# **RBL BANK LIMITED**



No.
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# **BUSINESS LOAN AGREEMENT**

City	
Name of Applicant	
Date of Facility Agreement	
Facility Amount (R)	
EMI/EDI (R)	
Tenor	
Type of Facility Loan	BIL / SBL

# INSTRUCTIONS FOR FILLING FACILITY AGREEMENT

# **General Instructions**

- 1) All applications to be filled in English in CAPITAL LETTERS using a ballpoint pen only.
- 2) There should not be any amendments/ overwriting/ erasures/ cutting on the Facility Agreement and any amendments/ overwriting/ erasures/ cutting should be undersigned.
- 3) The Signature of the Borrower and Co-borrower should be the same on Facility Agreement & Application Form.
- 4) The full signature of the Borrower and Co-borrower is to be put in all the places where there is a mark.

Language	Declaration	Signature
English	I have understood all the terms and conditions of the agreement which have been explained to me in the language that I understand.	
Hindi	cewves DevegyebOe kesÀ efve³ece Je Melex mecePe ueer nQ, pees cegPes DeHeveer %eele Yee <ee cew="" ies="" mecepees="" nq.<="" th=""><th></th></ee>	
Tamil	ஒப்பந்தத்தின் விதிமுறைகள் மற்றும் நிபந்தனைகள் அனைத்தும் எனது மொழில் விவரிக்கப்பட்டது. அதை நான் புரிந்து கொண்டேன்.	
Malyalam	എനിക്കു മനസ്സിലാകുന്ന ഭാഷയിൽ എനിക്കു വിശദീകരിച്ചു തന്ന കരാറിന്റെ എല്ലാ വ്യവസ്ഥകളും ഉപാധികളും എനിക്കു മനസ്സിലാകുകയുണ്ടായി.	
Telugu	అగ్రిమెంట్లోని నియమ నిబంధనలన్మిటిని నేను అర్థం చేసుకున్నాను మరియు వాటిని నాకు అర్థమయ్యే భాషలో వివరించబడ్డాయి.	
Kannada	ನಾನು ಒಪ್ಪಂದದ ಎಲ್ಲಾ ನಿಯಮ ಮತ್ತು ನಿಬಂಧನೆಗಳನ್ನು ತಿಳಿದುಕೊಂಡಿದ್ದು ಅವನ್ನು ನನಗೆ ತಿಳಿಯುವ ಭಾಷೆಯಲ್ಲಿ ನನಗೆ ವಿವರಿಸಲಾಗಿದೆ.	
Marathi	ceuee keÀjejveec³ee®³ee meJe& Deìer Je Meleea mecepeu³ee Deensle, p³ee ceuee keÀUCeeN³ee Yee <esceo³es deensle.<="" deeu³ee="" mecepeejetve="" meebiec³eele="" th=""><th></th></esceo³es>	
Gujarati	©Eá HùEù(ÉÉ ©É(Éà »É©ÉX «É JÉà ŞÉɪÉÉ©ÉÉÅ »É©ÉX É ÉÉ©ÉÉÅ +É Éà±ÉÉ »É ÉÇ Ê(ɫɩÉÉÀ +(Éà ¶Éù)EÉà »É©ÉY ±ÉÒyÉÉ Uà,	
Oriya	ମୁଁ ଏହି ରାଜିନାମାର ସମୟ ସର୍ଗ ଓ ନିୟମାବଳି ବୁଝିଛି, ଯାହାକି ମୋତେ ମୁଁ ବୁଝୁଥିବା ଭାଷାରେ ବୁଝାଇ ଦିଆଯାଇଛି ।	
Konkani	ceekeÀe mecepelee l³ee Yee $\mu$ esve keÀjeje®ees meesieȳee Deìer Je meleea mHeä keÀjesve meebieuîee Deeveer l³ee ceekeÀe keÀUuîee Deemee.	
Punjabi	ਮੈਂ ਇਕਰਾਰਨਾਮੇ ਦੇ ਸਾਰੇ ਨਿਯਮਾਂ ਅਤੇ ਸ਼ਰਤਾਂ ਨੂੰ ਸਮਝ ਲਿਆ ਹੈ ਜੋ ਮੇਰੀ ਸਮਝ ਵਿੱਚ ਆਉਣ ਵਾਲੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮੈਨੂੰ ਵਿਆਖਿਆ ਸਹਿਤ ਸਮਝਾ ਦਿੱਤੇ ਗਏ ਹਨ।	
Bengali	আমি চুক্তির সমস্ত নিয়ম ও শর্ত বুঝেছি, যা আমার বোধগম্য ভাষায় আমাকে বিশ্লেষণ করা হয়েছে।	
Assamese	মই এই চুক্তিৰ সকলো নিয়ম আৰু চৰ্ত বুজি পাইছো আৰু এইবিলাক মই বুজি পোৱা ভাষাত মোক বুজাই দিয়া হৈছে।	
Urdu	میں نے اقرار نامے کے تمام قوائد دشرا نطائو مجھ لیا ہے جو میری سمجھ میں آنے والی زبان میں مجھے مجھا دیئے گئے ہیں۔	



# FACILITY AGREEMENT

THIS FACILITY AGREEMENT (hereinafter referred to as the "Agreement") made at the place and on the date as more particularly mentioned in the Fact Sheet hereunder written between:

The Borrower, details whereof are more particularly as described in the Fact Sheet and, wherever the context so requires, includes a Co-Borrower named as specified in the Fact Sheet and hereinafter collectively referred to as the "Borrower" (which expression shall unless repugnan to the context or meaning thereof, be deemed to mean and include, where the Borrower is an individual his / her heirs executors and administrators: where the Borrower is a partnership firm. the partner or the partners for the time being of the said partnership firm, the survivor of them and the heirs. executors and administrators of the partners: where the Borrower is a company, its successors and assigns; where the Borrower is a Sole Proprietary Firm, the Sole Proprietor and his/her heirs, executors and administrators; where the Borrower is a Limited Liability Partnership, the partner or the partners for the time being of the said Limited Liability Partnership, his/her/their heirs, executors, administrators, successors and permitted assigns of the firm; and where the Borrower is an Association of Persons, the persons forming the Association and their heirs, executors and administrators) of the ONE PART:

### AND

RBL BANK LIMITED, a company incorporated in India under the Companies Act, 1956 and deemed to exist within the purview of the Companies Act, 2013, bearing CIN L65191PN1943PLC007308 and having its registered office at "Shahupuri", Kolhapur - 416 001, Maharashtra, its Mumbai controlling office at 6th Floor, Tower 2B, One World Centre, 841, S.B. Marg, Lower Parel (West), Mumbai - 400 013 and a branch office as more particularly described in the Fact Sheet appended to this Agreement, hereinafter referred to as the "Lender" (which expression shall, unless it epuguant to the context or meaning thereof, be deemed to mean and include its successors in interest, assigns, holding or subsidiary companylies) of the OTHER PART.

# The Borrower and the Lender shall be hereinafter singularly referred to as the "Party" and collectively referred to as the "Parties".

### WHEREAS:

- A. The Parties are desirous of entering into an arrangement whereby the Lender shall provide financial assistance in the nature of business loan to the Borrower for the Purpose as declared in the Fact Sheet hereof.
- B. Now the Parties to the Agreement have agreed to the following terms and conditions for disbursement / availing the said Facility by the Borrower.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereto, intending to be legally bound, agree as follows:

## FACILITY AND TERMS OF THE FACILITY

## 1.1 Facility

Based upon the Borrower's request, representations, warranties, covenants and undertakings as contained herein and in the facility application form and any other documents executed or tendered or agreed to be executed or tendered at a future date in respect of the Facility including but not limited to the Facility Agreement, Schedules and other documents ("Transaction Documents"), executed by the Borrower in relation to the Facility. The Lender has agreed to make available to the Borrower and the Borrower agreed to avail from the Lender, the Facility in the manner and on the terms and conditions as provided hereof in this Agreement. The Facility shall be granted for the tenure as provided in the Fact Sheet hereof. In consideration of the Facility being provided by the Lender, the Borrower agrees to unconditionally abide by and observe all the terms and conditions hereinafter set out and by the Lender from time to time.

# 1.2 Purpose of Facility

The Borrower covenants that the Facility or amount advanced has been granted for use in the course of business and will be utilized

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for the purposes as provided for in the Fact Sheet ("Purpose") and for no other purpose and all the terms and conditions of sanction of the Facility will be duly observed.

### .3 Interes

- The Borrower covenants with the Bank to pay interest on the Facility or such sum as may be due by the Borrower to the Bank from time to time at the rate and periodicity as mentioned in the Fact Sheet hereunder written till the entire outstanding Facility amount and interest thereon is repaid by the Borrower. The Borrower further agrees that in those cases where the Borrower avails of any overdraft facility, then in case of working capital limits, the Borrower shall pay interest due at the end of the month.
- 1.3.2 The Borrower further agrees that the Bank shall be entitled to change the rate of interest, additional interest and/or periodicity of charging interest etc. as mentioned herein at any time by giving notice to the Borrower and / or notifying on the Lender's website wave riblank.com, and shall thereafter be entitled to charge interest at the changed rate / rests as if the same was provided for in this Agreement.
- 1.3.3 The Borrower shall reimburse or pay to the Lender such amount as may have been paid or payable by the Lender to the Central or State Government on account of any tax levied on interest (and/or other charges) on the Facility by the Central or State Government. The Borrower shall make the reimbursement or payment as and when called upon to do so by the Lender.

### 1.3.4 Additional Interest:

On occurrence of any Event of Default as specified hereunder including but not limited to delay or failure of the Borrower to pay any amount on the due date as provided in the Fact Sheet hereunder written, the Bank reserves the right to impose additional interest at such rate as provided in the Fact Sheet hereunder written. Such obligation to pay the additional / default interest shall arise without the need for any notice thereof or demand therefore. It is hereby clarified that payment of any additional interest shall not entitle the Borrower to delay the payments towards the amounts due in respect of the Facility. The Lender's right to charge additional interest shall not, in any manner whatsoever, impair or hinder the Lender's rights to seek recourse to any other remedies available with the Lender on occurrence of an Event of Default.

## .3.5 Increased Cost:

The Borrower agrees to pay to the Lender, the amount of any cost incurred by the Lender or any of its affiliates as a result of:

- a) the introduction of, or any change in, or any change in the interpretation, administration or application of, any law or regulation; and/or
- b) compliance with any law or regulation made effective after the date of Fact Sheet; and/or
- additional solicitors and lawyer's fees or introduction of new or additional stamp duty, registration charges and other incidental expenses incurred or levied in connection with the Facility.

