

FACILITY AGREEMENT

THIS FACILITY AGREEMENT ("Agreement") is made at place and date mentioned in **Schedule – I** hereof between the **Person(s)** named in **Schedule – I** ("**Borrower**") of the **ONE PART AND RBL BANK LTD**, a company incorporated under the Indian Companies Act, 1913 and having its registered office at Shahupuri, Kolhapur – 416 001 and operating in these presents through its Office / Branch located at address mentioned in Schedule – I (the "**Bank**") of the **OTHER PART**.

WHEREAS:

- A.** The Bank is engaged *inter alia*, in the business of providing financial assistance to individuals, small and medium enterprises and other Persons.
- B.** The Bank, at the request of the Borrower, has and may from time to time at its sole discretion agreed to grant or may grant, as the case may be, to the Borrower one or more uncommitted and repayable on demand fund based credit facilities (hereinafter referred to as "**Credit Facility(ies)**") on the terms and conditions as detailed in the sanction letter referred to in Schedule-1 hereto and as may be issued or amended from time to time, which shall be deemed to be incorporated as an integral part of this Agreement (collectively hereinafter, the "Sanction Letter") and on the terms and conditions as set out in this Agreement.

Each of the parties mentioned above, where the context so requires, are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

NOW IN CONSIDERATION OF THE BANK having agreed to grant to the Borrower the Credit Facilities the Borrower hereby agrees with and confirms, declares and agree to the Bank as follows:-

1. DEFINITIONS

Capitalized terms in this Agreement shall have the following meaning or as assigned in this Agreement.

- (a) "**Borrower**" means the Person(s) (as hereinafter defined) who is/are the applicant(s) for the Credit Facility(ies) and includes the Borrower, the Co-Borrower or any Person(a) named in Schedule – I below and named as Borrower or Co-Borrower and unless repugnant to the subject or context thereof, shall be deemed to include their legal heirs, representatives, administrators, successors and permitted assigns. Each Borrower (whether named as Borrower or Co-Borrower) shall be jointly and severally liable to the Bank as per the terms of this Agreement.
- (b) "**Business Day**" shall mean any day on which the Bank is not closed and is required or authorized by law to be open for business.
- (c) "**Charges**" shall mean charges to be paid by the Borrower to the Bank as per terms of this Agreement or Sanction Letter.
- (d) "**Transaction Document**" shall mean this Agreement, Sanction Letter and other documents as per terms of the Sanction Letter.
- (e) "**Drawdown**" shall mean utilization of the Credit Facility(ies) in part or in full.
- (f) "**Due Date**" means, with respect to: (i) a Loan, the Repayment Date or Maturity Date (whichever is earlier); (ii) Interest, the Interest Payment Date; (iii) any other amount payable under this Agreement or Sanction Letter, on the date on which such amount falls due as per respective terms.
- (g) "**Interest Payment Date**" shall mean last day of the calendar month or as mentioned in the Sanction Letter (whichever is earlier).

