BUSINESS INSTALMENT LOAN AGREEMENT

LD/BIL DOD/March 2026/ v3

CUSTOMER NAME :_____

LOAN AGREEMENT NO. :_____

LD/BIL DOD/March 2026/ v3
BUSINESS INSTALLMENT LOAN WITH DROPLINE OVERDRAFT FACILITY

THIS MASTER FACILITY AGREEMENT(BUSINESS INSTALLMENT LOAN WITH DROPLINE OVERDRAFT FACILITY) is made and executed and/or deemed to be executed on the date and at the place mentioned in Schedule I annexed hereto between the person(s) named in Schedule I hereof of the **ONE PART.**

AND

IDFC FIRST BANK LIMITED , a company registered under the Companies Act, 2013 and a banking company within the meaning of the Banking Regulation Act, 1949 and having its registered office at KRM Tower, 7th Floor, No.1 Harrington Road, Chetpet, Chennai 600031 and amongst others, a branch at the place specified in ***Schedule I*** hereof (hereinafter referred to as **"the Bank"**, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the **OTHER PART**.

WHEREAS at the request of the Borrower, the Bank has sanctioned/agreed to sanction a business installment loan with drop line overdraft facility(as defined in clause 3) (hereinafter referred to as "Facility" from time to time, Facilities in terms of the Sanction Letter and upon the terms and conditions set out hereunder.

NOW, THEREFORE, in view of the foregoing and in consideration of the mutual covenants and agreements hereinafter set forth, the Borrower and the Bank agree as follows:

1. DEFINITIONS AND CONSTRUCTION

1.1 In this Agreement, unless the context otherwise requires, the following terms wherever used including the recitals shall have the following meanings:

"Account" shall mean the cash credit account or such other account opened/required to be opened by the Borrower with the Bank at the Branch as may be intimated by the Bank to avail the Facilities.

"Agreement" shall mean this master facility agreement and includes the Schedules, as amended from time to time, and forming part of this Agreement.

"Applicable Rate of Interest" shall mean the interest at the rate mentioned in Schedule I hereof payable by the Borrower to the Bank in connection with the relevant Fund Based Facility.

"Affiliate" in relation to the Borrower means any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control of the Borrower;

For the purposes of this definition, the term **"control"** in relation to any Person means the power to direct or cause the direction of the management and policies of that Person, whether through the ability to control the composition of the board of directors (or other applicable body performing a similar function) of that Person or by ownership of share capital, voting rights or otherwise of that Person.

"Assets" shall mean to include all properties, movable, immovable, tangible, intangible or otherwise, investments, cash-flows, revenues, rights, benefits, interests and title of every description, both present and future.

"Available Limits" shall mean the amounts available at any time to the Borrower to be drawn down from the Overall Limits.

"Availability Period" shall mean the period during which the Borrower is entitled to make a Drawdown, as mentioned Schedule I hereof.

“Branch” shall mean any of the branch of the Bank.

“Business Day” shall mean a day other than a public holiday on which the Branch where payment is to be made in relation to the Facilities is open for business.

“Credit Rating Agency” shall mean and refer to the domestic credit rating agencies including credit rating agencies identified and/or recognized by the RBI from time to time.

“Drawdown” shall have the meaning ascribed to it in Section 3(a) of this Agreement.

“Drawing Power” in connection with the relevant Facility shall mean the ability of the Borrower to make drawals from time to time under such Facility up to the amount of the respective Limit but not exceeding the value of the current assets (as may be determined by the Bank, from time to time), if any, provided as Security to the Bank for such Facility less the corresponding Margin or such other amount as may be ascertained by the Bank from time to time at its sole discretion.

“Dues” shall 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.

“Event of Default” shall mean the occurrence of any one or more of the events as set out in Section 12 of this Agreement.

“Facilities” shall mean the business installment loan with drop line overdraft facility (as described in Clause 3).

“Indebtedness” shall mean all amounts due under the Facilities, including all interests, interest tax, Prepayment Charges, costs, expenses and all other amounts whatsoever payable/repayable by the Borrower to the Bank under this Agreement and/or in connection with the Facilities.

“Interest Reset” shall have the meaning ascribed in Schedule I.

“Irregularity” shall mean and includes drawals by the Borrower exceeding the Drawing Power / Limits stipulated from time to time by the Bank against the Facilities and/or non-compliance or breach of the terms and conditions of any authorisation and /or Law and / or this Agreement and / or the other Transaction Documents.

“Law” shall mean and includes all statutes, enactments, acts of legislature, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government, RBI, statutory authority, court, tribunal, board or recognized stock exchange.

“Limits” shall mean the amount up to which the Borrower can Drawdown under the respective Facilities.

“Limit Drop Frequency” shall mean the time period defined as monthly/quarterly/half year or yearly and at the end of each such period within the tenor of the facility the limit of the customer drops by a specified amount as per sanction letter

“Limit Drop Commencement Date” shall mean the date from which the limit of the customer shall start dropping by a value equal to the sanctioned limit divided by the remaining time intervals and each time interval is the limit drop frequency and could be monthly /quarterly/half yearly or yearly as defined in the sanction letter

“Limit Non-Utilization” shall mean that the day end utilized limit is equal to zero for a continuous period of 90 days.

“Margin” shall have the meaning ascribed to it in Section 2(d) of this Agreement.

“Material Adverse Effect” shall mean the consequence of any event or circumstance which in the sole opinion of the Bank is or is likely to be: (i) adverse to the ability of the Borrower or its Affiliates to perform or comply with its obligations under this Agreement and/or the other Transaction Documents; or (ii) prejudicial to the businesses, operations or financial condition, properties, assets or prospects of the Borrower or its Affiliates.

"Overall Limits" shall mean the aggregate of the Limits of the various Facilities as specified Schedule I hereof or as may be increased/decreased by the Bank from time to time at its discretion.

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

"Potential Event of Default" shall mean an event which with the giving of notice (if required under the terms of Transaction Documents), lapse of time, determination of materiality, or fulfilment of any other applicable condition or any combination of the foregoing or otherwise, would constitute an Event of Default.

"Purpose" shall mean the purpose as mentioned in the Schedule I hereof.

"RBI" shall mean the Reserve Bank of India established under the Reserve Bank of India Act, 1934.

"Red Flagged Account" is one where suspicion of fraudulent activity is thrown up by the presence of one or more Early Warning Signals (EWS) indicators (as defined in relevant RBI circulars from time to time), alerting / triggering deeper investigation from potential fraud angle and initiating preventive measures by the banks.

Reset Date shall have meaning ascribed to is in Schedule I

Reset Interest date shall have the meaning ascribed to is in Schedule I

"Sanction Letter" shall mean the sanction letter issued by the Bank to the Borrower in connection with the Facilities and would include any variations and amendments thereto, from time to time by issue of letters in writing by the Bank.

"Schedules" shall mean schedules attached to this Agreement.

"Securities" or **"Security"** shall mean a mortgage, hypothecation, charge, pledge, lien or other security interest securing any obligation of any Person or any other agreement or arrangement having a similar effect in favour the Bank to secure the Facilities as mentioned in Schedule I hereof.

"Security Cover" shall mean the security cover that Borrower is required to maintain in relation to the Facilities as mentioned in Schedule I hereof.

"Transaction Documents" include this Agreement, Schedules, the Sanction Letter and all other agreements, instruments, undertakings, indentures, deeds, writings, guarantees, letters of comfort and other documents (whether financing, security or otherwise) executed or entered into, or to be executed or entered into, by the Borrower or as the case may be, any other Person, in relation, or pertaining, to the transactions contemplated by, or under this Agreement and/or the other Transaction Document, and each such Transaction Document as amended from time to time.

1.2 In this Agreement, unless the contrary intention appears:

(a) A reference to:

an agreement / document / undertaking / deed / instrument / indenture / writing includes all amendments made thereto from time to time as also all schedules, annexures and appendices thereto.

“amendment” includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly.

“authorisation” includes an authorisation, consent, clearance, approval, permission, resolution, licence, exemption, filing and registration.

“encumbrance” includes a mortgage, charge, lien, pledge, hypothecation, any other security interest or any lien or any right of any description whatsoever.

“repayment” includes repaid, repayable, repay.

(b) a reference to a clause, Section or a Schedule of this Agreement shall denote a reference to such clause, Section or Schedule as specified, of this Agreement.

(c) the singular includes the plural (and vice versa).

(d) the index to and the headings in this Agreement are inserted for convenience of reference only and are to be ignored in construing and interpreting this Agreement.

(e) reference to the words “include” or “including” shall be construed without limitation.

(f) reference to a gender shall include references to the female, male and neuter genders.

(g) all approvals, permissions, consents or acceptance required from the Bank for any matter shall require the “prior”, “written” approval, permission, consent or acceptance of the Bank.