The terms "law" and "regulation" in this clause shall include, without limitation, any law or regulation, circular or notification concerning capital adequacy, prudential limits, liquidity, reserve assets or tax.

### 1.4 Interest Reset

(Co-Borrower)

- 1 The rate of interest stipulated will be subject to revision and shall be reset, depending on the change in the Marginal Cost of Funds based Lending Rate (MCLR) of the Lender or depending on the directives of Reserve Bank of India from time to time.
- 1.5 Fees, Charges, Duties and Taxes
- 1.5.1 It has been agreed between the Parties that processing fees, administrative fees, charges towards issuance of duplicate statements, cheque bouncing charges, late payment charges and such other charges as are specified in the Fact Sheet hereunder

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1.5.3 All sums payable by the Borrower under this Agreement s h a I I

### be paid free of any restriction or condition and free and clear of and without any counter-claim, set off, deduction or withholding, whether on account of tax deductions, charges, stamp duty, liability or impost or otherwise. If any, and the Borrower agrees as

written shall be payable on the sanctioned Facility amount by the 2.

Borrower, Further, it has been agreed that all taxes and duties

(including Interest, stamp duty and other taxes, if any) as may be

evied from time to time by any Government or other authority with

the sanction of law, pertaining to or in respect of the Facility

including applicable taxes are to be home by the Borrower

1.5.2 The Borrower shall bear and pay all such imposts, duties and, taxes

- follows:

  (a) The Borrowershall make all payments to be made by it without any tax deduction, unless a tax deduction is required by law:
- (b) The Borrower shall promptly upon becoming aware that it
  must make a tax deduction (or that there is any change in the
  rate or the basis of a tax deduction) notify the Bank accordingly;
   (c) If a tax deduction is required by law to be made by the
- Borrower, the amount of the payment due from the Borrower shall be increased to an amount which (after making any tax deduction) leaves an amount equal to the payment which would have been due if no tax deduction had been required;

  (I) If the Borrower is required to make a tax deduction the

Borrower shall make that tax deduction and any payment

required in connection with that tax deduction within the time allowed and in the minimum amount required by Law;

(e) Within 30 (Thirty) days of making either a tax deduction or any payment required in connection with that tax deduction, the Borrower shall deliver to the Bank evidence reasonably satisfactory to the Bank that the tax deduction has been

made or (as applicable) any appropriate payment paid to the

- 1.5.4 The Borrower shall reimburse all sums paid and/or expenses incurred by the Lender in relation to the Facility within 30 (thirty) days as and when called upon the do so by the Lender or the Lender shall be entitled to include such amounts into the principal amount of the Facility and modify the EMIS/EDIs and/or tenure of the Facility as may be decided by the Lender. All such sums shall carry additional interest from date of payment till such reimbursement at the rate specified in the Fact Sheet.
- 1.5.5 All fees, charges and other monies payable/paid by the Borrower in relation to the loan application, Transaction Documents, all writings and other documents executed or entered into, by the Borrower, or, the case may be by any other person(s) in relation, or pertaining to the Facility are non-refundable in nature.

### 1.6 Drawdown/Disbursement

relevant taxingauthority.

- 1.6.1 The Lender shall disburse the Facility as per the disbursement schedule provided in Fact Sheet hereto either in one lump sum or in suitable installments/tranches after a disbursal request form is sent by the Borrower to the Lender. Disbursement shall be made in such mode and manner as provided in the Fact Sheet.
- 1.6.2 In case the Borrower delays or does not drawdown the entire Facility within a period of six (6) months from this Agreement or any other extended date at the sole discretion of the Lender, then the Lender, shall nonetheless be entitled to encash the PDC's on the respective dates and/or act upon the SI, deduct the account of the Borrower through ECS or NACH or otherwise as the case may be.
- 1.6.3 It is further agreed between the Parties that where the declared end use or any integral part thereof, during the subsistence of this Agreement, is declared illegal or becomes illegal on account of any promulgation, amendment, modification or re-enactment of any statute, notification, circular or order etc., then this Agreement shall stand terminated from the date from which the declared end use or any integral part thereof has become illegal, and the Borrower shall be liable to repay the entire Facility amount along with accrued interest, costs, charges, levies etc. forthwith to the Lender.
- 1.6.4 On execution of this Agreement, the Borrower shall not be entitled to cancel the Facility or refuse to accept the disbursement of the Facility, except with the approval of the Lender and on payment to the Lender, of such cancellation charges or foreclosure charges as stioulated by the Lender.

### REPAYMENT / PREPAYMENT

### Repayment

- 2.1.1 The Facility (including but not limited to the principal, interest thereon and any other charges, expenses, interest, additional interest, premium, fees, taxes, levies or other dues payable by the Borrower to the Lender in terms of this Agreement) shall be repayable by the Borrower to the Lender at the place and in the manner provided in the Fact Sheet hereunder written.
- 2.1.2 The equated monthly installment ("EMI")/equated daily installment

(EDI) amount (as provided in the Fact Sheet hereunder written) shall be arrived at so as to comprise repayment of principal and payment of interest calculated on the basis of the interest rate, periodicity of compounding, periodicity of repayment, periodicity of effecting credits in the account so as to aim repayment of the entire liability under the Facility at the end of its tenure and the Borrower agrees to continue paying EMIS/EDIs until all amounts due under the Facility have been repaid in full to the Lender.

- 2.1.3 Advance EMI/EDI amount (where applicable and as specified in the Fact Sheet hereto) shall be treated as collateral and shall be adjusted towards payments of the outstanding installments of the Facility or overdue charges where applicable. The Bank shall not pay any interest on the advance EMI/EDI amount.
- 2.1.4 The Borrower(s) shall at all times maintain sufficient funds in his/her/their bank account(s) to ensure that the SI/ECS/NACH/ PDCs, if any issued by the Borrower are not dishonored and the installments/EMI/EDI are received/realized by the Lender before the applicable due date.
- 2.1.5 No notice, reminder or intimation shall be given to the Borrower regarding its obligation to pay the amount payable hereunder on the due date and it shall be entirely the Borrower's responsibility to ensure prompt and regular payment of the amount payable by the Borrower to the Lender on the due date and in the manner provided in the Fact Sheet.
- 2.1.6 All sums payable by the Borrower under this Agreement shall be paid free of any restriction or condition and free and clear of and without any counter claim, set off, deduction or withholding, whether on account of tax or otherwise.

# 2.1.7 Prepa

- a) The Lender may, in its sole discretion and on such terms as to pre-payment fees, etc., as it may prescribe, permit pre-payment / acceleration of Instalments or pre-payment at the request of the Borrower, subject that the Lender may specify, from time to time, the minimum amount of prepayment/amounts payable on account of acceleration of Instalments. If permitted by the Lender, the Borrower shall give prior written notice of its intention to pre-pay the full amount of the Facility and pay to the Lender such pre-payment charges as may be prescribed by the Lender from time totime.
- b) Any pre-payment of any part of the Facility has to be made in accordance with the conditions specified by the Lender and subject to applicable prepayment charges which shall be levied on the Borrower by the Lender. Save and except as mentioned above, the Borrower shall not be entitled to make any pre-payment. Notwithstanding the above, if the Borrower shall be entitled to appropriate the same in such manner as it deems fit. The Lender will give the Borrower credit for the same only on the due date and notbefore.
- c) In the event the Lender permits any pre-payment, the repayment schedule may be altered by the Lender at the request of the Borrower and the Borrower agrees to adhere to the altered re-payment schedule.

# 2.1.8 Borrower's Liability:

The Borrower's liability hereunder shall not be affected, terminated or prejudiced by any amendments to or changes in the Borrower's/any of the Borrower Group's ownership or management or in its constitution, or amendment in any constituent documents by any winding-up, liquidation, insolvency, reorganization or any similar process or becoming bankrupt or insolvent or any proceeding in respect thereof or any analogous step, but such liability shall continue in full force and effect and shall be binding on the Borrower's respective successors.

### 3. CONDITIONS PRECEDENT

- 3.1 The Lender shall have the discretion to not disburse at any time, any amount under the Facility unless the following conditions are complied with in the sole discretion of the Lender: -
- 3.1.1 The Facility Agreement and such other Transaction Documents are duly executed, and delivered to the Lender by the Borrower:
- 3.1.2 The Borrower procures in favour of the Lender, a guarantee, for guaranteeing repayment of the Facility with interest and all other amounts payable in respect thereof;

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# 3.1.3 The Borrower shall have provided such information as may be called by the Lender in order to verify the credit worthiness of the

- 3.1.4 The Borrower submits to the satisfaction of the Lender all such documents for verification as are required to be provided under the Bank's policies;
- 3.1.5 The Borrower submits to the Lender, post-dated cheques/ECS/ NACH/SI towards repayment of all the instalments;
- 3.1.6 The Borrower submits to the Lender, any other documents or
  - writing including Power of Attorney in favour of the Lender, as the Lender may require in its sole discretion.
- 3.2 The Lender may not, having disbursed any amount, disburse any further amount under the Facility, unless the following conditions are compiled within the sole discretion of the Lender before such further disbursement: -
- 3.2.1 No Event of Default as specified in clause 8 hereinafter shall have occurred;
- 3.2.2 The Borrower shall have produced evidence of the utilization of prior disbursements and also in respect of proposed disbursements;
- 3.2.3 The Borrower shall have produced his/their periodic financial statements;

   3.2.4 No extra ordinary circumstances shall have occurred, which in
- the sole opinion of the Lender may make it improbable for the Borrower or otherwise adversely affect his/their capability of fulfilling any of the terms and conditions contained in this Agreement.