- (h) **“Loan”** shall mean, as the context requires, amount disbursed by the Bank pursuant to each Drawdown (i.e., a disbursement) or the principal amount outstanding to be paid to the Bank by the Borrower at any time pursuant to Drawdown of the Credit Facility(ies).
- (i) **“External Benchmark Rate”** means the percentage rate per annum decided by the Bank and announced / notified by the Bank from time to time as its External Benchmark Based Lending Rate in accordance with the guidelines issued by Reserve Bank of India from time to time.
- (j) **“Material Adverse Effect”** It means the effect or consequence of any event or circumstance which is or is likely to be: (a) adverse to the ability of the Borrower/s or any person to perform or comply with any of their respective obligations under the Facility in accordance with their respective terms; or (ii) prejudicial to any of the businesses, operations or financial condition of the Borrower/s or of any person who is party to any Transaction Document under the Facility.
- (k) **“Maturity Date”** means date falling at the end of the 12th calendar month from the date of this Agreement or such other date specifically mentioned as Maturity Date in the Sanction Letter/**Schedule – I** (whichever is earlier, unless renewed or extended by the Bank in writing).
- (l) **“Obligors”** means Borrower, Co-Borrower, or Guarantor or any Person who shall be liable to discharge any obligation as provided in this Agreement to the Bank on behalf of such Persons.
- (m) **“Person”** shall mean any individual, corporation, partnership, (including, without limitation, association), company under the purview of Companies Act, 2013, trust, unincorporated organization, Hindu undivided family or any governmental authority or political subdivision thereof. The expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include (i) in the event that the Borrower is a Company incorporated under the Companies Act, 1956 or a Limited Liability Partnership, incorporated under the Limited Liability Partnership Act, 2008, its successors; (ii) in the event that the Borrower is a partnership firm for the purposes of the Indian Partnership Act, 1932, the partners for the time being and from time to time and their respective legal heirs, executors and administrators; (iii) in the event that the Borrower is a sole proprietorship, the sole proprietor and his/ her heirs administrators and executors; (iv) in the event that the Borrower is a Hindu Undivided Family, the Karta and any or each of the adult members of the Hindu Undivided Family and their survivor(s) and his / her / their respective heirs, executors, administrators; (v) in the event that the Borrower is a Society, the members of the governing body of the Society and any new members elected, appointed or co-opted thereon; (vi) in the event that the Borrower is a Trust, the Trustee or Trustees for the time being hereof and their respective heirs, executors, administrators and successors; (vii) in the event that the Borrower is an individual, his/her heirs, administrators and executors.
- (n) **“Rate of Interest”** with respect to a Credit Facility(ies) shall mean the Rate of Interest mentioned in **Schedule – I** of this Agreement or in the Sanction Letter.
- (o) **“Renewal Date”** shall means 1(one) Business Day prior to the Maturity Date as per this Agreement or Renewal Letter.
- (p) **“Renewal Letter”** means letter if any issued by the Bank extending the Maturity Date of this Agreement.
- (q) **“Repayment Date”** in respect of the Credit Facility(ies) means the date mentioned in the Sanction Letter for repayment of each Drawdown or any earlier date for repayment as per terms of this Agreement or Sanction Letter (whichever is earlier).
- (r) **“Sanction Letter”** means letter issued by the Bank intimating sanction of Credit Facility(ies) to the Borrower as referred in **Schedule – I**. The Sanction Letter shall form an integral part of this Agreement and the terms of such Sanction Letter shall be read as part and parcel of this Agreement.
- (s) **“Supplier/Corporate”** shall mean such Persons who supply products and services to the Borrower and accepted by the Bank as eligible Persons for receiving amount pursuant to Drawdown or

requesting Drawdown of Credit Facility(ies) in full or any part thereof based on a request made by the Borrower.

2. THE FACILITY

The Credit Facility(ies) granted by the Bank herein *is revolving* in nature and the Borrower or its nominated Supplier or any Person authorized by the Borrower (Collectively, “**Representatives**”) will be entitled to Drawdown the available Credit Facility(ies) in part or in full, subject to the terms of this Agreement. Disbursement of the Credit Facility(ies) will be made directly to Supplier’s bank account or as mutually agreed in writing between the Bank and the Borrower, such disbursement shall be conclusive proof towards Drawdown of the Credit Facility(ies). The Bank may deduct from the Credit Facility(ies) or the sums disbursed to the Borrower any monies then due and payable by the Borrower to the Bank without any notice or intimation to the Borrower or its Representatives. The Borrower also understands and agrees that the Bank shall have all rights to demand, recall and cancel the Credit Facility(ies) under this Agreement.