(h) the words ‘hereof’, ‘herein’, and ‘hereto’ and words of similar import when used with reference to a specific Section or clause in, or Schedule to, this Agreement shall refer to such Section or clause in, or Schedule to this Agreement, and when used otherwise than in connection with specific Sections, clauses or Schedules, shall refer to this Agreement as a whole.

(i) a reference to a "month" is a reference to a period starting on one day in a calendar month and ending on the date immediately before the numerically corresponding day in the next calendar month, except that if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last day in that calendar month.

(j) the word “drawals”, “draw” and “drawn” shall include disbursements / drawings from time to time under the relevant Facilities and/or issuance of bank guarantees and/or letter of credits and/ or co-acceptance / acceptance of bills by the Bank.

(k) the term “Schedules” includes Schedule for the relevant Facility as attached to this Agreement from time to time.

(l) in the event of any disagreement or dispute between the Bank and the Borrower regarding the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Bank as to the materiality or reasonableness of any of the foregoing shall be final and binding on the Borrower.

(m) (i) all capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them under the relevant Schedule(s); (ii) all capitalised terms used but not specifically defined in a Schedule shall have the respective meanings ascribed to them in the main body of this Agreement or in the other relevant Schedule(s).

(n) The Sanction Letter shall be construed as forming integral part of this Agreement. In case of inconsistency between any provision of this Agreement and the Sanction Letter, to the extent of such inconsistency provisions of the Sanction Letter shall prevail.

(o) In case of any inconsistence between any provision of this Agreement and Schedule of this Agreement, to the extent of such inconsistency provisions of the Schedule shall prevail.

(p) the terms ‘Borrower’ shall include, unless repugnant to the context or meaning thereof, in case being a "company" – their respective successors and permitted assigns; in case of a "partnership firm" or “ limited liability partnership” – their respective partners for the time being in the firm and the survivor or survivors of them and their respective heirs, administrators, legal representatives and permitted assigns; and in case of a "proprietary concern" or an Individual – their respective heirs, administrators, legal representatives and permitted assigns of the proprietor/Individual.

2 AMOUNT AND TERMS OF FACILITY

(a) Subject to the terms and conditions mentioned in this Agreement and Schedules of this Agreement and the Transaction Documents, the Bank may at its sole and absolute discretion grant/extend to the Borrower all or some of the Facilities as may be agreed upon and specified in Schedule I hereof, for sums not exceeding at any one time in the aggregate of the Overall Limit, in the manner contained in this Agreement. The Limits for each of the Facilities are mentioned in Schedule I hereof. The Facilities may be interchangeable, at the discretion of the Bank. All outstanding amounts of interest, commission, discount, exchange, service charges and other costs, charges and monies in respect of the respective Facilities, whether debited to the Account or not, shall also be included in determining the Available Limits. The Bank shall at its sole discretion extend the Facilities or any part thereof from one or more Branches.

(b) The Bank shall be entitled to vary at its discretion or at the request of the Borrower, Limits of the Facilities (i.e. increase / decrease) sanctioned to the Borrower as also the Overall Limit.

(c) The Bank holds the right to increase the interest rates during the loan tenure, in case of deterioration of credit ratings, events of defaults reported in bureau, GST filling related issue, deterioration in the financials or any other similar events.

(d) The Borrower shall, if required, open an Account with the Bank at the Branch.

(e) The Borrower shall at all times maintain the Margin as specified in the ***Schedule I*** hereof. The Bank shall be entitled to, at its sole discretion, vary the Margin(s) both upwards and downwards and the Borrower shall be bound by such a variation.

(f) The Bank at its discretion or basis customer request may stop all further drawdowns and convert the existing facility to a term loan.

(g) The Bank at its discretion may increase/decrease the limit drop commencement date or change the frequency of the drop.

(h) The borrower undertakes to inform the bank that his aggregate banking facilities has gone beyond ₹ 5 Crore. The borrower understands that in such an event the bank will take necessary steps including closure of the facility to ensure compliance with RBI guideline on "Circular on Opening of Current Accounts and CC/OD Accounts by Banks".

(i) The bank shall have right to stipulate any other and further terms and conditions thus it may deem fit at any time prior to or after the grant of the loan, which shall be binding on me/us. All the rights of the bank stipulated herein shall be in addition to the rights, powers and remedies available to Bank under law. The bank shall reserve the right to retain the photographs and documents submitted with this application and will not return the same to me/us. The Bank shall have a right to sell or transfer (by way of assignment, securitization or otherwise) whole or part of the Loan and outstanding amounts under the Loan or any other rights under this Agreement or any other document pursuant hereto to any person in any manner or under such terms and conditions as the Bank may decide in its sole discretion. The Borrower shall not transfer or assign the rights under this Agreement without previous written consent of the Bank. The Borrower hereby accords its consent to the Bank for transfer of the Bank's rights and obligations under this Agreement and other financing documents to any Person at the Bank's sole discretion.

3 DRAWDOWN

(a) Subject to compliance with the terms and conditions of this Agreement and Schedules, the Facilities may be drawn by the Borrower during the Availability Period in one or more tranches (**"Drawdown"**).

(b) During the continuity of the Loan in terms of this Agreement, the Bank may allow the Borrower to operate the Loan Account also as an overdraft account wherein the withdrawal limit reduces at frequnecy defined under Limit Drop Frequency (from the sanctioned limit. This drop can also be configured to start immediately from 1st month or after a specified time period is elapsed post disbursement of the loan. The interest is paid only on the utilized amount and not on the total borrowing limit. Amount can be deposited anytime to reduce the outstanding balance.

(c) Without prejudice to the guidelines prescribed by the Bank for operation of overdraft account which the Borrower acknowledges to have read, explained and understood, the Bank may allow the Borrower to deposit into and withdraw monies from the Loan Account at any point of time and from time to time.Provided that the amount which may be withdrawn from the Loan Account at any given point of time shall be subject to the excess monies deposited by the Borrower into the Loan Account and the interest. Notwithstanding anything to the contrary contained herein, the Borrower recognises and accepts that the Bank may, at any time, without any advance notice to the Borrower shall have a right to cancel withdrawal from the Loan Account.

(d) Notwithstanding the above, EMI/P-EMI shall be serviced by the Borrower on the due dates without having recourse to any excess funds deposited in the Loan Account. Notwithstanding anything to the contrary contained herein, in case of any default in repayment of the Loan by the Borrower, the Bank, without prejudice to its rights under this Agreement, shall have a right to set off the monies/amounts standing to the credit of the Loan Account against the dues of the Borrower without declaring the same as an event of default.

4 INTEREST / OTHER CHARGES ETC.

a. The Borrower shall be liable to pay to the Bank interest on the amounts due on the Fund Based Facilities at Applicable Rate of Interest or as may be intimated by the Bank in writing from time to time.The interest shall be paid by the Borrower at such intervals as may be specified in the Schedule I hereof.

b. The Borrower irrevocably acknowledges and confirms that the occurrence of any conditions, as more specifically mentioned under clause 12 of Schedule I hereto, shall be deemed to require reassessment of initial credit parameters of the Borrower, if applicable on the Fund Bases Facilities, from the date of occurrence of such event or condition, in accordance with the terms of this Agreement.

c. The Applicable Rate of Interest shall be reset on the Reset Date(s) and thereafter the Borrower shall pay to the Bank interest on the Fund Based Facilities at the Reset Interest Rate.

d. The interest rate is subject to variation in consonance with RBI directions, statutory and regulatory requirements, conditions of money market, availability of loanable funds, internal policy of the Bank, etc.

e. The Borrower irrevocably undertakes and agrees with the Bank, that the Bank in its sole discretion shall have a right to revise the Applicable Rate of Interest as the Bank may deem fit and appropriate, in case of any increase / variation in the un-hedged foreign currency exposure of the Borrower.

f. Interest and other charges when debited to the relevant Account by the Bank, shall be calculated on the daily debit balance of such account.

g. The Borrower shall be liable to pay the Bank the Processing Fee, Documentation Charges, Cancellation Charges and other fee/charges as more particularly mentioned in Schedule I /Sanction Letter.

h. The Borrower shall be liable to pay to the Bank Prepayment Charges on the amount prepaid by the Borrower to the Bank.

i. The Borrower shall bear all Taxes in connection with this Agreement and / or the other Transaction Documents. In the event of the Borrower failing to pay the monies referred to above, the Bank shall be at liberty (but shall not be obliged) to pay the same. The Borrower shall reimburse all sums paid by the Bank in accordance with the provisions contained herein. All payments by the Borrower under this Agreement and/or the other Transaction Documents shall be made free and clear of and without any deduction of any Tax, except to the extent that the Borrower is required by Law. Provided that, if any Taxes is/are required to be deducted by the Borrower, the same shall be paid by the Borrower and the Borrower shall, within the time frame prescribed under the Law deliver to the Bank satisfactory evidence that the tax has been deducted at source and duly remitted to the government authority.

