person or persons, company or companies on any account whatsoever, whether actual or contingent, whether in the character of principal debtor or guarantor or surety or otherwise (hereinafter referred to as "the Facilities") and for the purpose of securing the due repayment of the Facilities alongwith interest and other applicable charges. I/ we, the Deposit Holder/ s unconditionally and irrevocably authorise the Bank to mark a lien on the said Deposit(s) in favour of the Bank.

Name of Facility	Principal Amount	Tenor of Facility	Date of Maturity	Rate of Interest (% per annum)

3. I/ We hereby give the Bank, notice that the said Deposit(s) represented by all sums from time to time standing to the credit of the said Deposit(s) byway of renewal or otherwise and all interest accruing on the said Deposit(s) has been liened in favour of the Bank.

Signature of the Deposit Holder(s) and the "Borrower(s)

4. I/ We irrevocably and unconditionally instruct and authorise the Bank (notwithstanding any previous instructions whatsoever which may have been given to the Bank to the contrary) as follows:
  - a. To hold the said Deposit(s) to the order of the Bank;
  - b. Without notice to me/ us, to redeem the said Deposit(s) on or before maturity date(s) of the said Deposit(s), set off, transfer or apply all or any of the monies from time to time standing to the credit of the Deposit(s) towards the discharge and satisfaction of all sums of money which now, or at any time or times hereafter, may become due or owing to the Bank by the Borrower/ s in respect of the Facilities and I/ we further agree that until all such liabilities shall have been fully discharged and satisfied, the Bank shall be deemed to have implied lien on the said Deposit/ s (notwithstanding the fact that the receipts/ confirmation of the said Deposit/ s are in my/ our possession) and shall have right to appropriate the proceeds of the said Deposit/ s, as the Bank may, in its absolute discretion, consider necessary to meet such liability on maturity of the said Deposit/ s.
  - c. Not to cancel or redeem the said Deposit(s) until the Facilities and any other liabilities as aforesaid have been fully repaid to the Bank to its sole satisfaction; or to create/ mark a second lien, charge and encumbrance on the said Deposit(s);
5. I/ We also understand and agree that on redemption and payment of proceeds of the said Deposit(s) to the Bank in terms of this letter, the receipts/ advises representing the said Deposit(s) shall stand cancelled and the Bank shall stand duly discharged by me/ us.
6. The instructions and authorisations, which are contained in this letter, shall remain in full force and effect until I/ we and the Facilities granted by the Bank are fully satisfied in the sole opinion of the Bank.
7. The security hereby created shall operate as lien and shall be and remain a continuing security for all the Borrower's indebtedness and liabilities either alone or jointly with any other person or persons, company or companies on any account whatsoever and for the ultimate balance due to the Bank in respect thereof.
8. Please note that the security created by way of lien, by virtue of the terms of the clause 2 hereinabove, shall not be affected by death, insolvency or insanity of me/ us or any one or more of us.
9. This letter shall be governed by and construed in accordance with the Laws of India.

Thanking you.

Yours faithfully.

(Authorised name and signature (s))  
("the Deposit Holder/ s" and the "Borrower's")

## First Schedule

(Description of the Principal Debtor)

The Principal Debtor means \_\_\_\_\_ (name of the borrower), having its registered office at \_\_\_\_\_

(herein referred to as "the Principal Debtor", which expression shall include its successors and assigns incase of company, heirs, executors, administrators and legal representatives of the proprietor incase of proprietorship, the firm's successors and partner or partners for the time being of the firm and the survivor or survivors among them and the heirs, executors, administrators, legal representatives of each one of them, incase of partnership firm)

## Second Schedule

Amount	INR _____ / - (Indian Rupees _____ Only)
--------	--

SIGNED SEALED AND DELIVERED  
by the within named guarantor

Mr/ Ms. \_\_\_\_\_

**Personal Guarantee(Individuals)**

(applicable for all facility as per requirement mentioned in Sanction Letter)

Deutsche Bank AG,

Branch

Place

Date: \_\_\_\_\_

DD M M Y Y Y Y

Dear Sirs,

In consideration of your having at my/our request, granted and or having agreed to grant from time to time at your discretion to the Principal Debtor, as defined in the First Schedule hereto certain facilities, brief particulars whereof are given in the Second Schedule hereto (hereinafter referred to as "the said Facilities") and on the terms and conditions as set out in an agreement in writing ("hereinafter referred to as "the said Agreement") executed between yourselves of the One Part and the Principal Debtor of the Other Part I/we hereby agree with and undertake to you, Deutsche Bank AG ("Bank") as under, namely:

1. We, \_\_\_\_\_, residing at \_\_\_\_\_ hereby irrevocably, independently and unconditionally guarantee the due payment to you, of all the amounts payable by the Principal Debtor to you in respect of the said Facilities or under the said Agreement and together with interest (at the rate(s) determined by you from time to time) and other charges, including all legal charges and expenses payable by the Principal Debtor under the said Agreement.
2. That this guarantee shall be independent of the said Agreement and we shall be independently liable to you under this guarantee, notwithstanding any of the provisions of the said Agreement or any other contract or arrangement between you and the Principal Debtor or any other person or persons.
3. That the amounts payable by me/us under this guarantee shall be paid by us without any demur or protest on receipt of notice in writing from you that a specified amount is due to you. I/we shall not ask further proof or evidence of your right to claim and receive the said sums from me/us and the notice issued by you to me/us shall be final and binding on us and the notice shall not be questioned by me/us in any respect whatsoever and I/we shall pay all the amounts claimed by you in your notice of demand within one week from the date thereof.
4. That this guarantee shall not be revoked by me/us without your prior consent in writing as you are granting the said Facilities to the Principal Debtor on the strength of this guarantee.
5. That any forbearance or omission on your part in enforcing any of the conditions of the said Agreement or any compliance by the Principal Debtor of any of the terms and conditions stipulated therein or granting of time or other indulgence to the Principal Debtor or in any other matter connected therewith, shall not discharge me/us in anyway of my/our obligations under this guarantee and my/our said obligations under this guarantee shall be discharged only upon payment of the amounts for which we are liable and to the extent of the said payment only.
6. That my/our liability under this guarantee shall not exceed the principal sum of INR \_\_\_\_\_ / -

(Indian Rupees \_\_\_\_\_ only) with interest at the rate mentioned in sanction letter and cost, charges and other expenses, including legal expenses, that may be payable to you by the Principal Debtor under the said Agreement, I/We understand and agree that you may make a demand under this guarantee any number of times, as long as the aggregate sum demanded and payable by us under this guarantee, does not exceed the maximum amount mentioned hereunder.

7. (a) I/We will make all payments to you without any set-off or counter-claim and without deduction or withholding for any taxes or similar charges. I/We will pay all present or future taxes or similar charges due with respect to such payment which may be imposed by any governmental authority, except taxes on your net income imposed by any jurisdiction. If any deduction or withholding has to be made by the law from any such payment. I/we will pay an increased amount so that after any such deduction or withholding you receive and retain a net amount equal to the amount which you would have received and so retained had no such deduction or withholding been made. I/We will provide you with official receipts evidencing payment of such taxes or similar charges within 30 days after the due date for each such payment.

(Name and Signature of Guarantor)

(b) Payments made by me/us to you pursuant to a judgment or order of a court or tribunal in a currency other than that of this guarantee (hereinafter referred to as "the Guarantee Currency") shall constitute a discharge of my/our obligation hereunder only to the extent of the amount of the Guarantee Currency that you, immediately after receipt of such payment in such other currency, would be able to purchase with the amount so received on a recognised foreign exchange market. If the amount so received should be less than the amount due in the Guarantee Currency under this guarantee. I/we am/are obliged to pay the difference.