3. INTEREST

- 3.1. Interest on amounts outstanding under the Loan shall be payable by the Borrower to the Bank at the applicable Rate of Interest, on the Interest Payment Date or Maturity Date (whichever is earlier). Interest will be calculated on the basis of the actual number of days elapsed and a year of three hundred and sixty five (365) days. Interest once paid to Bank shall not be refundable.
- 3.2. The Borrower covenants with the Bank to pay interest on the principal amount of the Credit Facility(ies) advanced and outstanding from time to time at the rate, which is the aggregate of “**External Benchmark Rate**” and “**Spread**” per annum subject to minimum rate of External Benchmark Rate, plus applicable interest tax or other statutory levy, if any, on the principal amount of the loan remains outstanding each day (“**Interest Rate**”). Interest on the Facility shall begin to accrue from the date of first disbursement of the Facility without the Bank concerning itself with the receipt of such disbursement by the Borrower/ beneficiary/recipient and also with the realization of the pay order/ demand draft or the time taken for such realization. In case there is any change in the regulatory requirements including but not limited to provisioning norms and/or risk weightage applicable to the Facility, then the Bank may revise the ‘Spread’ to reflect the regulatory change, subject to extant RBI guidelines.

4. DRAWDOWN

The Credit Facility may be drawn down by the Borrower in multiple tranche. Provided, that the Bank will not be liable to disburse the entire amount requested for by the Borrower and the amount of each tranche to be disbursed shall be determined by the Bank on the basis of the credit evaluation of the Borrower and internal policies of the Bank as may be applicable from time to time.

5. REPAYMENT

- 5.1 The Borrower agrees that the Loan shall be repayable on demand made by the Bank. Subject to the aforesaid the Borrower shall pay the Bank amounts payable to the Bank (ie., Rate of Interest or principal outstanding of the Loan on or before the respective Due Date without any delay and or demur and even in an event of any dispute on the good etc. with the Supplier.

- 5.2 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 Loan are received/realized by the Bank.
- 5.3 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 Bank on the Due Date.

6. DEFAULT RATE

- 6.1 Any failure on part of the Borrower to discharge obligation under this Agreement towards repayment of principal Loan or Rate of Interest will be liable for Overdue of Tranche Amount **at the rates mentioned in the Schedule – I of this Agreement**, which the Borrower agree to pay to the Bank.
- 6.2 The Borrower also agrees that the Bank shall be entitled to charge Overdue of Tranche Amount for breach of any covenants by the Borrower under this Agreement or Sanction Letter. The Borrower shall pay the Overdue of Tranche Amount at the earliest, however not later than the immediate Interest Payment Date that arise pursuant to any default. The Borrower agrees that Bank's right to charge Overdue of Tranche Amount shall be without prejudice to its rights to initiate appropriate legal proceedings.

7. GENERAL

The Borrower acknowledges that any sum, Rate of Interest, Overdue of Tranche Amount levied by the Bank under this Agreement are reasonable and that they represent genuine pre-estimates of the loss incurred by the Bank. The Borrower also acknowledges that the Credit Facility(ies) provided under this Agreement is for commercial transactions and waives off any defense available under usury or other laws relating to the charging of Rate of Interest.

8. PAYMENT

All payments to be made by the Borrower to the Bank in terms of this Agreement shall be made directly to the Bank or as the Bank may notify the Borrower in writing prior to the Due Date; (b) All payments to be made by the Borrower under this Agreement shall be made without any deduction, set-off or counterclaim; (c) If a payment under this Agreement is due on a day, which is not a Business Day, the Due Date for that payment shall instead be the immediately preceding Business Day.

9. APPROPRIATION

Any payments due and payable by the Borrower under this Agreement shall be appropriated by the Bank towards dues in the following order, viz., (a) (i) Interest on costs, charges, expenses and other monies; (ii) Costs, charges, expenses and other monies; (iii) Further interest and liquidated damages on defaulted amounts; (iv) Interest including overdue of tranche amount, payable under the terms of this Agreement; (v) Premium on prepayment (if any as per Sanction Letter); (vi) Repayment of principal due and payable under this Agreement; or (b) in such manner as deem appropriate by the Bank.