j. All payments by the Borrower under this Agreement and/or the other Transaction Documents shall be made free and clear of and without any deduction of tax or levy, except to the extent that the Borrower is required by Law to make payment subject to any tax deduction at source under the Law. Provided that, all taxes required by Law to be deducted by the Borrower from any amounts paid or payable under this Agreement and/or the other Transaction Documents including but not limited to interest, discount, service and other charges, any fees, shall be paid by the Borrower and the Borrower shall, within the statutory time frame prescribed under the Law or 7 days of the payment being made, whichever is later, deliver to the Bank satisfactory evidence in accordance with the prevailing tax laws as may be amended from time to time, that the tax has been deducted at source and duly remitted to the appropriate authority.

k. Where interest is charged by the Bank at a concessional rate(s) towards any Facilities under the subsidy scheme or any other scheme(s) formulated by the government and/or RBI and/or any other authority from time to time, the Borrower agrees, declares, confirms and affirms that in the event of the withdrawal, modification and/or variation of such scheme(s), the concessional rate or rates of interest shall stand withdrawn and the normal rate(s) of interest of the Bank applicable at the material time to such Facilities shall become effective and the Bank shall become entitled to charge the Borrower such rate(s) of interest and the Borrower shall pay to the Bank on demand the difference between such concessional rate(s) and the normal rate(s) of interest of the Bank applicable at the material time to such Facilities and such difference shall become due and payable by the Borrower to the Bank from the date the withdrawal, modification and/or variation of such Scheme(s) becomes effective.

l. The normal rate of interest would be prescribed by the Bank from time to time. The Bank shall also be entitled to charge at its own discretion such enhanced rates of interest on the account(s) either on the entire outstanding or on a portion thereof as it may fix for any Irregularity and for such period as the Irregularity continues or for such time as the Bank deems it necessary regard being had to the nature of

the Irregularity and the charging of such enhanced rate of interest shall be without prejudice to the Bank's other rights and remedies.

m. The Borrower acknowledges and agrees that the rates of interest payable by it under the provisions of this Agreement are reasonable and that they represent genuine pre-estimates of the loss expected to be incurred by the Bank in the event of non-payment of any monies by the Borrower.

n. Borrower is aware that penal charges means charges which the Bank shall impose for delay in payments by the Borrower. Said charges shall be over and above the applicable charges and interest rates as specified in the Schedule of Charges/Key Fact Statement and the same may be amended from time to time by the Bank. It is further specified that penal charges as set out in the schedule are without prejudice to the Bank's right to recall the entire loan or to initiate any recovery action.

5 COMPUTATION OF INTEREST AND OTHER CHARGES

a. Interest, commission, discount and all other charges shall accrue from day to day and shall be computed on the basis of 365 days a year and the actual number of days elapsed.

b. The interest on Indebtedness will be charged to the respective Account, unless specified otherwise, on a monthly basis (and in case of closure of individual Facility account on the day of such closure) and payable by the Borrower.

c. The unpaid interest amounts, if any, shall be compounded with Indebtedness as per the Bank's standard practice in force from time to time.

d. Borrower shall be liable to pay the Interest on outstanding loan balance for the duration it remains outstanding. Further, such Interest calculation shall commence from the actual date of disbursement of the said loan. In the event of disbursement through cheque, Interest shall be calculated from the date of handover of the cheque.

6 REPAYMENT

a. In the event, any Facilities are granted on revolving basis then the Borrower shall be entitled, subject to Availability Period, cooling period, if any, Available Limits, no Event of Default or Potential Event of Default having occurred and at the discretion of the Bank, to redraw any amount so repaid. Such redrawn amount shall be repaid in the manner as mentioned in the Schedule I hereof.

b. The Bank may, in its discretion and subject to no Event of Default or Potential Event of Default having occurred and at the request of the Borrower, rollover/extend/continue the Facility or any part thereof for such period and in such event all terms as applicable for such Facility shall mutatis mutandis apply for the rollover/extended portion of the Facility.

c. The Borrower understands, acknowledges and agrees that the Facilities are uncommitted facilities, are recallable by IDFC Bank on demand and may be cancelled and repudiated in part or in entirely by IDFC Bank at any time without notice and without giving any reason. Sanction or part disbursal of the facility should not be construed as giving rise to binding obligations on the part of IDFC FIRST Bank to provide the facility mentioned aforesaid. The Facility mentioned aforesaid will be available solely at IDFC FIRST Bank's discretion and IDFC FIRST Bank will not be liable for any action taken by the borrower on the basis of this sanctioned facility.

d. If the Due Date in respect of any amounts payable under the Facilities falls on a day which is not a Business Day at the place where the payment is to be made, the immediately preceding Business Day shall be the Due Date for such payment.

e. The Borrower shall reimburse all sums paid and/or expenses incurred by the Bank (including by or on behalf of their representatives / consultants / appraiser) in relation to the Facilities immediately. All such sums shall carry interest from the date of payment till such reimbursement at the Applicable Rate of Interest and the Borrower hereby authorizes the Bank to debit any of its account for the aforesaid charged together with interest.

f. The Borrower agrees, declares and confirms that, notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other Law, or any terms and conditions to the contrary contained herein, the Bank may, at its absolute discretion, appropriate any payments made by the Borrower under this Agreement or otherwise, towards the dues payable by the Borrower to the Bank under this Agreement and/or other agreements entered into between the Borrower and the Bank and in any manner whatsoever.

g. Borrower agrees that if he/ she avails any loan from the Bank then the PDC/SI/ ECS/NACH/UPI mandates issued under the said loan shall continue and remain in force till such time all other dues under the Loan Agreement and in respect of all other loan/facility obtained/to be obtained by the Borrower from the Bank/group companies are fully discharged and the Bank and/or its affiliates issue a certificate of discharge. The PDC/SI/ECS/NACH/UPI mandate issued under any Loan Agreement and the liability of the Borrower shall not be affected impaired or discharged. The Borrower covenants that the PDC/SI/ECS/NACH/UPI provided by the Borrower shall remain valid for the balance due to the Bank, or any other financial benefits obtained by the Borrower from any of the affiliates of the Bank.

h. Unless otherwise stipulated in Schedule I hereof, all monies payable by the Borrower to the Bank in such mode and manner as the Bank may notify to the Borrower from time to time so as to enable the Bank to realize, at par, the amount on or before the respective Due Date. Credit for all payments by cheque/bank draft will be given only on realization or on the relative Due Date, whichever is later.

i. Unless otherwise agreed and specified in the Schedule I hereof, the Borrower shall not, without the approval of the Bank (which approval may be given subject to such terms and conditions as may be stipulated by the Bank including payment of premium and/or any other charges, plus applicable interest tax or other statutory levy), prepay the outstanding principal amounts of the Fund Based Facilities in full or in part, before the Due Dates.

j. Overdue shall 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.

k. Non-Performing Asset (NPA) - is a loan or an advance where interest and /or instalment of principal remains overdue for a period of more that 90 days in respect of a term loan.

   i. the account remains ‘out of order’ as indicated below in respect of an Overdraft/Cash credit (OD/CC).

   ii. the bill remains overdue for a period of more than 90 days in the case of bills purchased and discounted.

   iii. the instalment of principal or interest thereon remains overdue for two crop seasons for short duration crops.

   iv. the installment of principal or interest thereon remains overdue for one crop season for long duration crops.

l. “First In First Out” (FIFO) - The relevance of ‘First in First Out’(FIFO) is 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 payoff 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 payoff the partial due of 01.02.2021(Rs X- Rs Y). If there is more recovery that 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.

m. **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 1st February 2021 remain unpaid till 01.03.2021, the age of the oldest dues is reckoned as 29 days on 02.03.2021.

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

o. **Out of Order –**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 that 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 /non payment 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 on	SMA since Date /SMA class date	Categorisation	NPA Date
01.01.2022	01.01.2022	Entire dues upto 01.01.2022		NIL			
01.02.2022	01.02.2022	Partly paid dues of 01.02.2022	1	SMA-O	01.02.2022		
01.02.2022	02.02.2022	Partly paid dues of 01.02.2022	2	SMA-O	01.02.2022		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		
		Dues of 01.02.2022 fully paid. Due for 01.03.2022 not paid at EOD 01.03.2022	1	SMA-O	01.03.2022		
		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		
		Dues of 01.02.2022 fully paid. Due for 01.03.2022 not fully paid at EOD 01.03.2022	1	SMA-O	01.03.2022		
01.04.2022		No payment of dues of 01.02.2022, 01.03.2022 and amount due on 01.04.2022 at EOD 01.04.2022	60	SMA 1	01.02.2022 03.03.2022		
		No payment of dues of 01.02.2022 till 01.04.2022 at EOD 02.04.2022	61	SMA 2	01.02.2022/ 02.04.2022		
01.05.2022		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 02.05.2022	90	SMA 2	01.02.2022 02.04.2022		

		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 02.05.2022	91	NPA		NPA	02.05.2022
01.06.2022	01.06.2022	Fully paid dues 01.02.2022 at EOD 01.06.2022	93	NPA	NA		02.05.2022
01.07.2022	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	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				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			STD from 01.10.2022

Note- Examples are illustrative and not exhaustive in nature covering common scenarios and that the IRACP norms and Clarifications provided by RBI on the subject will prevail.

p. **Amortization Schedule/Repayment Schedule -** The Amortization Schedule shall be provided separately after the disbursement of loan and shall consist details pertaining to exact due dates for repayment of loan, breakup between principal and interest, in case of loan facilities with moratorium on payment of principal and or interest, the exact date of commencement of repayment etc., shall also be specified in the said amortization schedule.