## . CONDITIONS AND COVENANTS

4.1 In consideration of the Lender having advanced the Facility to the Borrower, the Borrower hereby undertakes that it shall comply with the following conditions and covenants during the Tenure of this Agreement and until full repayment of the amounts due under this Facility Agreement:-

### 4.1.1 Affirmative Covenants

The Borrower shall comply with the following:

- Use the said Facility for the Purpose for which it is sanctioned. In case the Borrower fails for any reason to utilise the Facility for the said Purpose or utilizes any part of the said Facility for any purpose other than the said Purpose, the Lender shall be entitled to rescind this Agreement on that ground and to recall the Facility.
- Maintain and preserve its corporate existence and all rights and privileges enjoyed, to conduct to the best of its ability, its business in an orderly, efficient and customary manner.
- iii. Promptly give written notice to the Lender of:
- all litigation /dispute / action from/against the Borrower from anyone (including any governmental or regulatory authority) materially affecting the Borrower, which is threatened and/or likely to be filed and/orfiled,
- b. any Event of Default under the terms of this Agreement or of any document provided for herein.
- iv. Promptly inform the Lender of any application for winding up (whether voluntary or otherwise), having been made or of any statutory notice of winding up received by the Borrower under the provisions of the Companies Act, 2013 or any other notice under any other Acts or otherwise of any suit or legal processes or proceedings intended to be filed/initiated/filed against the Borrower for appointment of a receiver in respect of any of its assets or business or undertaking.
  v. Pay all costs, charges and expenses in any way incurred by the
- Lender, including travelling and other allowances, such stamp duty, registration fees, other duties, taxes, charges and other penalties if and when the Borrower is required to pay according to the laws for the time being in force, and in the event of the Borrower failing to pay such stamp duty, other duties, taxes and penalties, as aforesaid, the Lender will be at liberty (but shall not be obliged) to pay the same and the Borrower shall reimburse the same to the Lender on demand with Interest thereon at the same rate as on defaulted Installments in respect of the Facility as specified hereinabove with monthly rests from the date of payment and until such reimbursement by the Borrower. The Borrower shall pay inspection charges, commitment charges and all other applicable charges.
- vi. Upon notice from the Lender, pay or reimburse to them all legal charges, costs and expenses in any way incurred by them in connection with or relating to this transaction, including cost towards searches, travelling allowances, drafting, stamping and registration of the Transaction

- Documents, obtaining any other requisite approvals as may be applicable and the fees of the Lender's legal counsel.
- vii. The Borrower shall maintain a Fixed Obligation to Income Ratio and also comply with other norms such as the Average Bank Balance Norm in accordance with the Bank's policies.
- viii. The Borrower shall ensure strict compliance of all applicable laws and statutory / regulatory requirements, permissions, approvals, sanctions, conditions and requirements of the State or Central government / local authorities.
- ix. To provide regular certification by a Company Secretary/ Chartered Accountant, regarding compliance of various statutory prescriptions as per the Reserve Bank of India ("RBI") guidelines issued from time to time, on a quarterly basis.
  x. The Borrower shall not undertake expansion / diversification
- without obtaining prior written permission of the Lender and without proper tie-up of funds. Similarly, no investments shall be made in affiliates/associate company /group companies/ allied concerns without the Lender's prior written permission.

  xi. The Borrower shall furnish to the Bank all such information,
- In the Bottower shall utrinish to the Bank as such information, statements, particulars, estimates and reports as the Bank may require from time to time as to the compliance with the terms of this Agreement and shall also submit to the Bank, in form and detail satisfactory to the Bank, the Financial Statements at such intervals and time, as may be prescribed / required by the Bank from time to time.
- xii. The Borrower shall comply with the reporting requirements (including semi-annual compliance certificates, annual (audited) and semi-annual financial statements, notices of default, notices of material litigation, and such other information and such access to the Borrower's properties, books and records as the Bank may reasonably request).
- xiii. The Borrower shall provide quarterly, unaudited financial statements within 30 (thirty) days of the close of relevant quarter and audited financial statements within 6 (Six) months of year end and drawing power statements on a monthly basis.
- xiv. The Borrower hereby agrees and authorizes the Lender and/ or its regulator(s) or any third parties appointed by the Lender and / or its regulator(s) to inspect the Borrower's premises and/or books of accounts. The Borrower shall reimburse all costs and expenses incurred by the Lender, its regulator(s), third parties appointed by the Lender or its regulator(s) for such purposes.
- xv. The Borrower undertakes that it shall, as and when called upon to do so by the Lender, procure a guarantee as may be required by the Lender, for guaranteeing repayment of the Facility with interest and all other amounts payable in respect thereof.

  xvi. The Lender shall have the right to withdraw/modify all/any of the sanction conditions or stioulate fresh conditions under
- intimation to the Borrower.

  xvii.The Borrower shall maintain and preserve its corporate existence and all rights and privileges enjoyed, to conduct to the best of its ability, its business in an orderly, efficient and
- customarymanner;
  xviii. The Borrower shall promptly inform the Lender of any
  application for winding up (whether voluntary or otherwise),
  having been made or of any statutory notice of winding up
  received by the Borrower(s) under the provisions of the
  Companies Act, 2013 or any other notice under any other Acts
  or otherwise of any suit or legal processes or proceedings
  intended to be filed/initated/filed against the Borrower(s) for
  appointment of a receiver in respect of any of its assets or
  business or undertaking.
- xix. The Borrower(s) undertakes that it shall, as and when called upon to do so by the Lender, furnish security/additional security, guarantee in the manner as provided by the Lender to secure the due payment and repayment of the Facility with interest and all other amounts due and payable in respect thereof.
- xx. if applicable the Borrower shall promptly inform in writing to the Lender of any upward change in the turnover of the Borrower beyond INR 50 crs in a financial year.

# 4.1.2 Negative covenants:

Except with the prior written consent of the Lender, the Borrower shall not:

(a) Effect any change in its capital structure including inter-alia any change taking place in the ownership or control of the Borrower whereby the effective beneficial ownership or control of the Borrower will change and;

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- (b) Permit any transfer of the controlling interest or make any drastic change in the shareholding pattern and management set-up of the Borrower/Borrower group;
- (c) diversify or change the line of business or effect any material change in the management of the business of the Borrower;
- (d) Undertake any expansion or make any capital expenditure other than those estimated/projected:
- (e) Enter into borrowing arrangements either on secured or unsecured basis with any other \_person/bank/financial

## institution other than the Lender;

instrument of any entity:

absolute discretion.

- (f) Undertake guarantee obligations on behalf of any other person/borrower/organization and shall also ensure that none of the Borrower Group undertakes any such guarantee obligations on behalf of any other person/borrower/ organization;
- (g) Enter into any contractual obligations of a long-term nature affecting the Borrower financially to a significant extent;
- (h) Declare and/or pay any dividend on its share capital whether equity or preference, or withdraw profits, during any financial year unless the Borrower has repaid to the Lender, the complete amounts due and other monies payable under these presents upto and during thatyear;
  (i) Amend its memorandum and articles of association or alter
- its capital structure in a manner prejudicial to the interest of the Lender and only to the extent that it impairs the capacity of the Borrower to repay the Facility;

  (i) Use the Borrower's funds towards unrelated activity or invest the Borrower's funds in shares, debentures, deposits or other
- (k) enter into an arrangement or compromise with creditors or shareholders or merger, amalgamation, consolidation, structuring, restructuring, or sell of its unit or major property;

  (l) withdraw or allow to be withdrawn any monies brought in by the

promoters and directors or relatives and friends of the promoters

or directors of the Borrower.

4.2 Notwithstanding what has been stated herein or elsewhere, the Lender shall have the right to review the Facility and/or any of the terms and conditions of this Agreement and/or any of the Transaction Documents at such intervals as the Lender may deem fit in its

## BORROWER'S REPRESENTATIONS AND WARRANTIES

- 5.1 Save and except to the extent already disclosed under this Agreement, the Borrower hereby represents, warrants and undertakes asfollows:
- (a) All information furnished by the Borrower to the Lender from time to time, is true and correct and shall be deemed to form part of the representations and warranties on the basis of which the Lender has agreed to provide the said Facility. The Borrower shall notify in writing to the Lender of any circumstances affecting the correctness of any of the particulars provided by the Borrower to the Lender, immediately on the happening or occurrence of such circumstance. The provisions herein contained do not in any manner whatsoever conflict with the provisions of the memorandum and articles of association of the Borrower(s), bye-laws or other governing document or any judgment, decree or order or any statute, rule or regulation applicable.
- (b) There is no litigation/proceedings pending against the Borrower and the Borrower is not at present aware of any facts likely to give rise to such litigation/proceedings or to material claims.
- (c) The execution on behalf of the Borrower of this Agreement has been and the execution on behalf of the Borrower of the Transaction Documents will be validly authorized and the obligations expressed as being assumed by the Borrower hereunder and under the Transaction Documents by the Borrower constitute and will constitute valid legal and binding obligations of the Borrower enforceable against the Borrower in accordance with their terms.

(d) Neither the execution and delivery hereof and of the

Transaction Documents by the Borrower nor the performance or

observance of any of obligations of the Borrower thereunder

statute, rule or regulation applicable.

The Borrower shall be deemed to repeat the representations and warranties contained in this clause on each day until the date of repayment of the entire amount due hereunder.

The Borrower does hereby agree, undertake, record, declare, admit,

 conflict with or result in any breach of law, statute, rule, order, trust, agreement or other instrument, arrangement,

ii cause any limitation on any of the nowers whatsnever of the

Borrower however imposed, or on the right or ability of the

directors of the Borrower where the Borrower is a company

obligation or duty by which the Borrower is bound; or

to exercise such powers to be exceeded.

(e) The Borrower has all the requisite legal power and authority

to execute this Agreement and to carry out the terms.

conditions and provisions, hereof, and to carry out the terms

conditions and provisions and the execution and delivery of this

Agreement by the Borrower has been duly authorized by all

requisite action, and will not contravene any provision of, or

constitute a default under, any other arrangement or instrumen

to which it is a part or by which it or its property may be bound.

regulation, order, mortgage, trust, instrument, agreement, o

other instrument, arrangement, obligation or duty by which the

(f) The Borrower or related party is not in default under any law rule

(g) The Borrower and its related party is of good financial standing

and in a position to meet its ongoing obligations and has not been

served with (or threatened with) a notice of insolvency or

hankruntcy and no netition has been filed or action initiated by

the Borrower or any of the Borrower's creditors or any outside

party towards the Borrower's insolvency or bankruptcy or winding

up or for declaration or registration as Sick under Sick Industrial

Companies (Special Provisions) Act, 1985 or any other similar

authorized signatory or Managing Director, of the Certificate of

Incorporation and the Memorandum and Articles of Association

of the Borrower are true and effective and the Borrower shall not

during the currency of this Agreement cause any alteration to

be made in any of them without prior notification to and written

(i) The Borrower has not taken any action and no other

steps have been taken or legal proceedings started by or against

it in any court of law for its winding-up, dissolution, administration

or re-organisation or for the appointment of a receiver

(i) Neither the Borrower nor any of its partners/directors

(k) The Borrower has obtained the necessary permissions

the Borrower or of any or all of its assets

administrator, administrative receiver, trustee or similar officer of

promoters (as applicable) have been included in any list of

defaulters by any regulatory/statutory authority and/or banks

and/or financial institutions and/or non-banking financia

sanctions approvals and consents for carrying on its

business. The said permissions, approvals and consents are

in force and subsisting and the Borrower undertakes to strictly

(I) No Event of Default (as defined hereinafter) or potential Event of

(m) The Borrower has furnished to the Lender, its latest audited

(n) The Borrower undertakes to the Lender that the Borrower shall

(o) The provisions herein contained do not in any manner

make arrangements satisfactory to the Lender for meeting

shortfall if any in the resources of the Borrower for renavment

whatsoever conflict with the provisions of the memorandum and

governing document or any judgment, decree or order or any

articles of association of the Borrower, bye-laws or othe

been affected by losses or other material changes, thereafter.