10. REPRESENTATION AND WARRANTIES

The Borrower declares that (a) all the information provided to the Bank for the purpose of obtaining this Credit Facility(ies) are true and correct; (b) the Borrower or any of its authorized signatories are duly authorized to execute this Agreement and other documents required for the Credit Facility(ies) with the Bank; (c) any communication from the Representatives shall be deemed as communication

from the Borrower; (d) there are no restrictions for obtaining the Credit Facility(ies); (e) utilization of Credit Facility(ies) amount will be as per applicable law; (d) records maintained by the Bank shall be conclusive proof of the amounts outstanding from and due by the Borrower; (e) the Borrower or any of its Director or authorized signatory (as may be applicable) are not named in any list of defaulters (willful or otherwise) or caution list circulated by the Reserve Bank of India, Credit Information Companies, Export Credit Guarantee Corporation or any financial institution or regulatory body; (f) the Borrower shall not without prior written consent of the Bank, pay commission to any Person furnishing any guarantee, counter-guarantee or indemnity (other than the cost, expense, fees or other charges incurred by such Person furnishing any guarantee, counter-guarantee or indemnity) on behalf of the Borrower and (g) each of the representation and warranties given above by the Borrower shall be deemed to be represented and warranted by each of the Obligors and each covenants agreed by the Borrower through this Credit Facility Agreement shall be deemed to be accepted by each of the Obligors and each covenants.

11. DISCLOSURE

The Borrower consents to disclosure by the Bank of information and data relating to the Borrower, the Facility, and Borrower's Dues 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 to:

- (a) RBI and to the Credit Information Companies ("**CIC**") and any other agency authorized in this behalf by the RBI;
- (b) gives specific consent to the Bank for disclosing / submitting the 'financial information' as defined under Insolvency and Bankruptcy Code, 2016 ("**Code**") read with the relevant regulations/ rules framed under the Code, as amended and in force from time to time, to any 'Information Utility' ("**IU**") and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank, as and when requested by the concerned 'IU'.

The Borrower(s) agrees and undertakes that RBI, CIC and any other agency so authorized may use and process the said information and data disclosed by the Bank 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.

12. EVENT OF DEFAULT

The following acts/, as set out below, shall each constitute an "Event of Default" by the Borrower/s for the purposes of the Facility:

- i. Default (including, but not limited to, any payment default) has occurred in the performance of any covenant, condition or agreement on the part of the Borrower/s under the Facility or on the part of any other person.
- ii. Breach of any representation, warranty, declaration or confirmation under the Facility or any other Transaction Document has occurred / been committed and /or the Borrower/s has/have committed any fraud/ failed to submit any material information as required under the Application Form/Sanction.
- iii. The Borrower/s has, or there is a reasonable apprehension that the Borrower/s has or would voluntarily or involuntarily become the subject of proceedings under any bankruptcy or Insolvency law, or is voluntarily or involuntarily dissolved, becomes bankrupt or insolvent or if the Borrower/s has taken or suffered to be taken any action for reorganization, liquidation or dissolution or insolvency or bankruptcy or if a receiver or liquidator has been appointed or allowed to be appointed of/over all or any part of the Asset (s) and/or any other properties of the Borrower/s or if an attachment or distraint has been levied on the Asset(s) or the Borrower/s'

other assets or any part thereof or certificate proceedings have been taken or commenced for recovery of any dues from the Borrower/s or if one or more judgements or decrees have been rendered or entered against the Borrowers.

- iv. Death of the Borrower/s or any one of them or if the Borrower/s ceases or threatens to cease to carry on any of its businesses or gives notice of its intention to do so or if all or any part of the assets of the Borrower/s required or essential for its business or operations are damaged or destroyed or there occurs any change from the date of submission of the Application in the general nature or scope of the business, operations, management or ownership of the Borrower/s which could have a Material Adverse Effect.
- v. Default under any other agreement between borrower and any other creditor;
- vi. Any government, governmental authority, agency, official or entity take or threatens any action: (a) for dissolution of the Borrower/s or any action which deprives or threatens to deprive the Borrower/s: (1) from conducting any of its businesses or carrying out its operations in the manner it is being conducted or carried out, or (2) of the use of any of its assets: (b) to revoke or terminate or to refuse to provide or renew any authorization or to impose onerous conditions on or on the grant or renewal of any authorization.
- vii. It is or becomes unlawful for the Borrower/s or any person (including RBL Bank) to perform any of their respective obligations under the Transaction Document.
- viii. The Borrower/s is unable or has admitted in writing its inability to pay any of its Indebtedness as they mature or when due. The Borrower/s commit/s any default under any other agreement with the Lender or any of its group companies.