7 SECURITY

a. The Borrower shall furnish the Security as more particularly detailed in the Sanction Letter and in such form and manner to the satisfaction of the Bank for securing the repayment of the Facilities together with all interests, costs, charges and expenses and all other monies whatsoever due and payable by the Borrower to the Bank under this Agreement.

b. The Borrower will, from time to time at the request of the Bank do all such acts and/or execute all such documents as the Bank may consider necessary for creating and perfecting the Security in favour of the Bank.

c. Without prejudice to the provisions contained hereinabove, the Borrower agrees and undertakes to create / cause to create in favour of the Bank such additional security as the Bank may require, from time to time, in the event of:

i. the market value of the security furnished to the Bank falling below the Security Cover; and/or

ii. the destruction, depreciation or fall in value of any security available to or the title of any security available to the Bank being unclear, unmarketable or encumbered in the opinion of the Bank; and/or

iii. deterioration of credit worthiness of the Borrower/ guarantor(s)/ security providers in the sole opinion of the Bank.

For the purpose of this clause, deterioration in the credit worthiness shall mean and include without limitation, the following events:

1. downgrade of the rating of the Borrower/ guarantor by a Credit Rating Agency or as per internal credit assessment made by the Bank;

2. inclusion of the Borrower/ guarantor and/or any of its directors in the RBI willful defaulters list;

3. closure of a significant portion of the Borrower's / guarantor's operating capacity;

4. decline in the profit after tax of the Borrower/ guarantor by more than fifteen percent;

5. any adverse comment from the auditor of the Borrower/ guarantor; and

6. any other reason/ event in the opinion of the Bank constituting or which may constitute deterioration in the creditworthiness.

d. In respect of letters of Non-Fund Based facilities, the Borrower shall deposit sufficient cash or other security as may be acceptable to the Bank as cash Margin as stipulated in the Schedule I hereof or as may be stipulated, from time to time, by the Bank.

e. The Bank shall be entitled to and shall at its sole and absolute discretion change the Security Cover applicable to the Security and the Borrower shall be bound by it notwithstanding any Security Cover earlier agreed to by the Bank.

f. The Security given pursuant to this Agreement or under any document in terms of this Agreement otherwise or at any time in future shall be and remain a continuing security to the Bank and accordingly shall:

i. not be discharged by any intermediate payment by the Borrower or any settlement of accounts between the Borrower and the Bank;

ii. be in addition to and not in substitution for or derogation of any other security which the Bank may at any time hold in respect of the Indebtedness/Borrower's obligations hereunder; and

iii. be a Security for all amounts due and payable by the Borrower whether under this Agreement.

g. The Security created and warranties and undertakings given herein and/or the Security documents executed in favour of the Bank for the Facilities shall operate as continuing security and/or warranties and/or undertakings for Indebtedness and liabilities under the Facilities and any other dues to the Bank and will operate as Security for the ultimate balance or aggregate balance with interest thereon and costs charges and expenses if any.

8. REPRESENTATIONS AND WARRANTIES

a. The Borrower hereby represents, warrants, assures and confirms that:

i. the Borrower is validly existing under the laws of India and is in compliance with all Laws affecting its business and operations.

ii. the Borrower has the power and authority to execute, deliver and perform the terms and provisions of this Agreement/Transaction Documents and has taken all the necessary action required to authorize the execution, delivery and performance of this Agreement/Transaction Documents and upon execution, this Agreement/Transaction Documents will constitute legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms.

iii. all accounts and financial statements furnished by the Borrower to the Bank have been prepared in accordance with accounting standards and practices in force in India consistently applied during the respective periods (except as stated in the published financial statements) and present true and fair financial position of the Borrower.

iv. the entry, delivery and performance of this Agreement do not conflict with any Law, the Borrower's constitutional documents, any other documents which are binding upon the Borrower or any of its Assets.

v. none of the Borrower and its subsidiaries, Affiliates, promoters, directors, partners, proprietor, karta (including other HUF members) and trustee (as applicable) are in default or been included in any list of defaulters or have committed breach of any agreement with any person who has provided loans or deposits or advances or guarantees or other financial facilities to the Borrower or any regulatory or statutory authority.

vi. there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending against the Borrower and/or its promoters, directors, partners, proprietor, trustees, and karta (including other HUF members) (as applicable) in management of the Borrower or any of its Assets which individually or in the aggregate would, if adversely determined, have a Material Adverse Effect; The Borrower is not subject to any order, judgement or decree of any court, tribunals, boards, or any governmental department or authority which relates in any manner to this Agreement or the transactions contemplated hereby or thereby or which has or may have a Material Adverse Effect.

vii. there are no claims presently existing or anticipated including but not limited to claims arising out of provident fund or labour dues, income/corporate or other taxes, duties, levies or cesses, royalties, license fees, lease rentals, interest, costs, penal levies, damages, claims, penalties etc. (whether present, future or contingent) which have not been expressly disclosed.

viii. the following events have not occurred and no notice has been served with respect to:

1. an application to a court for an order that the Borrower be wound up, that a liquidator, receiver or custodian be appointed for the Borrower or any of its Assets or that the Borrower be placed in bankruptcy; and

2. the passing of a resolution for the winding up of the Borrower or any proposal or apprehension for passing such resolution, a scheme of arrangement, amalgamation or reconstruction or dissolution or reconstitution of the Borrower, or arrangement or composition with, or assignment for the benefit of, all or a class of creditors, or the taking of any action to seize, attach, take possession of or appoint a custodian, receiver, liquidator or manager in respect of the Borrower or any Asset of the Borrower.

ix. all taxes due and payable by the Borrower have been paid, and all tax returns and reports required to be filed by the Borrower have been timely and correctly filed. There are no claims now pending or matters under dispute with any tax authority in respect of any taxes, save and except such matters and claims disclosed to the Bank in writing.

x. the information furnished by the Borrower to the Bank in connection with or for obtaining the Facilities is true, complete and correct and not misleading in any material respect.

xi. all consents and waivers of the shareholders (if the Borrower is a company) of the Borrower, statutory authorities and other third parties that are required in connection with the execution and delivery of this Agreement and the consummation of the transaction contemplated hereby (including, without limitation, any consents required from the banks of the Borrower) has been/shall be duly obtained and effective.

xii. the Borrower, its business and the purposes for which the Facilities is to be utilised are in compliance with and are not in default or violation in respect of any Laws.

xiii. neither the Borrower, nor any Person acting on its behalf, has been engaged in (i) corrupt practices, fraudulent practices, collusive practices or coercive practices in connection with the Borrower's business and operations, (ii) money laundering or acted in breach of any Laws relating to money laundering; or (iii) the financing of terrorism.

xiv. the Borrower has not committed any breach under any agreement entered into with any person for availing any finance facility and neither the Borrower nor its partners/directors/trustee/karta are facing any litigation initiated by another financier including banks.

xv. all Security created/ to be created by the Borrower or arranged by the Borrower are free from encumbrance except, such charge, lien or encumbrance as intimated in writing to the Bank.

xvi. the Facilities are not being availed for any activities relating to producing or consuming Ozone Depleting Substances, in terms of Montreal Protocol to which government of India is a part.

xvii. except to the extent disclosed to the Bank : (i) all the Borrower's contracts or agreements with, or any commitments to, any Affiliates or group companies (if applicable) are on arms' length basis; (ii) (a) where the Borrower is an individual, he/she is not a director or specified near relation of a director of a banking company; (b) where the Borrower is a partnership firm/HUF, none of the partners or members of the HUF is a director or specified near relation of a director of a banking company; and (c) where the Borrower is a joint stock company, none of its directors, is a director or specified near relation of a director of a banking company; (iii)(a) where the Borrower is an individual, that he/she is not a specified near relation to any senior officer of the Bank, (b) where the Borrower is a partnership firm/ HUF, none of the partners or members of the HUF, is a specified near relation of any senior officer of the Bank, and (c) where the Borrower is a joint stock company, none of its directors, is a specified near relation of any senior officer of the Bank.

xviii. that neither the Borrower nor any other person benefiting in any capacity in connection with or from this Agreement and/or any instruments and/or payments thereunder is a Specially Designated National (SDN) and/or otherwise sanctioned, under the sanctions promulgated/issued by the United States (including its Office of Foreign Assets Control's (OFAC)), India (by RBI or any other regulatory authority), United Nations, European Union, the jurisdiction of the Facility Office and/or any other country from time to time(collectively, the **"Sanctions"**). This representation will continue to remain valid till the repayment of all amounts under this Agreement and conclusion of the underlying transaction pursuant to the Transaction Documents.

b. All representations and warranties of the Borrower contained herein shall survive the execution, delivery and/or termination of this Agreement and until the Indebtedness has been repaid in full.

c. The Borrower will be deemed to have renewed each of these representation and warranties every time it avails of Facilities under this Agreement.