Balance Sheet. The financial position of the Borrower has not

Default has occurred and/or is in existence or continuing.

(h) The copies, certified by the Borrower's company secretary or

Borrower is bound.

legislation inforce

consent of the Bank

companies etc.

of the said Facility

comply with all such permission

assure, promise, acknowledge and confirm to abide by, accept, satisty, fulfill, carry out, perform and comply fully with all the terms, conditions, requirements, sanctions, provisions and stipulations or any amendments or modifications therein made or to be made by the Bank at any time or from time to time in its

(Borrower) (Co-Borrower) RBL Bank/Business Loan/V2/Dec2021/Ah

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discretion concerning any of the Facility limits or accounts upon

- 5.4 The Borrower further agrees to obtain solvent guarantors to the satisfaction of the Bank as may be required by the Bank to guarantee the due repayment by the Borrower of the Facility and / or the balance outstanding from time to time thereon and further agrees to procure the execution by the said guarantors of guarantee deeds in favour of the Bank and to secure the guarantee to be undertaken by the guarantors.
- 5.5 It is agreed by the Borrower, that without prejudice to any rights of the Bank all acts/ steps as are necessary for the Bank to take in order to monitor the Facility and utilization thereof and/or the obligations of the Borrower and /or the Borrower's compliance with the terms thereof and / or to recover amounts due to the Bank or any part or portion thereof, shall and/or may be carried out by and / or through such other person (including a company, a firm or body corporate) as may from time to time be appointed by the Bank in respect thereof and that the Bank will at all times be entitled to share with any such other person that may thus be appointed by the Bank, all documents statements of accounts and other information of whatsoever nature pertaining to the Borrower and/or the said Facility. Further, the Borrower expressly recognizes and accepts that the Bank shall, without prejudice to its rights to perform such activities either itself or through its officers or servants, be absolutely entitled and have full power and authority to appoint one or more third parties of the Bank's choice and to transfer or delegate to such third parties, the right and authority to collect on behalf of the Bank. all unpaid amounts and to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto including receiving the amounts due, and generally performing all lawful acts as the third party may consider appropriate for such

## 6. INSPECTION AND DISCLOSURE OF INFORMATION

# 6.1 Inspection

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6.1.1 As from the date of this Agreement and so long as any amount under the Facility remains outstanding, the Borrower shall permit the Lender and its authorized representatives to carry out periodical inspection or examine the books of accounts of the Borrower and to have its offices/ assets inspected from time to time by the officers of the Lender and/or independent consultant and to carry out technical and legal inspections. Any such representatives of the Lender shall after giving a reasonable notice to the Borrower, have access to any part of the Borrower's premises, godowns, places and to its records registers and accounts and shall receive full cooperation and assistance from the Borrower and its employees. The cost of such inspection, shall be borne and paid by the Borrower on demand and until payment, the same shall carry interests at the same rate as on defaulted installments in respect of the said Facility.

# 6.2 Disclosure of information

- 6.2.1 The Borrower consents to disclosure by the Lender of information and data relating to the Borrower, the said Facility, the obligations assumed or to be assumed by the Borrower in relation to the said Facility and default, if any, committed by the Borrower in discharge thereof and accordingly:
  - (a) agrees and consents to the disclosure by the Lender of all or any such information and data relating to it, the said Facility and default if any committed by it in discharge of such obligations as the Lender may deem appropriate and necessary o disclose and furnish to Reserve Bank of India ("RBI") and to the Credit Information Bureau (India) Ltd. ("CIBIL") and any other agency authorized in this behalf by the RBI;
  - (b) gives specific consent to the Lender for disclosing / submitting the 'financial information' as defined in Section 3 (13 ) of the nsolvency and Bankruptcy Code, 2016 ( "Code") read with the relevant regulations/ rules framed under the Code, as amended and in force from time to time, in respect of the Credit/ Financial facilities availed from the Lenders, to any 'Information Utility' ( "IU") as defined in Section 3 (21) of the Code, in accordance with the relevant regulations framed under the Code, and directions issued by RBI to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Lender, as and when requested by the concerned 'IU':
  - (c) undertakes that RBI, CIBIL and any other agency so authorized may use and process the said information and data disclosed by the Lender in the manner as deemed fit by them and furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.

6.2.2 The Borrower(s) agrees and undertakes that RBI, CIBIL and any other agency so authorized may use and process the said information and data disclosed by the Lender in the manner as deemed fit by them and furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.

## CROSS COLLATERALISATION

Any security(ies) furnished by the Borrower, if any, under any other agreement entered into or to be entered into with the Lender shall be deemed to be the security(ies) under this Agreement and shall not be discharged till such time all the loan(s)/ facility(ies) are fully discharged to the satisfaction of the Lender. The Borrower expressly agrees and accepts that in the event of any default being committed by the Borrower under any other agreement with the Lender, under which the Borrower is enjoying financial/ credit facility. such event, shall be considered as an event of default occurred under this Agreement and the Lender, shall be absolutely entitled to exercise all or any of its rights under this Agreement including right to set off in respect of any amount standing to the credit of the Borrower in any/all of the loan/facility(ies) availed/to be availed from

# EVENTS OF DEFAULT

Notwithstanding anything contained herein or in any Transaction Documents executed by/ to be executed by the Borrower in the Lender's favour, the Lender shall at its option declare the said Facility and all of the obligations of the Borrower to the Lender hereunder immediately due and payable, after giving a notice of 7 (seven) days to the Borrower irrespective of any agreed maturity, upon the happening of any of the following events ("Events of Default").In any of the following Events of Default, the Borrower shall be entitled o demand payment of the entire amount then outstanding in respect of the said Facility, as if the period for repayment has expired and shall also be entitled on failure to pay the interest at the end of each month to debit it to the Borrower's accounts and capitalize the amount of such interest as if such amount was a fresh loan advanced by the Bank to the Borrower and shall be entitled to charge like interest thereon, in addition to charging additional interest at the rate mentioned in the Fact Sheet hereunder written from the date of default to the date of payment of entire overdue amount with

The following event/s, either singly or together shall, constitute an Event of Default, that is to say

- Breach of any of the terms, conditions and covenants herein contained or having made any misrepresentation to the Lender.
- The Lender is of the view that there is a possible and/ or actual deterioration in the credit worthiness and repayment capacity of the
- 8.1.3 Default in payment by the Borrower of any or all installments of principal amount Interest commission, service charges expenses or any other monies due and payable and/or any amount due under this Agreement, on demand by the Lender;
- Any representation or information given by the Borrower in terms of the Agreement, the Transaction Documents or as may be called upon by the Lender and any representations or statements, made or deemed to be made, or any undertaking(s) given by the Borrower are found to be misleading, incorrect or false, materially affecting the continuation of the Facility or the Borrower commits or threatens to commit any breach or repudiates or threatens to repudiate or there is default in performance of any other covenant, condition or stipulation on the part of the Borrower under this Agreement or any Transaction
- Non-submission by the Borrower of any documents or information as may be reasonably called upon by the Lender to assess and determine that the Borrower is sound and its operations are conducive to the interest of the Borrower or its creditors:
- 8.1.6. Any proceeding or imminent threat of proceeding initiated against the Borrower, by any party under laws of insolvency or under any other statutory provision(s) or law(s) applicable to the Borrower which may lead to its liquidation, winding up or declaration as insolvent or any petition for winding up of the Borrower is filed and not withdrawn;
- The Borrower is or becomes unable to pay its debts or the Borrower frames any scheme for arrangement or compromise with its creditor(s) in relation to any amount due to them or initiates any proceedings for its merger or amalgamation without the consent of the Lender or the Borrower is, in the opinion of the Lender, threatened with takeover by any other company, individual or group of individuals:
- 8.1.8 If any attachment, distress, execution or other process is enforced, initiated or levied upon or the Borrower or its properties or a receiver is appointed in respect any property /assets of the Borrower:

- 8.1.9 If there is a failure in business, commission of an act of bankruptcy general assignment for the benefit of creditors, if the Borrowe suspends payment to any creditors or threatens to do so, any petition in bankruptcy of by or against the Borrower is filed:
- 8.1.10 A receiver or liquidator is appointed or allowed to be appointed in respect of the Borrower:
- 8.1.11 If any Governmental or other license approval authorization consent or exception, required to enable the Borrower to perform any of its obligations under this Agreement, is withdrawn or modified or if it becomes unlawful for the Borrower to perform any of its obligations under this Agreement, or if the management of the undertaking or the business of the Borrower is taken over or is nationalized by the Central/State Government or the Borrower suspends or ceases to carry on all or a material part of its business. or of the business of the group taken as a whole:
- 8.1.12 If the Borrower opts to discontinue his/their profession or close down his/their husiness/trade for any reason whatsoever-
- 8.1.13 If there is a material adverse effect on the Borrower's business operations or constitution or in its future business prospects, either on account of threatened, potential or actual, material disputes. litigation or legal process, change in regulatory or other financial provisions, alienation of its properties or assets by any means imposition of any administrative or investigative actions by statutory or other regulatory authorities:
- 8.1.14 Default by the Borrower and/or other person, as may be applicable, in execution of the Guarantee/s to the satisfaction of the Bank within the period stipulated in this Agreement or such other period as may be extended by the Bank:
- 8.1.15 A moratorium, standstill, or similar suspension of payments in respect of the indebtedness whether internal or external of the Borrower, has been or may in the reasonably foreseeable future be declared by the government, RBI or any other governmental agency of the Borrower or the Lender;
- 8.1.16 Any proceeding or imminent threat of proceeding initiated against the Borrower(s) by any party or the Borrower(s) has proposed a resolution (directly or indirectly) under the Code or under laws of insolvency or under any other statutory provision(s) or law(s) applicable to the Borrower(s) which may lead to its liquidation winding up or declaration as insolvent or any petition for winding up of the Borrower(s) is filed and not withdrawn:
- 8.1.17 The Borrower(s) is or becomes unable to pay its debts, or there is failure in business, or the Borrower(s) frames any scheme for arrangement or compromise with its creditor(s) in relation to any amount due to them or initiates any proceedings for its merger or amalgamation without the consent of the Lender or the Borrower(s) is, in the opinion of the Lender, threatened with take over by any other company, individual or group of individuals:
- 8.1.18 If any attachment, distress, execution or other process is enforced, initiated or levied upon or the Borrower (s) or its properties or a receiver or liquidator is appointed in respect any property /assets of the Borrower;
- 8.1.19 If there is a failure in business, commission of an act of bankrunton general assignment for the benefit of creditors, if the Borrower suspends payment to any creditors or threatens to do so, any petition in bankruptcy of by, or against the Borrower is filed;
- 8.1.20 admission and initiation of corporate insolvency proceedings against the Borrower by an adjudicating authority under the Code;
- 8.1.21 admission and initiation of fresh start process or bankruptcy process against the Borrower by an adjudicating authority under the