The Borrower/s shall promptly notify RBL Bank in writing upon becoming aware of any default and any event which constitutes an Event of Default and the steps, if any, being taken to remedy it. The decision of RBL Bank as to whether or not an Event of Default has occurred shall be final and binding upon the Borrower/s.

13. CONSEQUENCES OF EVENT OF DEFAULT

Upon an Event of Default the Bank may, without prejudice to any rights that it may have, take one or more of the following actions including but not limited to the following: (i) Declare all amounts payable by the Borrower with respect to the Credit Facility(ies) to be due and payable immediately by the Obligor; (ii) Set-off any amounts lying in the bank account of the Borrower with the Bank towards repayment of the whole or any part of the obligations under this Agreement; (iii) Exercise such other rights as may be available to the Bank under this Agreement or under the applicable law against the Borrower at the discretion of the Bank; (iv) Stipulate any additional conditions or take any other action as the Bank may deem fit; (v) Instruct any Person, who is liable to make any payment to the Borrower, to pay directly to the Bank.

14. EXPENSES AND INDEMNIFICATION

(A) The Borrower shall fully reimburse costs and expenses incurred by the Bank in relation to this Agreement within thirty (30) calendar days of the demand thereof from the Bank or as provided in the Sanction Letter (whichever is earlier). (B) The Borrower shall indemnify the Bank and each of their respective officers, directors, employees, representatives, attorneys and agents from and hold each of them harmless against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses and disbursements incurred by any of them in any way or by reason of litigation, recovery charges, collection charges incurred by the Bank. (C) The Borrower shall indemnify the Bank against any actions, damages, costs, claims, demands or losses arising from the

Bank acting in accordance with any fax or email which appears to have been furnished by the Borrower or on behalf of the Borrower. This indemnity applies even if any such fax or email was produced by or contains or has attached any forgery, lack of authority, wrongful alteration or other misuse of a document, text or file, or if any transmission details or information appearing on it are not genuine. This indemnity applies even if any such fax or email was not in fact issued by Borrower or with Borrower's authority. All indemnities set forth herein by the Borrower shall survive post completion of tenor of this Agreement to the extent applicable. The Obligors herein shall also indemnify the Bank if there are any failures on Part of the Borrower to perform the same. In such event of failure on part of the Borrower, Bank shall have right to jointly and severally proceed against each or all of the Obligors.

15. MISCELLANEOUS

- 15.1. In addition to any rights now or hereafter granted under applicable law or otherwise, the Bank is hereby authorized at any time or from time to time, without notice, to set off and to appropriate and apply any and all deposits at any time held by, or owed, or for the credit, or the account of the Borrower/any of the Obligors, towards the obligations and liabilities of the Borrower to the Bank;
- 15.2. 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 amendment in any constituent documents by any winding-up, liquidation, bankruptcy/insolvency, dissolution of firm, retirement or death of any of the partners of the firm, reorganization or any similar process or upon the Borrower 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. In case the Borrower is an individual, after the death/insanity/insolvency of the Borrower, the Borrower's Dues shall be the liability of the Borrower's heirs, executors, administrators and liquidators.
- 15.3. All notices and other communications to the Parties herein shall be made to the address of Parties mentioned in Schedule – I hereof; (d) Any amendment/waivers to this Agreement shall require a prior written consent of the Bank;
- 15.4. The Borrower shall not assign, transfer or novate any interest in its rights and/or obligations under this Agreement without the prior written consent of the Bank. The Bank may assign its rights to any Person as it may deem fit;
- 15.5. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of the prohibition or unenforceability, but that shall not invalidate the remaining provisions of this Agreement or affect such provision in any other jurisdiction;
- 15.6. The Borrower hereby (i) gives its consent to the Bank to make any disclosures required to be made by the Bank in its annual reports pursuant to the execution of any of this Agreement; (ii) agrees that the Bank may disclose any information in relation to the Borrower to any of its affiliates, employees and to any Person with whom it intends to enter into any kind of transfer, participation or other agreement or transaction based on this Agreement or to access information about the Borrower or as may be required under applicable law; (iii) agrees that the Bank may disclose any information to its auditors or legal advisors;