9. Related Party Transactions

a. Borrower represents and warrants that except to the extent disclosed to the Bank:

i. all the contracts or agreements with, or any commitments entered into by the Borrower with any Affiliates or group companies (if applicable) have been undertaken on an arms' length basis;

ii. No directors, managers, trustee, partners, key managerial personnel, promoters, employee, guarantors or holder of substantial interest of the Borrower, its subsidiaries, holding company, JVs or affiliates, nor any of their respective relatives constitutes a related party, a reciprocally related person or a related person or holder of Substantial Interest in relation to IDFC FIRST Bank Limited ("Bank"), as defined under Reserve Bank of India (Commercial Banks – Credit Risk Management) Directions, 2025 read with the Amendment Directions, 2026, as amended from time to time ("RBI Credit Risk Management Directions"), and none of the aforesaid persons has entered into or participated in any reciprocal lending or quidproquo arrangement with the Bank in contravention of the said RBI Credit Risk Management Directions.

iii. No directors, managers, key managerial personnel, promoters, guarantor, partner, person holding Substantial Interest in the Borrower, its subsidiaries, holding company, JVs or affiliates nor any of their relatives is a specified employee or relative of any specified employee of IDFC FIRST Bank. The term "specified employees" for the purpose of this Clause shall means all employees of a bank who are positioned up to two levels below the board of such bank and any employee designated as such as per the Bank's policy.

b. The Borrower covenants and undertakes that, for so long as the Facilities or any part thereof remain outstanding and until full and final payment of all amounts owing under the Finance Documents, the Borrower shall: promptly notify the Bank in writing of any change, variation or inaccuracy in the representations set out above; and provide such information and documents as the Bank may reasonably require from time to time for the purpose of monitoring compliance with the Reserve Bank of India (Commercial Banks – Credit Risk Management) Directions, 2025 read with the Amendment Directions, 2026, as amended from time to time (the "Credit Risk Management Directions").

c. The Borrower further agrees and acknowledges that, upon the occurrence of any change in the above representations, the Lender shall have the unfettered right, without prejudice to any other rights available under the Finance Documents or applicable law, to take such actions in line with the Credit Risk Management Directions and internal policy of the Bank.

The terms "Substantial Interest" shall have the meaning as prescribed under the Banking Regulation Act, 1949.

10. CONDITIONS PRECEDENT TO DISBURSEMENT

The Bank shall not be obliged to disburse the Facilities unless and until, the Borrower shall have complied with the disbursement conditions stipulated in the Sanction Letter and/or such other conditions as may be stipulated by the Bank from time to time.

11. COVENANTS AND UNDERTAKINGS OF THE BORROWER

The Borrower undertakes and covenants with the Bank, as far as applicable to it, as under:

a. **Positive Covenants**

The Borrower covenants and undertakes that, so long as the Facilities or any part thereof are outstanding, and until the full and final payment of all money owing hereunder, it will, unless the Bank waives compliance in writing:

i. Utilise the Facilities only for the Purpose.

ii. Repay the Facilities, interest, commission thereon and all monies owing to the Bank hereunder, according to the terms hereof.

iii. Conduct business in compliance with all Laws, regulations, authorizations, licenses and consents.

iv. Notify the Bank of the occurrence of any event or the existence of any circumstances which constitutes or results in any declarations, representations, warranty, covenants or condition under this Agreement and/or the other Transaction Documents being or becoming untrue or incorrect in any respect.

v. Promptly inform the Bank of any litigation, arbitration or other proceedings, which have a Material Adverse Effect, within a period of two Business Days upon the same being instituted or threatened by any person whatsoever.

vi. Maintain insurances on and in relation to its business and Assets with an insurance company(ies) against such risks and to such extent as is usual and appropriately prudent for Persons carrying on the business such as that carried on by the Borrower.

vii. Deliver to the Bank: (a) copies of all documents issued by the Borrower to all its creditors (or any general class of them) at the same time as they are issued; (b) such statements / information / accounts / records / reports / documents, financial or otherwise or as may be required by the Bank from time to time in relation to the Facilities, the Borrower's business and operations, Assets etc. within the period specified by the Bank (c) a certificate from the auditor of the Borrower or independent chartered accountant that the proceeds of the Facility(ies) has been utilized for the Purpose as and when demanded by the Bank; (d) stock and book debt statement at such intervals as may be required by the Bank, from time to time.

viii. Deliver to the Bank in form and detail satisfactory to the Bank and in such number of copies as the Bank may request:

1. unaudited semi-annual profit and loss statements and balance sheets, within sixty days, or such other period as reasonably required by the Bank, of the close of each semi-annual period;

2. independently audited annual accounts within six months, or such other period as reasonably required by the Bank, of the close of each financial year; and

3. such other statement or statements or information pertaining to the operations of the Borrower as the Bank may reasonably require, within such period as required by the Bank.

ix. Perform, on request of the Bank and at the expense of the Borrower, such acts as may be necessary to carry out the intent of this Agreement including but not limited to executing and delivering such further agreements, undertaking, declarations, assurances and writings; or providing additional Security as the Bank may from time to time require in relation to the Facilities.

x. Promptly inform the Bank of any distress or other process of court being taken against any of the Borrower's premises and/or property and/or Assets.

xi. Notify the Bank of any material loss or damage which the Borrower may suffer due to any event, circumstance or act of God. Further, the Borrower agrees to intimate the Bank from time to time, details of insurance claims lodged/ filed and received by the Borrower.

xii. The Borrower shall file all relevant tax returns and pay all its taxes/duties promptly when due.

xiii. The Borrower shall comply with such other conditions as may be stipulated by the Bank from time to time on account of requirement of any Law.

xiv. The Borrower shall in respect of goods, movables (including movable plant and machinery) and other assets stored and held in godown owned or hired by or let to the Borrower, provide the

Bank and its respective agents and nominees with an unimpaired access to the godowns at all times and where the godowns are hired by or let to the Borrower, the Borrower shall furnish to the Bank a letter from the landlords/owners consent to continue such unimpaired access to the godowns to the Bank and its respective agents and nominees and also declaring that notwithstanding any claim for any unpaid rent the landlords/owners acknowledge the prior claim of the Bank on all the goods, movables and other assets stored and held therein and hypothecated, pledged or otherwise charged to the Bank and that the Bank, its respective agents and nominees shall have the right to remove the goods, movables and other assets so stored and held in the godowns whenever desired by the Bank.

xv. The Borrower shall submit to the Bank, the information etc. as envisaged under RBI circular No. DBOD.No.BP.BC.94 /08.12.001/2008-09 dated 8th December 2008, as amended from time to time.

xvi. The Borrower shall submit to the Bank information regarding its Un-hedged Foreign Currency Exposure (UFCE) in such form and manner and at such intervals as may be required by the Bank from time to time.

xvii. The Borrower shall ensure all Asset that are material to the conduct of its business as presently conducted or as proposed to be conducted are in good operating condition and repair, subject to ordinary wear and tear. The Borrower's inventory is in good and marketable condition, does not and will not include any material quantity of items which are obsolete or damaged and is saleable in the normal course of the Borrower's business as currently conducted.

xviii. The Borrower shall not, except as may be required in the ordinary course of the business of the Borrower, hereafter, lease, rent or sell or exchange or create encumbrance of any kind upon or over its Assets (including uncalled share capital or any part thereof) without the prior written consent of the Bank nor suffer any such encumbrance to affect the same or any part thereof nor do or allow anything to be done that may prejudice the Security created in favour of the Bank.

xix. The Borrower shall ensure that the transactions entered into pursuant to the Transaction Documents do not violate any Sanctions, directly or through persons or entities subject to any Sanctions, which may pertain inter alia, to the purpose and/or end use of the Facility, goods manufactured in or originated from/through certain countries, shipment from/to/using certain countries, ports, vessels, liners and/or due to involvement of certain persons and entities.