# 8.1.22 Cross Default

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- (a) If the Borrower defaults or threatens to default in discharging its liability, under any other agreement or other writing between the Borrower and the Lender, or under any other agreement with the other creditors, or in the performance of any covenant, term or undertaking thereunder, or
- (b) suspends or threatens to suspend any payment to any creditor when due or any creditor of the Borrower becomes entitled declare any sums due and payable prior to the date on which it would otherwise have become due, or
- (c) any guarantee or indemnity or collateral given or other support agreement entered into by the Borrower is not honoured when due and called upon:or
- (d) any financial indebtedness including any money borrowed or raised, receivables sold or discounted or any other transaction

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- entered into by the Borrower having the commercial effect of borrowing or any guarantee or indemnity given by the Borrower (hereinafter together collectively referred to as "financial indebtedness") is/are not paid when due nor within any originally applicable grace period; or
- (e) any commitment for any financial indebtedness of the Borrower is cancelled or suspended by a creditor as a result of an event of default (howsoever described);
- 8.1.15 If the financial institutions and/or banks with whom the Borrower has entered into or shall be entering into agreements for financial assistance have refused to disburse, the moneys or any part thereof, or have recalled the same under their respective agreements with the Borrower, or there is any deterioration in the Borrower's credit rating;
- 8.1.16 The Borrower causes to undertake any action, event or step which directly or indirectly, causes any change in the representations and warranties made by the Borrower under this Agreement or any other Transaction Documents without the prior written approval of the Lender, or there are any circumstances which in the sole judgment of the Lender are prejudicial to the interest of the Lender
- 8.1.17 If the Borrower dissolves or ceases or threatens to discontinue or carry on its business: 8.1.18 If the Borrower commits a breach of or default under any of the
- Fransaction Documents: 8.1.19 If the Borrower fails to comply with any of the conditions and/or covenants stipulated in this Agreement
- 8.1.20 If the Borrower fails to create the security or give Post Dated Cheques/ECS/ NACH/SI or submit additional documents to the
- 8.1.21 If the Borrower fails to sign and execute such documents, papers, writing or such additional documents, papers or writing as required and called upon within 10 days from the date of intimation by the Lender during the tenure of this Agreement, till the time all amounts hereunder are repaid to the satisfaction of the Lender;
- 8.1.22 If any circumstance or event occurs which in the opinion of the Lender is prejudicial to or impairs or imperils or jeopardises or is likely to prejudice, impair, imperil, or jeopardise or adversely affect in any manner the ability/ capacity of the Borrower to perform or comply with its obligations hereunder to repay the Facility:
- 8.1.23 Any change taking place in the ownership or control of the Borrower whereby the effective beneficial ownership or control of the Borrower will change or any material change in the management of the business of the Borrowe
- 8.1.24 If the Facility amount or any part thereof is utilized for any purpose other than the Purpose for which it is sanctioned by the Lender;
- 8.1.25 If any extra-ordinary circumstances shall have occurred, which shall make it impossible for the Borrower to fulfill any of its obligations hereunder
  - On the question whether any of the above events/circumstances has occurred/ happened, the decision of the Bank shall be final, conclusive and binding on the Borrower.

## Consequences of default

- 8.2.1 The Borrower agrees and acknowledges that the following consequences shall forthwith ensue upon the occurrence of an Event of Default:
  - (a) Repayment of the Facility shall be accelerated and all amounts due including the entire amount of the Facility outstanding and al accrued Interest due thereon, irrespective of schedule of repayment shall become forthwith payable by the Borrower to the Lender and the quarantees executed (if any) shall forthwith become enforceable in accordance with the terms of this Agreement and the Transaction Documents and nothing herein contained shall be deemed to affect or prejudice the rights or powers of the Lender to demand repayment of the Facility and all monies due and payable by the Borrower under this
- (b) In addition to the above, the Lender shall be entitled to adopt criminal and/ or civil proceedings against the Borrower/ Guarantor/s, including but not limited to for dishonour of cheques under Section 138 of the Negotiable Instruments Act.

Nothing herein contained shall prejudice any other security present or future or any right or remedy available to the Bank against the Borrower, their partners, guarantors or other

persons liable to pay or contribute towards the recovery of the moneys due by the Borrower to the Bank hereunder.

## 8.3 SMA /NPA Classification: The classification of borrower accounts as SMA as well as NPA shall

be done as part of day-end process for the relevant date. The date of SMA/NPA shall reflect the asset classification status of an account at the day-end of that calendar date. Basis for classification - Principal or interest

SMA / NPA Categories	payment or any other amount wholly or partly overdue.
SMA-0	Upto 30 days
SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days
NPA	More than 90 days
Example:	

If due date of a loan account is March 31, 2021, and full dues are not received before this date, the date of overdue shall be March 3 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021. Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA on June 29, 2021. APPROPRIATION OF PAYMENTS

# 9.1 For Standard Accounts

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

- a) Interest and Principal.
- b) liquidated damages on defaulted amounts and additional interest under this agreement
- c) Cheque bounce charges, prepayment charge and other costs. charges, expenses, premium, incidental charges and other monies t and cost incurred by the bank in connection with this agreement and recovery of the borrower's dues

Notwithstanding anything contained herein above: (i) The order of appropriation maybe modified by RRI Bank may in its sole discretion: (ii) all payments shall be appropriated under each category in the order of pendency.

If an account is having multiple EMIs due, the first / oldest demand EMI would be adjusted first and then the Second demand EMI and so on. Post adjustment of EMIs if any amount is still available then the penal or additional interest then charges would be adjusted if

# 9.2 For NPA Accounts

The appropriation of recovery in NPA accounts (not eligible for upgrade) shall be appropriated in the following order:

- a) First towards principal.
- b) Interest, liquidated damages on defaulted amounts and additional interest under this agreement
- c) Cheque bounce charges, prepayment charge and other costs, charges, expenses, premium, incidental charges and other monies t and cost incurred by the Bank in connection with this 12. agreement and recovery of the borrower's Dues.

### Example:

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Date	EMI Amount	EMI Breakup		
		Principal	Interest	
1-Jun-22	100	20	80	
1-Jul-22	100	22	78	
)1-Aug-22	100	24	76	

For Standard Accounts: If the customer pays Rs.200., Firstly Rs.100/- is adjusted towards the oldest demand (i.e., 01-Jun-22) of Interest & Principal and then the remaining Rs.100/- to the 01-Jul-22 For NPA Accounts: If the customer pays Rs.200., Firstly Rs.100/-

is adjusted towards the oldest demand (i.e. 01-Jun-22) of Principal & Interest and then the remaining Rs.100/- to the 01-Jul-22 demand

# 10. ATTORNEY

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10.1.1 For all or any of the aforesaid purposes, on the occurrence of an Event of Default, the Borrower hereby irrevocably appoints the I ender as its attorney or attorneys, and in the name and on behalf of the Borrower, to execute and do all acts, deeds, and

things which the Borrower is authorised to execute and do under the covenants and provisions herein contained and generally to use the name of the Borrower in the exercise of all or any of the powers under this Agreement and the Transaction Documents or, by law conferred upon the Lender and also to execute on behalf of the Borrower at the cost of the Borrower, the powers hereunder or by law conferred on the Lender and also to execute on behalf of the Borrower at the cost of the Borrower, such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove.

10.1.2 The Borrower covenants with the Lender to ratify and confirm all acts or things made done or executed by any attorney as contemplated by clause 8.1.1 above.

# BANKERS' LIEN / SET OFF /RIGHT TO DEBIT

- 11.1 The rights, powers and remedies given to the Lender by this Agreement shall be in addition to all rights, powers and remedies given to the Lender by virtue of any other security, statute or rule of law. The Lender may exercise a banker's lien or right of set off against all monies and other property of the Borrower and documents now or hereafter in the possession of or on deposit with the Lender, whether held in a general or special account or deposit, or for safe keeping or otherwise; and every such lien and right of set off may be exercised without demand upon or notice to the Borrower with respect to any obligation of the Borrower to the Lender in the same manner as if the obligation were unsecured and shall have a lien on all property / credit balance in any other account of the Borrower or securities of the Borrower in the Lender's possession or custody whether for safe-keeping or otherwise. If upon demand by the Lender, the amounts due, under the Facility are not repaid within the prescribed time, then credit balance in any account of the Borrower may be adjusted towards the amounts due. In case of any deficit, the deficit amount may be recovered by the Lender from the Borrower
- The Bank shall be entitled at any time and from time to time with notice to Borrower and without Borrower's consent to adjust appropriate or set off any credit balance or any part thereof due or to become due to Borrower in any of Borrower's current, savings. term deposit or any deposit account or any account whatsoever at any of the Bank's branches in Borrower's name with or without join names of any other persons or before or after the maturity dates thereof towards satisfaction or part satisfaction of outstanding dues Notwithstanding the Bank's decision / action / policy if any to reverse any debit entry or not to debit interest or not to make any debit entry in Bank's books or in ledger account or in statement of account or any account, for any period whatsoever, the Borrower shall be bound and liable to pay jointly and severally to the Bank, the entire outstanding, debit balance and compound interest thereon with monthly rests till the date of realization, recovery or collection by the Bank of all such amounts plus interest, tax, additional interest, liquidated damages, commission, costs, charges and expenses at such rates as may be prevailing or fixed or to be fixed by the Bank from time to time without any reference, notice or intimation by the Bank at any time what snever
- 11.3 The securities created hereunder or under any other credit facilities provided by the Lender to the Borrower under any other agreements shall continue to secure the deficit without prejudice to the right of the Lender to demand immediate repayment of the amounts due from time to time under the Facility in terms of this Agreement. If any Interest remains unpaid on the date it is due and payable then all the unpaid Interest on the due date, at the option of the Lender shall be debited on the due date from the account of the Borrower at any of its branches in India.