8. That my/our liability under this guarantee shall not be affected by any infirmity or irregularity on the part of the Principal Debtor to enter into the said Agreement or to undertake all or any of the obligations thereunder or the winding up/dissolution/insolvency of or change in the constitution of the Principal Debtor.
9. That you shall have full discretionary powers, without any further consent from or notice to me/us and without in any way affecting our liability under this guarantee to renew the said facilities or any part thereof and to hold over, renew or give up in whole or in part and from time to time any securities received and/or to be received from the Principal Debtor.
10. That you shall have the fullest liberty without in any way affecting this Guarantee and discharging me/us from my/our liability hereunder to vary any of the provisions of the said Agreement or, to grant any indulgence to the Principal Debtor and I/we shall not be released by the exercise by you of any such power or by reason of time being given to the Principal Debtor or for any other forbearance, act or omission on your part or by any other matter or thing whatsoever which under the law relating to surety would, but for this provision, have the effect of so releasing me/us and I/we hereby waive all suretyship and other rights which I/we might otherwise be entitled to enforce.
11. That the guarantee hereby given is independent and distinct from any security that you have taken or may take in any manner whatsoever in respect of the said Facilities and notwithstanding the provisions of Section 140 and 141 of the Contract Act, 1872, or any other section of that Act or any other law, we will not claim to be discharged to any extent because of the Bank's failure to take any other such security or in requiring or obtaining any other such security or losing for any reasons whatsoever, including reasons attributable to its default and negligence, benefit of any other such security or any rights to any other such security that have been or could have been taken.
12. That without prejudice to the provisions of the preceding clause. I/we will not be concerned in any manner with any other security that you have taken or propose to take or may take in respect of the said Facilities and your failure requiring or obtaining any other securities or in the observance or performance of any of the stipulations or terms contained in the Agreement and your default in requiring or enforcing the observance or performance of any of the stipulations or terms of the said Agreement shall not have the effect of releasing me/us from our liability hereunder and of prejudicing the Bank's rights or remedies against me/us under this Guarantee or any other rights.
13. That this guarantee shall be a continuing security to you and shall not be determined by me/us except by performance and this guarantee shall be applicable to the ultimate balance that may be due to you from the Principal Debtor in respect of the said Facilities and/or the said Agreement notwithstanding that any account in respect of the said Facilities may in the meantime or at any time or times have been in credit or may have disclosed a reduced or a nil balance; and until repayment of the said balance, you shall be entitled to retain, realise or otherwise dispose of in such manner as you may think fit any securities now or hereafter held by you in respect of the said Facilities or the proceeds thereof and without any liability to account to me/us for any proportion of such securities or any proceeds thereof until the said ultimate balance shall have been satisfied.
14. That as long as any amounts are due to you from the Principal Debtor on any account whatsoever. I/we will not take any steps to enforce any right or claim against the Principal Debtor in respect of any monies paid by me/us to you hereunder.
15. That if you should receive payments from the Principal Debtor, or any person or persons as aforesaid liable to you or from any security held by you, or if the Principal Debtor or any person or persons as aforesaid liable to you shall become insolvent, or being a corporation or an incorporated company shall pass a resolution for voluntary winding up or shall be ordered to be wound up by an order of the court or shall enter into any arrangement, scheme or compromise with his, its, or their creditor or creditors, you shall be at liberty, without discharging my/our liability, to make or assent to any compromise, compositions or arrangements, or to prove and to rank as creditors in respect of the general balance of your account, or any item or items thereof, and to receive dividends thereupon, and all such payments and dividends received shall be treated as payments in gross and our liability shall extend to the ultimate balance after deducting such payments other than payments made by any co-surety, for the full sum hereby guaranteed, and to the entire exclusion and surrender of all my/our rights as surety in competition with you, the statutes of insolvency or any rule of law or equity to the contrary notwithstanding, unless you have been paid all your dues in full.

16. That I/we shall not prove in the insolvency/ winding up of the Principal Debtor to your prejudice and in case we hold any security from the Principal Debtor, such security would be held by us for your benefit and if so desired, be transferred to you.
17. That to give effect to this guarantee you may act as though I/we were the Principal Debtor and my/our liability hereunder will be several.
18. That I/we waive in your favour all or any of our rights against you and the Principal Debtor as may be necessary to give effect to any of the provisions of this guarantee and we agree that I/we shall not be entitled to claim the benefit of any legal consequences of any variations of the said Agreement or any other agreement between you and the Principal Debtor in respect of the said Facilities or in your allowing additional facilities to the Principal Debtor.
19. That this guarantee shall be in addition to and shall not merge with or otherwise prejudice or affect any other guarantee for the Principal Debtor signed by me/us or any other security right or remedy that you may at anytime hold.
20. That we shall, forthwith on demand made by the Bank, deposit with you such sum or security or further sum or security as you may, from time to time, specify as security for the fulfillment of our obligations under this guarantee and any security so deposited with the Bank may be sold by the Bank after giving me/us a reasonable notice of sale and the said sum or proceeds of the sale of the said security may be appropriated by you towards satisfaction of my/our obligations hereunder and any liability arising out of the non-fulfillment of my/our obligations hereunder.
21. That any notice to be given to me/us under these presents shall be deemed to have been given to me/us by sending the same by post at the following address and shall be effectual notwithstanding any change of address. It shall be sufficient if such notice were signed by any of your officers and in proving such service, it shall be sufficient to prove that the letter containing the demand was sent by prepaid post and properly addressed. Such letter shall be deemed to have been received by us on the expiry of 48 hours after the posting thereof and in the event of my/our death/the death of either of us, it shall be deemed to have been received by the legal representative of such deceased person.