xx. The Borrower shall upon demand pay to or reimburse the Bank in full:

1. The legal costs of the preparation of Transaction Document, creation of security etc;

2. All costs, expenses and fees relating to the periodic valuation, title search, ROC filing, site visit, inspection, insurance and protection/preservation in any other manner of the security tendered to the Bank; and

3. All costs (including legal fees) incurred by the Bank in preserving perfecting or enforcing any of its rights under or in respect of Transaction Documents, or any present or future security and other documents.

b. **Financial Covenants**

The Borrower covenants and undertakes that, so long as the Facilities or any part thereof are outstanding, and until full and final payment of all moneys owing hereunder, the Borrower shall ensure that financial covenants as mentioned in Schedule I hereto or as stipulated by the Bank from time to time shall be complied with.

c. **Negative Covenants**

The Borrower covenants and undertakes that, so long as the Facilities or any part thereof are outstanding, and until full and final payment of all moneys owing hereunder, the Borrower shall not, without the prior written consent of the Bank having been obtained:

i. Amend or modify its constitutional documents, if any.

ii. Contract, create, incur, assume or suffer to exist any indebtedness (*whether incurred as principal or as surety, whether present or future, actual or contingent*) or avail of any credit facilities or accommodation from any bank(s) or financial institution(s) or any person, firm or company in any manner (other than the bank(s) at present providing working capital facilities to the Borrower and as disclosed to the Bank), except as otherwise permitted under this Agreement.

iii. Undertake or permit any merger, de-merger, consolidation, reorganization, dissolution or reconstitution scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction or dissolution or reconstitution including creation of any subsidiary or permit any company to become its subsidiary.

iv. Not to change the composition of the partners in case the Borrower's is a partnership firm.

v. Create or permit to subsist any encumbrance or any type of preferential arrangement (including retention arrangements or escrow arrangements having the effect of granting security), in any form whatsoever on any of its Assets which constitute Securities, or (whether voluntarily or involuntarily) sell, transfer, grant lease or otherwise dispose of or deal with (or agree to do any of the foregoing at any future time), any of the Assets which constitute Securities for the Facility except as may be required in the ordinary course of the business of the Borrower.

vi. Declare or pay any dividend or authorize or make any distribution to its shareholders / members / partners or permit withdrawal of amounts brought in: (a) unless it has paid all the dues in respect of the Facilities up to the date on which the dividend is proposed to be declared or paid / such distribution is to be made, or has made therefore satisfactory to the Bank, or (b) if an Event of Default has occurred and is subsisting or would occur as a result of such declaration or payment of dividend or authorization or making of distribution.

vii. Prepay any indebtedness incurred by the Borrower.

viii. Pay any commission to its promoters, directors, managers, partners or other persons for furnishing guarantees, counter guarantees or indemnities or for undertaking any other liability in connection with any incurred by the Borrower or in connection with any other obligation undertaken for or by the Borrower.

ix. Make any investments whether by way of deposits, loans, or investments in share capital or otherwise, in any concern or provide any credit or give any guarantee or similar assurance. This provision shall not apply to loans and advances granted in the ordinary course of business.

x. Change the accounting method or policies currently followed by the Borrower unless expressly required by Law.

xi. Engage in any business or activities other than those which the Borrower is currently engaged in, either alone or in partnership or joint venture with any other person, nor acquire any ownership interest in any other entity or person or enter into any profit-sharing or royalty agreement or other similar arrangement whereby the Borrower's income or profits are, or might be, shared with any other entity or person, or enter into any management contract or similar arrangement whereby its business or operations are managed by any other person.

xii. In the event the Borrower is a body corporate excluding co-operative society, recognize or register any transfer of shares in the Borrower's capital made or to be made by the promoters and their associates except as may be permitted by the Bank.

xiii. In the event the Borrower is a body corporate excluding co-operative society, (i) buy back, cancel, retire, reduce, redeem, re-purchase, purchase or otherwise acquire any of its share capital now or hereafter outstanding, or set aside any funds for the foregoing purposes, or (ii) except as otherwise provided in this Agreement, issue any further share capital whether on a preferential basis or otherwise or change its capital structure in any manner whatsoever (iii) delist its shares.

xiv. The Borrower shall not file any application for seeking immunity under any Law without obtaining prior written consent of the Bank.

xv. The Borrower shall not induct on its board or analogous body a person, who has been identified as "Willful Defaulter" as per definition given as per RBI directions/guidelines as director on the board of Borrower. If any director who is willful defaulter as per definition above referred is on the board of the Borrower or analogous body or becomes so while being director on the board of the Borrower or analogous body, the Borrower undertakes to get him removed from the board of the Borrower.

xvi. Grant any loans, extend any credit to or for benefit of a person other than itself or assume, guarantee, endorse or in any manner become directly or contingently liable for or in connection with the obligation of any person other than itself.

12. RECORDS AND INSPECTION

The Borrower shall keep and maintain in accordance with good business practice and Laws, all statutory books, books of accounts, bank statements / pass books and other records of the Borrower and in particular, maintain records showing the operations and financial conditions of the Borrower and at all times, such records shall be open for inspection by the Bank and /or their authorised representatives and the Borrower shall if so required by the Bank, furnish to the Bank at such intervals as the Bank may request a schedule or copy of all the entries which shall have been made in the said registers. The registers shall clearly indicate which of the Assets have been hypothecated / mortgaged / pledged or otherwise charged to the Bank or to any other person/entity.

13. EVENT OF DEFAULT:

13.1. The Bank may by a written notice to the Borrower, declare all sums outstanding under the Loan (including the principal, interest, charges, expenses) to become due and payable forthwith, increase the rate of interest and enforce the Security upon the occurrence (in the sole decision of the Bank) of any one or more of the following:

1. The Borrower fails to pay to the Bank any amount when due and payable under these Terms and Conditions.

2. If the Borrower fails to submit the requisite number of PDCs/undated cheques/standard instructions/NACH/UPI mandate or if any of the PDC undated cheques/standard instructions/NACH/UPI mandates dishonoured.

3. The Borrower fails to pay to any person other than the Bank any amount when due and payable or any person other than the Bank demands repayment of the Loan or dues or liability of the Borrower to such person ahead of its repayment terms as previously agreed between such person and the Borrower.

4. The Borrower defaults in performing any of his obligations under these Terms and Conditions or breaches any of the terms or conditions of these Terms and Conditions or any other security documents, undertakings etc. executed in favour of the Bank.

5. The Borrower opts to resign or retires from the employment prior to the age of superannuation or is discharged or removed from employment / service before such date for any reason whatsoever.

6. The death, insolvency, failure in business, commission of an act of bankruptcy or winding-up, general assignment for the benefit of creditors, if the Borrower suspends payment to any creditors or threatens to do so, filing of any petition in bankruptcy by or against the Borrower.

7. In case of the property/asset being held jointly, if a civil or criminal litigation is initiated by the one of the owners of the property/asset against the other owner of the property/asset including but not limited to initiation of divorce proceedings between the owners of the property/asset.

8. Any of the information provided by the Borrower to avail the Loan or any of his representations, warranties etc. herein being found to be or becoming incorrect or untrue.

9. Any person other than the Bank commencing proceedings to declare the Borrower insolvent or if the Borrower shall become bankrupt or insolvent or commit act of insolvency.

10. If the Borrower fails to create the security as provided herein including but not limited to failure to submit the original documentation related to the property or if the property is destroyed, sold, disposed of, charged, encumbered, alienated, attached or restrained in any manner or if the value of the property or any security created or tendered by the Borrower, in the sole discretion and decision of the Bank, depreciates entitling the Bank to call for further security and the Borrower fails to give additional security.

11. An event of default howsoever described (or any event which with the giving of notice, lapse of time, determination of materiality or fulfillment of any other applicable condition or any combination of the foregoing would constitute an event of default) occurs under any other agreement or document relating to any indebtedness of the Borrower with the Bank or if, any other lenders of the Borrower including financial institutions or banks with whom the Borrower has entered into agreements for financial assistance or any part thereof.

12. Any other event, which in the Bank's sole opinion is likely to have materially adverse effect on the ability of the Borrower to make payments under these Terms and Conditions. The decision of the Bank as to whether or not an event of default has occurred shall be final and binding upon the Borrower.

13. If any consent, authorisation, approval or license of or registration with or declaration to governmental or public registration with or declaration to governmental or public bodies or

authorities required by the Borrower in connection with the execution, delivery, validity, enforceability or admissibility in evidence of these Terms and Conditions or the performance by the Borrower of its obligations hereunder is modified in a manner unacceptable to the Bank or is not granted or revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect.