The Borrower undertakes to indemnify and keep the Lender and its officers/employees fully indemnified and harmless, from and against all the consequences of breach of any of the terms conditions, statements, undertakings representations and warranties of this Agreement as also of any of its representations or warranties not being found to be true at any point of time, including any actions. suits, claims, proceedings, damages, liabilities, losses, expenses or costs and also any and all loss, damage or other consequences which may arise or result from giving the Facility to the Borrower or performing any service to the Borrower thereunder (hereinafter referred to as "Claims"), faced, suffered or incurred by the Lender. The Borrower hereby accepts and acknowledges have clearly agreeing and understanding that this indemnity would cover all acts and omissions on the part of the warranties and/or representations of the Borrower. Similarly, in the event of any Claims being made on the Lender, on account of any breach of warranty. representation, non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made by Borrower or its employees, agents, being false, the Borrower undertakes to pay

### on first demand made by the Lender of any amount on this account 18. without any demur, reservation, contest, protest whatsoever within seven working days of the demand being made

# CANCELLATION AND TERMINATION

# 13.1 The Lender has a right to unconditionally cancel the Facility: a.In case the Facility/part of the Facility is not utilized by the

Borrower and /or

b.In case of deterioration in the loan account in any manner whatsoever and/or

c. In case of non-compliance of terms and conditions of sanction. Notwithstanding the above, the Lender may in its sole discretion cancel and terminate the Facility and recall the entire amount due, without any prior intimation to the Borrower, if in the opinion of the Lender, any Event of Default has occurred or is likely to occur, or if it becomes unlawful for the Lender to disburse or continue the Facility to the Borrower or if it becomes unlawful for the Borrower to comply with any of its obligations under any of the Transaction Documents The dishursement having been made by the Lender, the Borrower shall not be entitled to cancel and/or terminate this Agreement.

As regards the Borrower, this Agreement shall be in full force and effect and shall not be terminated till the Facility account is closed and all outstanding thereon satisfied in full, nor shall it be treated as merged into, or modified or altered due to execution of any other documents hereafter.

# LENDER'S RIGHT TO ASSIGN

The Borrower shall not assign or transfer any of its rights, duties or obligations under this Agreement except with the prior written permission of the Lender. The Borrower expressly recognizes and accepts that the Lender shall be absolutely entitled and shall have full power and authority to sell, assign or transfer by novation or otherwise, in any manner, in whole or in part this Agreement/ Transaction Documents, and in such manner and on such terms as the Lender may decide, (including reserving a right to the Lender to retain its power thereunder to proceed against the Borrower on behalf of the purchaser, assignee or transferee) and any or all outstanding dues of the Borrower to any third party of the Lender's choice without any further reference or intimation to the Borrower Any such action and any such sale, assignment or transfer shall bind the Borrower to accept such third party as creditor exclusively or as a joint creditor with the Lender as the case may be. WAIVER

## 15.1 No implied waiver or impairment

remedy accruing to the Lender upon any default hereunder or under any Transaction Documents shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Lender in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Lender in respect of any other defaults, nor shall any single or nartial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights and remedies of the Lender herein provided are cumulative and not exclusive of any rights or remedies provided by law, in equity, or in any of the other documents

No delay or omission of the Lender in exercising any right, power, or

## 15.2 Express Waiver

A waiver or consent granted by the Lender under this Agreement will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

### **AMENDMENT**

The Lender shall have the right to withdraw/modify all/any of the sanction conditions or stipulate fresh conditions under intimation to the Borrower. This Agreement and any other documents referred to herein, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings in respect of the subject matter hereof, except for those provisions of the agreements, security documents (if any) issued or executed prior to this Agreement, which are in addition to and complement to, and are not the same or in conflict with, the terms of this Agreement.

### 17 RECORDS

8 of 24

The Lender has a right to hold all the Transaction Documents and any other information exchanged between the Lender, and the Borrower under this Agreement even after expiry or termination of this Agreement or for such period as may be specified from time to time for fulfilling any regulatory / internal policy obligations/ guidelines including Anti-Momey Laundering related requirements.

# NOTICES

Any demand or notice to be made or given to the Borrower may be made or given by leaving the same at or posting the same by post in an envelope under certificate of posting addressed to the Borrower at their place of business, residence or office and every such demand or notice shall be deemed to be received as the case may be at the time at which it is left or at the time at which it should have been delivered in the ordinary course of post.

# HEADINGS

The headings of the clauses are inserted for convenience of reference only and shall not be deemed to affect the construction of the provisions of this Agreement.

# PROVISIONS SEVERABLE

Every provision contained in this Agreement shall be severable, and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby

### GOVERNING LAW & JURISDICTION All disputes, differences and / or claims or question arising out of these

presents or in any way touching or concerning the same or as to constructions, meaning or effect thereof or as to the right, obligations and liabilities of the parties hereunder shall be referred to and settled by Arbitration, to be held in accordance with the provision of the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof, by a sole Arbitrator to be appointed by Alternate Dispute Resolution Forum and in the event of death, unwillingness, refusal, neglect, inability or incapability of a person so appointed to act as an Arbitrator, the Alternate Dispute Resolution Forum may appoint new Arbitrator to be a sole Arbitrator. The Award shall be final and binding upon the parties concerned. The Arbitration proceeding shall be held either at Mumbai/Delhi/Bangalore/Chennai/Kolkata and shall be conducted in English language only. Further, parties to this Agreement have mutually agreed to waive off the applicability of sub-section 12 (5) of Arbitration

# REI ATIONSHIP

The relationship between the Lender and the Borrower as lender and borrower shall commence from the date of this Agreement and subsist until all monies due and payable by the Borrower to the Lender under this Agreement and in all other documents pursuant hereto shall have been fully paid to and received by the Lender.

All rights and powers conferred on the Lender by this Agreement shall be in addition and supplemental to any rights the Lender has as a creditor against the Borrower under any law for the time being in force and shall not be in derogation thereof.

# STAMP DUTY

The Borrower alone shall be responsible for and shall bear and pay the stamp duty and registration charges, if any, on all the Transaction Documents including this Agreement.

## INCONSISTENCY

This Agreement shall always be read with the Fact Sheet hereunder written, and all other agreements and documents executed or to be executed by the parties hereto and interpreted accordingly. It is expressly agreed that the other Transaction Documents shall be read as part and parcel of this Agreement and all such covenants stipulations and obligations as are required to be performed or observed by the Borrower in pursuance of the other Transaction Documents and all such powers and rights as are conferred upon the Lender thereunder shall be deemed to be set out, required or conferred by this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the day, month and year first hereinabove written.

RBL Bank/Business Loan/V2/Dec2021/AM

(Rorrower)

(Co-Borrower)

(Co-Borrower)

RBL Bank/Business Loan/V2/Dec2021/AN

RRI Rank/Rusiness Loan/V2/Dec2021/AM (Borrower) (Co-Borrower) (Co-Borrower) RBL Bank/Business Loan/V2/Dec2021/AM



# **ANNEXURE**

From:		
Mr/Ms/ M/s		
(Name and address of the borrowers)		
То:		
The Branch Head,		
(Name of the lending Institution and address)		
Dear Sir,		
With reference to the Credit facility lies sanctioned to me/us vide sanction Le		
to due dates, classification of our borrowal accounts as SMNNPA In the cours		mastrative examples related
Companye / slowifications / Illustrative account on a Due datas and an aificat	ion of CRAA / NIDA alassification do	taa Dusas

# Concepts / clarifications / Illustrative examples on Due dates and specification of SMA / NPA classification dates Dues:

mean, the principal / interest/ any charges levied on the loan account which are payable within the period stipulated as per the terms of sanction of the credit facility.

# Overdue:

mean. the principal / interest/ any charges levied on the loan account which are payable . but have not been paid within the period stipulated as per the terms of sanction of the credit facility. In other words, any amount due to the bank under any credit facility is 'overdue' if it is not paid on the due date fixed by the bank.

# Relevance of the Principle of 'First In First Out' (FIFO) in appropriation of payments into the borrowal account:

The Principle of FIFO i.e., 'First In, First Out' accounting method is relevant to arrive at the No. of days of overdue for determining the SMA / NPA status. The FIFO principle assumes that the oldest outstanding dues in the loan account needs to be cleared first .The FIFO method thus requires that what is due first must be paid by the borrower first. For example;

if in any loan account as on 01.02.2021 there are no overdues and an amount of Rs. X is due for payment towards principal instalment/interest/charges, any payment being credited on or after 01 02.2021 in the loan account will be used to pay off the dues outstanding on 01.02.2021

Assuming that nothing is paid /or there is partial payment (Rs Y) of dues during the month of February, the overdue as on 01.03.2021 will be Rs X-Y.

Additionally, an amount of Rs.Z becomes due as on 01.03.2021, Now any payment /partial payment into the account on or after 01.03.2021 will be first utilized to pay off the partial due of 01.02.2021 ( Rs X - Rs.Y) If there is more recovery than the Rs X - Rs Y. then after recovering dues of 01.02.2021, the remaining amount will be treated as recovery towards due of 01.03.2021.

# Age of oldest Dues:

The age of oldest dues is reckoned in days from the date on which the oldest payment is due and continues to remain unpaid In the aforesaid illustration, if the Dues relating to 1 st February 2021 remain unpaid till 01.03.2021, the age of the oldest dues is reckoned as 29 days on 02.03.2021.

# Classification as Special Mention Account (SMA) and Non-Performing Asset (NPA)

Lending institutions will recognize the incipient stress in loan accounts, immediately on Default, by classifying them as Special Mention Accounts (SMA) The basis of classification of SMA / NPA Category shall be as follows:

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

However, In case of NBFCs, the reference to 90 days for SMA-2 / NPA classification to be read as per the applicable norms and also subject to the provisions of the RBI Circular DOR.CRE.REC.No.60/03.10.001/2021- 22 dated October 22, 2021 on 'Scale Based Regulation (SBR): A revised Regulatory framework for NBFCs. Also, the asset classification norms of Agricultural advances which are based on Crop Season shall continue as hitherto.