address: \_\_\_\_\_

22. That an admission or acknowledgment by the Principal Debtor or by any person authorised by the Principal Debtor or a certificate signed by any of your officers or an authorised official of the amount due to you by the Principal Debtor or otherwise shall be binding and conclusive on me/us in court of law and elsewhere.
23. That in the event of the Principal Debtor being a firm, this guarantee and our obligations hereunder shall not be affected by any change in the constitution or style of the firm, whether consisting of or reduced to one individual at anytime.
24. The Guarantee herein contained shall not be determined or in any manner prejudiced by any absorption or amalgamation or re-constitution or alteration in the status or change in your constitution but shall be available for and by your successors and the absorbing or amalgamated or reconstituted or altered or changed authority or body.
25. That I/we have not taken/received and undertake not to take/receive the benefit of any security from the Principal Debtor or any other person liable under the said Agreement. If any such security is taken or I/we receive the benefit of the same. I/we hereby agree to forthwith deposit an amount equal to the value of the same with you until such security is released or the benefit thereof returned to the Principal Debtor.
26. That you shall be entitled at any time and without notice to me/us or the Principal Debtor to combine or consolidate all or any of my/our accounts and liabilities with or to you or set off or transfer any sum or sums standing to the credit of one or more of such accounts in or towards the satisfaction of my/our liability to you under this Guarantee.
27. This guarantee shall be binding on our respective heirs, executors, administrators or successors as the case may be.
28. I/We hereby warrant and represent that this guarantee does not infringe the law or any contract, agreement or document binding on me/us, and that the obligations hereunder constitute my/our legal, valid, binding and enforceable obligations.

(Name and Signature of Guarantor)

29. You shall be entitled to assign or transfer any of your rights and/or obligations under this guarantee. I/We shall not be allowed to transfer or assign any of my/ our rights or obligations under this guarantee.

30. If any provision of this guarantee is illegal, invalid or unenforceable for any reason, it will be severed from the remaining provisions which will remain unaffected. If any provision is unenforceable against any person constituting the Guarantor(s), it will, to the extent possible, remain enforceable against every other person constituting the Guarantor(s).

31. That in the event of there being more than one Guarantor, the agreement, obligations and liabilities of such persons herein contained or implied are joint and several.

32. That in the event of there being more than one Guarantor, each of the Guarantors agrees to be bound by this Guarantee notwithstanding that any others of the Guarantors who have intended to sign or to be bound may not do so or be effectually bound and notwithstanding that this Guarantee may be determined or become invalid or unenforceable against any one or more of such persons whether or not the deficiency is known to you. You may release any one or more of the Guarantors from this Guarantee and compound with or otherwise vary or agree to vary the liability of or grant time or indulgence to or make other arrangements with any one or more of the Guarantors or any other person, without prejudicing or affecting your rights and remedies against the others of the Guarantors.

33. This guarantee shall be governed and construed in all respects in accordance with the laws of India but in enforcing this guarantee, you are at liberty to initiate and take actions or proceedings or otherwise against me/us in [ \_\_\_\_\_ ] or elsewhere as you deem fit, and I/we hereby agree that where any actions or proceedings are initiated and taken in [ \_\_\_\_\_ ] or elsewhere. I/we shall and do hereby submit to the jurisdiction of the courts of [ \_\_\_\_\_ ] or the courts of the country where such actions or proceedings are initiated (as the case may be) in all matters connected with my/our obligations and liabilities under or arising from this guarantee.

In witness whereof the guarantor has/guarantors have executed these presents the day and year first hereinabove written.

In witness whereof the guarantor has/guarantors have executed these presents the day and year first hereinabove written.

#### First Schedule (Description of the Principal Debtor)

The Principal Debtor means \_\_\_\_\_  
(name of the borrower), having its registered office at \_\_\_\_\_

(herein referred to as "the Principal Debtor", which expression shall include its successors and assigns in case of company, heirs, executors, administrators and legal representatives of the proprietor in case of proprietorship, the firm's successors and partner or partners for the time being of the firm and the survivor or survivors among them and the heirs, executors, administrators, legal representatives of each one of them, in case of partnership firm)

#### Second Schedule

<b>Delete this Row</b>		
Amount		INR /-(Indian Rupees Only)

SIGNED SEALED AND DELIVERED by the : \_\_\_\_\_

within named guarantor : \_\_\_\_\_

Mr. \_\_\_\_\_ : \_\_\_\_\_

## Signature Card

Name of the Authorised Person (Borrower and Security Provider)	Signature