- 15.7. The sanction and grant of the Credit Facility(ies) by the Bank, shall not vest in the Borrower or any other Person a right to claim any damages from the Bank, for any reason whatsoever including but not limited to any product liability claim which the Borrower or any Person may have on the Supplier or other Persons;
- 15.8. The Borrower hereby agree to accept as conclusive proof of the correctness of any sum claimed by the Bank to be due from the Borrower in respect of the said Credit Facility(ies), a statement of account made out from the books of the Bank and signed by the officer of the Bank, without production of any voucher, documents or other papers.
- 15.9. The Borrower shall also bear all the tax, toll, duties, levies, cess or any other tax as may be imposed by the central government, state government, judicial, quasi judicial or any municipal authorities, if required shall also be liable to reimburse all such taxes, tolls, duties, levies, cess, etc. to the Bank.
- 15.10. The Bank shall have a right to set off any outstanding / over dues of the Borrower from any other facility /deposit in the name of the Borrower/Co-Borrower/Guarantors. The Bank shall exercise the right of general lien and set-off available to it in law on all monies belonging to the Borrower/Co-Borrower/Guarantors and standing to the credit of the Borrower/Co-Borrower/Guarantors upon notice, in any account whether held singly or jointly, whatsoever, securities, deposits and other assets and properties of the Borrower/Co-Borrower/Guarantors from time to time in the possession of the Bank or its nominees whether the same is held by the Bank for safe custody or otherwise.

16. GOVERNING LAW& JURISDICTION

The Facility shall be governed by in accordance with Indian Laws and courts of the city where the Bank is maintaining the Facility account and/or where Facility has been disbursed shall have exclusive jurisdiction. Notwithstanding the above, the Bank reserves the right to initiate/file proceedings in any other Court, Forum or Tribunal in any other city, which may also have jurisdiction over the matter and Borrower hereby consents to this right of the Bank.

SCHEDULE – I

[This Schedule shall for integral part of Credit Facility(ies) Agreement executed by the Borrower named below]

1.	Place & Date of Execution of this Agreement	[Place] [DD/MM/YYYY] (“Effective Date”)
2.	Sanction Letter	[Date and Reference number of the Sanction Letter]
3.	Name and Address of the Borrower (Details for notice)	
4	Name and Address of the Guarantor (Details for notice)	

To be stamped as an Agreement+ Indemnity

5	Legal constitution of the Borrower	<input type="checkbox"/> Individual <input type="checkbox"/> HUF <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Company <input checked="" type="checkbox"/> Other _____ (Please specify)
6	Credit Facility(ies)	Upto and not exceeding INR [Credit Facility(ies) Amount]
7	Processing Fee	_____ + Applicable Service Tax (to be paid upfront)
8	Rate of Interest	Floating Rate: External Benchmark Rate _____% + Spread _____% = _____% p.a
9	External Benchmark Rate & Interest Rest Date	RBI Policy Repo Rate with quarterly reset from Account open / limit setup date
10	Default Rate/Overdue of Tranche Amount*	The Bank reserves the right to charge at the rate of 0.25% on overdue of Loan/Tranche amount
11	Maturity Date	12 (Twelve) months from Effective Date referred above or as provided in the Sanction Letter (whichever is earlier)
12	Other Terms	As per Sanction Letter

*GST and applicable taxes to be levied

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

Signed and Delivered by (Borrower)	Signed and Delivered by (Co Borrower -1)	Signed and Delivered by (Co Borrower -2)