# Non-performing Asset:

Non-Performing Asset (NPA) is a loan or an advance where:

- i. interest and/ or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan,
- ii. the account remains 'out of order' as indicated below, in respect of an Overdraft/Cash Credit (OD/CC),
- iii. the bill remains overdue for a period of more than 90 days in the case of bills purchased and discounted,
- iv. the instalment of principal or interest thereon remains overdue for two crop seasons for short duration crops,
- v. the instalment of principal or interest thereon remains overdue for one crop season for long duration crops.

# 'Out of Order' Status:

An account shall be treated as 'out of order' if:

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

Illustrative movement of an account to SMA category to NPA category based on delay/ nonpayment of dues and subsequent upgradation to Standard category at day end process:

Due date of payment	Payment Date	Payment covers	Age of oldest dues in days	SMA / NPA Categorisation	SMA since Date / SMA class date	NPA Categorisation	NPA Date
01.01.2022	01.01.2022	Entire dues upto 01.01.2022	0	NIL	NA	NA	NA
01.02.2022	01.02.2022	Partly paid dues of 01.02.2022	1	SMA-O	01.02.2022	NA	NA
01.02.2022	02.02.2022	Partly paid dues of 01.02.2022	2	SMA-O	01.02.2022	NA	NA
01.03.2022		Dues of 01.02.2022 not fully paid 01.03.2022 is also due at EOD 01.03.2022	29	SMA-O	01.02.2022	NA	NA
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not paid at EOD 01.03.2022	1	SMA-O	01.032022	NA	NA
		No payment of full dues of 01.02.2022 and 01.03.2022 at EOD 03.03.2022	31	SMA-1	01.02.2022 / 03.03.2022	NA	NA
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not fully paid at EOD 1.03.2022	1	SMA-O	01.03.2022	NA	NA
01.04.2022		No payment of dues of 01.02.2022, 01.03.2022 and amount due on 01.4.2022 at EOD 01.04.2022	60	SMA 1	01.02.2022 / 03.03.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.04.22 at EOD 02.04.2022	61	SMA 2	01.02.2022 / 02.04.2022	NA	NA
01.05.2022		No payment of dues of 01.02.2022 till 01.05.22 at EOD 01.05.2022	90	SMA 2	01.02.2022 / 02.04.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 02.05.2022	91	NPA	NA	NPA	02.05.2022
01.06.2022	01.06.2022	Fully Paid dues of 01.02.2022 at EOD 01.06.2022	93	NPA	NA	NPA	02.05.2022
01.07.2022	01.07.2022	Paid entire dues of 01.03.2022 & 01.04.2022 at EOD 01.07.2022	62	NPA	NA	NPA	02.05.2022
01.08.2022	01.08.2022	Paid entire dues of 01.05.2022 & 01.06.2022 at EOD 01.08.2022	32	NPA	NA	NPA	02.05.2022
01.09.2022	01.09.2022	Paid entire dues of 01.07.2022 & 01.08.2022 at EOD 01.09.2022	1	NPA	NA	NPA	02.05.2022
01.10.2022	01.10.2022	Paid entire dues of 01.09.2022 & 01.10.2022	0	Standard Account with No Overdues	NA	NA	STD from 01.10.2022

I/we also understand that the aforesaid few examples are illustrative and not exhaustive In nature covering common scenarios, and that, the IRACP norms and clarifications provided by RBI on the subjects referred above will prevail

(Borrower/s)		
Date:	Place.	

Yours faithfully,

# Charges Grid for Business Loan (Unsecured)

Business Loan	Fees & Charges
Processing Fee	3% of Loan amount for Business Loans (Loan Amount greater than Rs.15 Lacs) 3.5% of Loan amount for small business Loans (Rs.5 Lacs toRs. 15 Lacs) (No processing fee applicable for Small Business Loans below Rs.5 Lacs)
Charges for late payment of EMI	2% additional interest per month on overdue EMI amount
Physical Statement of Account	Rs.250 per instance
Physical Repayment Schedule	Rs.250 per instance
Issue of Duplicate Interest & Principal Certificate	Rs.250 per instance
Duplicate no due certificate / NOC	Rs.250 per instance
Cheque swapping charges	Rs.500 per instance
Bounce Cheque Charges	Rs.500 per instance
*NACH bounce charges for EDI (Equated Daily installment) products	Rs.50 per instance
Charges for CIBIL report	Rs.100 per report
Foreclosure charges (EMI based product)	Up to payment of first 18 EMIs paid - 5% of principal outstanding.  More than 18 EMIs paid - 3% of principal outstanding.  Note: The foreclosure charges are not applicable to facility sanctioned to MSEs with  a. Floating interest rate loans irrespective of the loan amount  b. Fixed interest rate Loans upto INR 50 lacs loan amount
Foreclosure charges (EDI based product)	Up to payment of first 18 EDIs paid - 5% of principal outstanding.  More than 18 EDIs paid - 3% of principal outstanding.  Note: The foreclosure charges are not applicable to facility sanctioned to MSEs with  a. Floating interest rate loans irrespective of the loan amount b. Fixed interest rate Loans upto INR 50 lacs loan amount
Documentation Charges	Rs.7000 for Small Business Loan below Rs.5Lacs
Loan Cancellation Charges	Rs 3000/- + interest charged upto cancellation date

Please contact your respective locations Branch asset team for any support or clarification.

Business Loan	Fees & Charges
Processing Fee	3% of Loan amount for Business Loans (Loan Amount greater than Rs.15 Lacs) 3.5% of Loan amount for small business Loans (Rs.5 Lacs toRs. 15 Lacs) (No processing fee applicable for Small Business Loans below Rs.5 Lacs)
Charges for late payment of EMI	2% additional interest per month on overdue EMI amount
Physical Statement of Account	Rs.250 per instance
Physical Repayment Schedule	Rs.250 per instance
Issue of Duplicate Interest & Principal Certificate	Rs.250 per instance
Duplicate no due certificate / NOC	Rs.250 per instance
Cheque swapping charges	Rs.500 per instance
Bounce Cheque Charges	Rs.500 per instance
*NACH bounce charges for EDI (Equated Daily installment) products	Rs.50 per instance
Charges for CIBIL report	Rs.100 per report
Foreclosure charges (EMI based product)	Up to payment of first 18 EMIs paid - 5% of principal outstanding.  More than 18 EMIs paid - 3% of principal outstanding.  Note: The foreclosure charges are not applicable to facility sanctioned to MSEs with  c. Floating interest rate loans irrespective of the loan amount d. Fixed interest rate Loans upto INR 50 lacs loan amount
Foreclosure charges (EDI based product)	Up to payment of first 18 EDIs paid - 5% of principal outstanding.  More than 18 EDIs paid - 3% of principal outstanding  Note: The foreclosure charges are not applicable to facility sanctioned to MSEs with  c. Floating interest rate loans irrespective of the loan amount d. Fixed interest rate Loans upto INR 50 lacs loan amount
Documentation Charges	Rs.7000 for Small Business Loan below Rs.5Lacs
Loan Cancellation Charges	Rs 3000/- + interest charged upto cancellation date

Please contact your respective locations Branch asset team for any support or clarification.



# **FACT SHEET**

Type of Facility	Business Loan
Purpose of Facility	

# **SECTION - A**

Sr.No.	Particulars	Details
1.	Place of Agreement	
2.	Date of Agreement	
3.	Name of the Borrower	
4.	Name of the Co-borrower/s	
5.	Pan No. of the Borrower/Co-borrower	a) Borrower -
6.	Address of the Borrower and for the purpose of service of Notices	b) Co-borrower -
7.	Address of the Co-borrower and for the purpose of service of Notices	
8.	Address of the Branch Office of RBL Bank Ltd. and for the purpose of service of Notices	
9.	Type of Facility	Business Instalment Loan amount
10.	Facility Amount	
11.	Nature of Business/Profession	
12.	Date of Fact Sheet	
13.	Tenure of the Facility	
14.	***Interest type (fixed or floating)	Fixed
	a) Interest chargeable (In case of Floating Rate Loans)	<del>(a)</del>
	b) Interest chargeable (In case of Fixed Rate Loans)	(b)% p.a.
15.	Date of reset of interest	Not Applicable

<sup>\*\*\*</sup> For loans with tenure up to 3 years the interest rate has been calculated on the basis of the MCLR with maturity equal to the loan tenure.

S	S		S		
	(Borrower)		(Co-Borrower)		(Co-Borrower)

# SECTION - B (i) (Applicable for EMI based product)

Sr.No.	Particulars	Details
16.	Fees payable*	
	a) On application	a) Processing Fee% of loan amount at the time of disbursal
	(Plindividually specify all types of fees)	b) Agreement franking charges as per actuals
	b) During the term of the Facility	a) Duplicate Interest And Principal Certificate - Rs. 250
	(Pl individually specify all type	b) Cheque swapping charges - Rs. 250
	of fees)	c) Bounce Cheque charges - Rs. 250
	01 1000)	d) CIBIL Report charges - Rs. 50
		e) Commitment Charges (only for OD) - Minimum 50%
		utilization on a monthly basis. Gap between actual utilization and 50% will attract a monthly charge of 2%.
	c) On foreclosure/ pre-payment	<ul> <li>No pre-payment/foreclosure permitted until repayment</li> </ul>
	(Pl individually specify all type of	of 6 EMIs
	fees)	
	ices)	• 7 to 18 EMIs paid – 5% of Principal outstanding
		• More than 18 EMIs paid – 3% of Principal outstanding
		<b>Note:</b> The foreclosure charges are not applicable to facility sanctioned to MSEs with
		a. Floating interest rate loans irrespective of the loan amount
		b. Fixed interest rate Loans upto INR 50 lacs loan amount
	d) Fees refundable if Facility not	Not applicable
	sanctioned/disbursed	Not applicable
	e) Conversion charges for switching from	Not applicable
	floating to fixed interest and vice-versa	Tot applicable
	f) Penalty for delayed payments/	2% additional interest per month on overdue EMI amount
	Additional Interest	/ In case of OD facility 2% additional interest per month
	Tuditional Interest	on over utilisation of limit
	g) Other Charges	
17.	Other Conditions	
18.	Disbursal Installments (if applicable)	
19.	Maximum part prepayment allowed	
20.	Amount of EMI	The Facility shall be repaid as per the following instalments
		of Rs. /-, each payable as per the following details:
	a) Pre-EMI Interest / EMI due date	5th of every month
	b) Repayment Frequency & Periodicity	Monthly
	of interest compounding	
	c) Amortization Schedule / Breakup of	
	Principal & Interest	Note: This is an indicative repayment schedule and EMI is
		calculated basis the assumption that Facility is fully disbursed on
		In an event there is a difference in the disbursal
21	D ( C )	dates/amounts, the Repayment Schedule is subject to change.
21.	Date of commencement of EMI	
22.	Date of Repayment of Interest on	On or before last date of every month
23.	Overdraft limit  Mode of Repayment	ECS / NACH / SI / PDC
24.	No. of Advance EMI (if applicable)**	ECS / IVACII / SI / FDC
25.	Advance EMI amount (if applicable)**	
26.	Insurance Premium (if applicable)	
27.	Details of security/collateral obtained	
28.	Names and Addresses of the	
	Guarantors (if applicable)	
29.	Date on which annual outstanding	On demand by the Borrower
	balance statement will be issued	
30.	Transaction Documents	
	and other taxes to be levied as applicable	