14. If the Borrower fails to adhere and/or breaches any applicable laws, regulations in connection with this Agreement.

15. Any other event likely to have materially adverse effect on the ability of the Borrower to make payments under this Agreement. "Material Adverse Effect" shall mean the consequence of any event or circumstance which in the sole opinion of the Bank is or is likely to be: (i) adverse to the ability of the Borrower or its Affiliates to perform or comply with its obligations under this Agreement and/or the other Transaction Documents; or (ii) prejudicial to the businesses, operations or financial condition, properties, assets or prospects of the Borrower or its Affiliates.

13.2. In the event of any default as mentioned in Clause 13.1 above the Bank shall have the right to:

a. to communicate in any manner, it may deem fit, to or with any person or persons including guarantors, person giving reference to loan, with a view to procure assistance of such person or persons in recovering the defaulted amounts including but not limited to visiting the property and/or any place of work of the Borrower.

b. Cancel/Suspend/Withdraw/Recall the entire Loan and/or tranches and declare all monies outstanding under this Agreement to be due and immediately payable;

c. Take possession of the Security so created whether by itself or through any of the recovery agents or attorneys as may be appointed by the Bank and alienate sell, transfer the same.

d. To communicate in any manner it may deem fit, to or with any person or persons including guarantors, person giving reference to loan, with a view to procure assistance of such person or persons in recovering the defaulted amounts including but not limited to visiting the Property and/or any place of work of the Borrower.

e. Take any other action as it may deem fit for recovery of its dues and enforcement of the Securities.

f. The Bank shall be entitled to take possession of the Property, irrespective of whether the Loan has been recalled whenever in the opinion of the Bank, there is an apprehension of any money not being paid or the Security being jeopardised.

g. In addition to the rights and remedies the Bank may have under this Agreement, the Bank shall be irrevocably entitled and authorised to require the employer of the Borrower to make deductions from the salary/wages payable by the employer to the Borrower and remit the same to the Bank until the entire outstanding dues of the Borrower under this Agreement are completely discharged. The Borrower undertakes and agrees not to raise any objection to such deductions.

h. The Bank shall initiate any other proceeding of any nature as deemed necessary.

14. Classification of Account as Red Flag Account

a. The Borrower understands and agrees that, in case the loan account is classified as red-flagged account, the Bank shall conduct an audit as per its Policy, for further investigation in the account.

b. The Borrower shall co-operate with the said audit and shall provide required information, documents, etc. to the Bank or any person appointed by Bank for conducting the audit for further investigation in the account as per its Policy.

c. In case, the Borrower does not co-operate for conducting such audit, the Bank shall conclude the account as fraud, without giving further notice.

15. DISCLOSURE

a. The Borrower agrees that in addition to any other rights enjoyed by the Bank, in the event of the Borrower committing any default, the Bank shall be entitled to disclose to the RBI or any other statutory or regulatory authority or to any other third person, the name/identity of the Borrower and/or its directors/partners/ trustees and the default committed. The Borrower shall ensure that neither the Borrower nor any director/partner/member/trustee/person being in charge of the management has been declared a wilful defaulter; in case any director/partner/member/ trustee/person being in charge of the management has been declared as a wilful defaulter, the Borrower shall take expeditious steps for removal of such person. The Borrower further agrees that the Bank may, as it deems appropriate and necessary disclose and furnish to Credit Information Bureau (India) Ltd., and any other agency authorized in this behalf by RBI all or any of the following:

   i. information and data relating to the Borrower;

   ii. the information or data relating to the Facilities availed of/to be availed, by the Borrower; and

   iii. the information and details of the default, if any, committed by the Borrower, in discharge of the Indebtedness.

b. The Borrower is aware that, in case any of his director/partner/member/trustee/ person being in charge of the management has been declared a wilful defaulter; then the Bank shall not renew/ enhance/ provide fresh credit facilities or restructure existing facilities.

c. The Bank may, at its discretion, award a mandate to an auditor of its choosing (including the Borrower's auditor) for the purpose of monitoring end use of the Facility and obtaining a certificate from the auditor regarding diversion/siphoning of funds by the Borrower.

d. The Borrower agrees and undertakes that:

   i. the Credit Information Bureau (India) Ltd., and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and

   ii. the Credit Information Bureau (India) Ltd., and any other agency so authorized may furnish for consideration, the processed information and data or products thereof obtained by them, to banks/ financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.

e. The Bank may at the risk and cost of the Borrower engage one or more person(s) to verify any facts or information furnished by, concerning or pertaining to the Borrower and/or in relation to this Agreement and/or to collect the Indebtedness and/or to enforce any security and may furnish to such person(s) documents, information, facts and figures as the Bank thinks fit and may delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto as the Bank may think fit. The Bank shall be entitled to carry inspections at such intervals, as it may deem fit.

f. The Borrower hereby agrees and confirms that the Bank will have the right to disclose and share any information pertaining to the Borrower including, but not limited to, credit facility/ies, constitution, net worth, shareholding of the Borrower with (i) any other bank(s)/financial institution(s) in the form and manner prescribed by the RBI; (ii) any agent, contractor, third party service provider or professional adviser (wherever situate) of the Bank; (iii) any person to (or through) whom the Bank assigns or transfers or novatees (or may potentially assign or transfer or novate) all or any of its rights or obligations under this Agreement or Transaction Documents; (iv) any person to whom the Bank is required to make disclosure under the requirements of any law, regulation, guidelines (whether SEBI, RBI etc.) or practice.

16. SET-OFF

a. In the event of non-payment of the Indebtedness, the Bank may apply all sum(s) from time to time standing to the credit of any account in the name of the Borrower or any other account of which the Borrower is the beneficial owner maintained with the Bank of any of its branches wherever situated irrespective of the title of any such account or the currency in which any such account may be denominated in or towards satisfaction of the Indebtedness and sign all such documents as may be required to effect such application and the Bank shall have a paramount right of lien & set off on all securities, documents etc of the Borrower and all monies which may now or hereafter be payable by the Bank to the Borrower for any reason or purpose whatsoever.

b. The Bank may at any time and without notice to the Borrower combine or consolidate all or any of the accounts held in the Borrower's name or any other account of which the Borrower is the (sole) beneficial owner with any branch or of the Bank irrespective of the title of any such account or the currency in which any such account may be denominated.

c. The rights conferred on the Bank hereunder shall be in addition to and without prejudice to any other security or securities and other recourses, which the Bank may now or hereafter hold and to any lien, set off or similar right.

17. WAIVER

No delay in exercising or omission to exercise any right, power or remedy accruing to the Bank upon any default or otherwise under this Agreement or the other Transaction Documents shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Bank in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Bank in respect of any other default. The rights of the Bank under this Agreement and the other Transaction Documents may be exercised as often as necessary, are cumulative and not exclusive of their rights under the general law and may be waived only in writing and specifically and at the Bank's sole discretion.

18. MISCELLANEOUS

a. All notices, requests, demands, waivers or other communications (including Customer Copy of Loan Agreement, Key Fact Statement, Welcome Letter etc., under or in connection with this Agreement shall be given in writing by mail, e-mail, or fax as mentioned under the Schedule. Any such notice or other communication will be deemed to have been duly given if: (a) delivered personally; (b) sent by registered mail with postage prepaid; (c) sent by next-day or overnight mail/courier or delivery; or (d) sent by email/facsimile. Borrower confirms that all risks shall be fully borne by him and he assumes full

responsibility for the same. Borrower agrees to immediately intimate the Bank of any change in the postal address, email ID and acknowledges that the Bank shall not be liable for any loss or damage that may be caused to the Borrower owing to change in address Borrower understands that the communication, documents through email, SMS, instant messaging app etc., are for his/their our convenience. IDFC FIRST Bank shall not be liable or responsible for any breach of secrecy owing to communication/documents being sent digitally. Borrower shall verify the authenticity of the emails, instant messaging app etc., and shall not hold the Bank responsible for any statements received from frauds / imposters. Borrower shall not hold the Bank liable if any problem arises with his/their computer/mobile network. Borrower understand and agree that the email statements, SMS, documents, communications will only be sent to the first holder of either registered email id/registered Cell No/registered WhatsApp number. Borrower shall inform the Bank in writing if there is any change in his/their communication address. The Bank shall not be responsible incase if the Borrower's do not receive the statements due to incorrect communication address provided by Borrower or due to technical reasons. Borrower undertakes to take all necessary steps to ensure confidentiality and secrecy of the login name and password of the internet / email account.

b. In case the said loan is sourced through business correspondent, Bank shall be responsible to address the grievances of the Borrowers in relation to acts of commissions and omissions of the said business facilitator/ correspondent.

c. Borrower hereby authorises the Bank to appoint recovery agents and thereby consents and agrees that the Bank shall be entitled to disclose to such recovery agents/third parties all necessary and relevant information pertaining to the Borrower(s)and the loan and the borrowers hereby consent to such disclosure by the Bank. Notwithstanding anything contained in this Agreement, the Borrower(s) expressly accepts and authorizes the Bank (and/ or any such recovery agents/third party as the Bank may appoint) to contact Borrower and disclose all necessary and relevant information pertaining to the Borrower(s).