S	S	S	
(Borrowe	r) (Co-Boi	rrower) (Co-Borro	wer)

<sup>\*</sup> GST and other taxes to be levied as applicable

\*\* Advance EMI amount (where applicable) shall be treated as a collateral and shall be adjusted towards payments of the last few installments of the loan or overdue charges where applicable. The Bank shall not pay any interest on the advance installment amount.

# SECTION - B (ii) (Applicable for EDI based product)

Sr.No.	Particulars	Details
16.	Fees payable****	
	a) On application (Pl individually specify all types	a) Processing Fee% of loan amount at the time of disbursal
	of fees)	b) Agreement franking charges as per actuals
	b) During the term of the Facility	a) Duplicate Interest And Principal Certificate - Rs. 250
	(Pl individually specify all type of	b) Cheque swapping charges - Rs. 250
	fees)	c) Bounce Cheque charges - Rs. 250
		d) CIBIL Report charges - Rs. 50
		e) Commitment Charges (only for OD) - Minimum 50% utilization on a monthly basis. Gap between actual utilization and 50% will attract a monthly charge of 2%. f) NACH bounce charges Rs. 50
	c) On foreclosure/ pre-payment	No pre-payment/foreclosure permitted until 180 EDIs
	(Pl individually specify all type of	are paid
	fees)	• 181 to 550 EDIs paid – 5% of Principal outstanding
		• More than 550 EDIs paid – 3% of Principal outstanding
		<b>Note:</b> The foreclosure charges are not applicable to facility
		sanctioned to MSEs with
		a. Floating interestrate loans irrespective of the loan amount
		b. Fixed interest rate Loans upto INR 50 lacs loan amount
	d) Fees refundable if Facility not sanctioned/disbursed	Not applicable
	e) Conversion charges for switching from	Not applicable
	floating to fixed interest and vice-versa	
	f) Penalty for delayed payments/	2% additional interest per month on overdue EDI amount
	Additional Interest	/ In case of OD facility 2% additional interest per month
		on over utilisation of limit
	g) Other Charges	
17.	Other Conditions	
18.	Disbursal Installments (if applicable)	
19.	Maximum part prepayment allowed	
20.	EDI Amount /Repayment Schedule***	
21.	Date of commencement of EDI	
22.	Date of Repayment of Interest on Overdraft limit	To be cleared on daily basis
23.	Mode of Repayment	ECS / NACH / SI / PDC
24.	No. of Advance EDI (if applicable)**	
25.	Advance EDI amount (if applicable)**	
26.	Insurance Premium (if applicable)	
27.	Details of security/collateral obtained	
28.	Names and Addresses of the	
	Guarantors (if applicable)	
29.	Date on which annual outstanding	On demand by the Borrower
	balance statement will be issued	
30.	Transaction Documents	
31.	Frequency*	Daily
* C	hange in frequency is subject to bank dis	· ·

<sup>\*</sup> Change in frequency is subject to bank discretion.

*** EL	)I for bank	i holidays	Will b	be collected	on the	next bank	working days
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S		S	S		S	
	(Borrower)		(Co-Borrower)		(Co-Borrower)	

<sup>\*\*</sup> Advance EDI amount (where applicable) shall be treated as a collateral and shall be adjusted towards payments of the last few installments of the loan or overdue charges where applicable. The Bank shall not pay any interest on the advance installment amount.

<sup>\*\*\*\*</sup> GST and other taxes to be levied as applicable.

I/We agree to give consent for any future offers pertaining to personal loan top-up, other individual loans, credit line & credit card applications through an in-person meeting / registered e-mail / call through call center on registered telephone or mobile phone / net-banking / SMS sent by the Bank or its agents.

# SIGNED AND DELIVERED BY

# **Signatures**

	Individual:	
	Mr./Ms	
	Mr./Ms	
	Mr./Msthe <b>Borrower</b> within-named	
	Sole Proprietorship Firm:	
	Mr./Ms	
	Sole Proprietor / Proprietress of M/s	
	the Borrower within-named both in their individual capacity and as partners	
	of the firm	
	Partnership Firm:	
	Mr./Ms	
	Mr./Ms	
	Mr./Ms	
	All partners of M/s.	
	the <b>Borrower</b> within-named both in their individual capacity and as partners	
	of the firm	
	Company:	
	The common Seal ofPvt. Ltd. the Borrower within named has been affixed hereunto in the presence of:	
	•	
	Mr./Ms	
	Mr./Ms	
	Directors/of the Borrower in pursuance of the	
	Board Resolution dated and they have signed below	
	the Seal to confirm that the Seal was affixed in their presence.	
	Limited Liability Partnership:	
	Mr./Ms	
	Mr./Ms	
	Mr./Ms.	
	All partners of M/s the Borrower within-named both in their individual capacity and as partners	
	of the firm	
	Association of Persons:	
	Mr./Ms	
	Mr./Ms.	
	All members of the AOP namely	
	the Borrower within-named	
SICNE	D AND DELIVERED BY	
	AND DELIVERED BY ANK LIMITED,	
	mt mt	
эшт / З	IIIL	

(Authorized Signatories)



# **DISBURSAL REQUEST FORM**

To, The Branch Manager **RBL Bank Limited**<sup>1</sup>

Name of Applicant		Name of Co-Applicant	Name of Co-Applicant		Preferred Mode of Disbursement (Cheque/RTGS/NEFT)
/We, request I		L Bank") to disburse facility amount	that was sanctioned to	me/us as per the t	erms and conditions mentioned
		s			
S. No.	In Favour of	Bank	A/C No		
	III Favour of	Dalik	A/C NO	Payable a	t Amount
1					
2					
			Total I	Disbursement An	nount
utilization of s realization of	such disbursement an such cheque, demand	to accrue from the date of first di d when disbursed by issue of a ch draft or pay order.			
In Case of RT	GS/NEFT				
Customer Na	ame				
Beneficiary N	Name				
Beneficiary A	Account Number				
Bank Name					
Bank Addres	S				
Amount					
IFS Code					
MICR Code					
Account Typ	e				
/We agree th	at I/we have submitte	ed the following self-attested docu	ments (ticked below) to	the Bank repres	entative:
_	eement booklet				
. Please m	ention other docume	nts, if any			
		ve given instructions for remittanc the Loan Agreement booklet.	e through SI/ECS/NACH	I for repayment o	of abovementioned facility as po
Name of Appli	icant			Signature	
Name of Co-a	pplicant			Signature	<u> </u>
Name of Co-a	pplicant			Signature	<u> </u>
Place :		_	Date	:/	
RBL Bank Li	mited				



# **CHEQUE (PDCs) SUBMISSION FORM**

To,
The Manager,

RBL Bank Limited¹,
Mumbai,
Dear Sir / Madam,

Subject: PDCs in Loan application No

I / we
thank you for your facility offer vide No.

dated
and would like to request the disbursal of the loan as earliest. The following crossed (A/c Payee) Post Dated Cheques (PDCs) are handed over to in favour of "RBL Bank Limited" Details of the PDCs are as below:

S. No.	Cheque N	lumbers	Da	te	No. of	Name of the	EDI/EMI/	Amount
	From	То	From	То	cheques	Bank & Branch	Pre-EMI/EDI Security	
1								
2								
3								
4								
5								
6								
lame of	the Customer	2.						
ignature	of the Custo	mer ²:						
ate:								
lame of	the Branch of	ficial / DSA:						
uthorize	ed Signatory f	rom Branch of	ficial / DSA:					

<sup>&</sup>lt;sup>1</sup> RBL Bank Limited

<sup>&</sup>lt;sup>2</sup> Please mention the repayment account entholder's name & signature. For example, if repayment PDC is received from the Co-applicant account then Cheque (PDCs) Submission Form must be signed by the co-applicant only.



# **DEMAND PROMISSORY NOTE**

(IN CASE OF INDIVIDUAL / SOLE PROPREITORSHIP FIRM / PARTNERSHIP FIRM / LIMITED LIABILITY PARTNERSHIP / ASSOCIATION OF PERSONS)

ON DEMAND, I/ We,	
jointly and severally promise to pay RBL Bank Limited, or order, the sum of Rs	
(Rupees	
only	) in consideration of full value received
together with interest at% p. a. with monthly / quarterly /	daily rests or such other rate as the Bank
may fix from time to time, in relation to the Marginal Cost of Funds Based Lend	ding Rate (MCLR), from the date hereof til
the date of payment.	
Presentment for payment and noting and protest of this note are hereby unc	onditionally waived.
Name and Signature of Borrower	
Name and Signature of Co-borrower(s)	Revenue Stamp of Re. 1/- to be affixed
	(Signature across Revenue
	Stamp by Borrower &
Place:	Co-borrower(s))
Date:	



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# **RBL BANK LIMITED**

Corporate Office : One World Centre, Tower 2B, 6th Floor, 841, Senapati Bapat Marg, Lower Parel (West), Mumbai – 400013. CIN L65191PN1943PLC007308

Registered Office: RBL Bank Ltd., 1st Lane, Shahupuri, Kolhapur - 416 001. Maharashtra, India. Administrative Office: Mahaveer, Shri Shahu Market Yard Shahupuri, Kolhapur – 416 005