d. The para banking services provided by the Bank to the Borrowers for financial products shall be strictly on a non-risk participation basis.

e. By availing the loan facility from the Bank, I/We acknowledge and agree that the Bank may from time to time reach out to me/us with information on various banking, financial, or third party products and services. Any such communication from the Bank shall be for informational and solicitation purposes only. The purchase or availing of any product or service is entirely voluntary and is not linked to the loan disbursement or to the sanction of any loan facility.

f. Notwithstanding anything to the contrary contained in this Agreement, Borrower is aware that insurance is non-mandatory and offered only to customer who voluntarily choose to opt for the same and in case if the loan is cancelled, the insurance policy will also get cancelled automatically by the Insurance Company and the certificate of insurance (if received/issued) will remain cancelled/ revoked by the said Insurance Company.
Details of commission or fees of similar nature received by the Bank from insurance company for marketing insurance products is provided in the Sanction letter.

g. IDFC FIRST Bank has the absolute discretion to amend or supplement any of the Loan terms and conditions at any time and will endeavour to give prior notice of 15 days by email or put up on the Bank's website, as the case may be for such changes wherever feasible and such amended terms and conditions will thereupon apply to and be binding on the Borrower. Further, loan terms shall be subject to changes based on the guidelines/ directives issued by RBI to banks from time to time.

h. Exclusion of Liability

a. The Borrower acknowledges that, wherever applicable, the Bank is not responsible for the quality, condition, performance, defect, delay or suitability of any goods or machinery financed

under this Agreement. The Bank shall not be liable for any loss, damage, or claim, including indirect or consequential losses, arising from any defect, delay, failure, or nonperformance of such goods. All issues relating to the goods shall be solely between the Borrower and the manufacturer or supplier, and the Borrower's repayment obligations shall remain unaffected.

b. Any insurance product offered in connection with the Loan is issued and administered by a thirdparty insurer. The Bank is not the insurer and assumes no responsibility or liability for the terms, coverage, performance, or claims under such insurance. Any disputes or claims relating to the insurance policy shall be addressed solely with the insurer.

i. Appointment of third parties by the Bank

Borrower accepts that the Bank shall without prejudice to its right to perform the activities itself or through its officers or employees or other authorised agents, be entitled, and have full power and authority, to appoint one or more third parties and delegate to such third party all or any of its functions, rights and powers under this Agreement relating to the administration of the Loan including the right to collect and receive on behalf of the Bank all the dues under this Agreement and give valid and effectual receipts and discharge to the Borrower and to perform and execute all lawful acts, deeds, matters and things connected herewith or incidental hereto. For the purpose aforesaid or any other purpose which the Bank at the sole discretion may deem fit, the Bank shall be entitled to disclose to such third parties all necessary and relevant information pertaining to the Borrower.

j. During the Availability period, the Bank may, in its sole discretion, cancel the Facilities without notice to the Borrower, if any Event of Default or Potential Event of Default has occurred or if it becomes unlawful for the Bank to disburse or continue the Facilities to the Borrower.

k. The Borrower unconditionally agrees, undertakes and acknowledges that the Bank has an unconditional right to cancel the un-utilized portion of the Facilities, whether in part or in full, at any time during the currency of the Facility without any prior intimation for such cancellation to the Borrower.

l. The entries made in the accounts / account books / records of the Bank maintained in accordance with its usual practice and in compliance with the statutory requirements and/or a statement signed by a designated officer of the Bank, shall be final and binding on the Borrower. Such entries and/or statement shall be prima-facie and conclusive evidence of the existence and amount of obligations of the Borrower as therein recorded in respect of the Facilities.

m. Supremacy & Amendment

This Agreement supersedes all discussions and Agreements (whether oral or written, including all correspondence) prior to the date of this Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement may be modified or amended only by a writing duly executed by or on behalf of each of the Parties.

n. Entire Agreement & Counterpart

The Parties confirm that this Agreement and its Annexure and any other documentation pursuant to it represent one single agreement between the Parties. This Agreement may be executed in separate counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument only.

o. Governing Law, Jurisdiction and Arbitration:

1. The Parties agree that this agreement shall be governed with laws of India.

2. The Borrower hereby expressly agrees that all disputes arising out of and/or relating to this Agreement including any transaction document which is –

a) below the pecuniary jurisdiction limit of the Debt Recovery Tribunals established under Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (51 of 1993), then such dispute shall be resolved through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, through the online dispute resolution("ODR") platform. The party invoking arbitration ("Claimant") shall address a notice to the other party ("Respondent") suggesting the name of one of the following ODR platforms (Designated Institution) as stated below or any other ODR platform as updated on the Bank's website from time to time.

The arbitration proceeding shall be conducted in the English language. The seat of the arbitration for the purpose of determining jurisdiction shall be decided basis the zone wise distribution as provided below. The award passed by the arbitrator shall be final and binding on the Parties.

The parties agree to carry out the arbitration proceedings virtually through an ODR platform of such institution and, for such purpose, the email addresses and / or mobile numbers of the Borrower available, provided or otherwise referenced in the transaction documents shall be considered. Each party shall be responsible for intimating such institution in the event of any change in its email address and / or mobile number throughout the arbitration proceedings. In the event the arbitration proceedings cannot be administered virtually, then the proceedings shall be conducted physically, and the venue of the proceedings shall be cities, as may be notified by the Bank, falling under either of the zones mentioned hereunder-

1. East;
2. West;
3. North; and
4. South;

b) above the pecuniary jurisdiction limit under Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (51 of 1993) should be filed before appropriate Debt Recovery Tribunals.

3. Without prejudice to the Banks rights and remedies under contract and in law, nothing contained herein shall limit the rights of the Lender to initiate any legal proceedings in any other court or tribunal of competent jurisdiction or other appropriate forum within India, nor shall the taking of legal proceedings in one or more jurisdictions preclude the Lender from taking proceedings in any other jurisdiction within India, whether concurrently or not.

p. This Agreement and the other Transaction Documents (unless otherwise specified in any Transaction Document) shall be governed by and construed in accordance with the laws of India.

q. The Borrower shall not assign or transfer or novate all or any of its rights, benefits or obligations under

this Agreement and the other Transaction Documents without the approval of the Bank. The Bank may, at any time, sell, assign or transfer all or any of its rights, benefits and obligations under this Agreement and the other Transaction Documents to any person(s) of the Bank's choice in whole or in part and in such manner and on such terms as the Bank may decide without any reference to the Borrower. Notwithstanding any such assignment or transfer, the Borrower shall, unless otherwise notified by the

Bank, continue to make all payments under this Agreement to the Bank and all such payments when made to the Bank shall constitute a full discharge to the Borrower from all its liabilities in respect of such payments.

r. Without prejudice to the aforesaid provision, the Bank may (at its sole discretion), without notice to the Borrower, share the credit risk of the whole or a part of the Facilities with any other person by way of participation. Notwithstanding such participation, all rights, title, interests, special status and other benefits and privileges enjoyed or conferred upon or held by the Bank under this Agreement and the other Transaction Documents shall remain valid, effective and enforceable by the Bank on the same terms and conditions and the Borrower shall continue to discharge in full all its obligations under this Agreement and the other Transaction Documents to the Bank. The Borrower shall not have and shall not claim any privity of contract with such person on account of any reason whatsoever. Any such sale, assignment or transfer shall conclusively bind the Borrower.

s. Any provision of this Agreement or any other Transaction Document which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of this Agreement or any other Transaction Document or affect such provision in any other jurisdiction.

t. I hereby provide the consent to bank to pull my KYC details from CERSAI & PAN details from NSDL as and when required by the Bank for the compliance.

u. I/We undertake and declare that if there are any changes in the particulars and information given by me/us while availing the Loan facility, I/We shall within 30 days from the date of any such change in the particulars and information shall disclose the details of such changes to the Bank without withholding the same.

v. The Borrower hereby agrees and confirms that in case any other person providing any financial assistance to the Borrower imposes any conditions not included herein, or in case any of the terms offered by the Borrower to such person is more favorable to such person than the terms stipulated by, or offered to, the Bank, the Borrower shall promptly inform the Bank of such terms or conditions and such of those terms and conditions as may be considered necessary by the Bank, in its discretion, shall apply to the Facilities as if the Borrower had specifically agreed to such terms and conditions, which terms and conditions shall be deemed to have been expressly incorporated herein.

w. This Agreement shall become binding on the Borrower and the Bank on and from the date as specified in Schedule I hereof. It shall be in force till all the monies due and payable under this Agreement and the other Transaction Documents are fully paid off by the Borrower to the Bank.

x. Notwithstanding anything contained in the loan transaction documents, IDFC FIRST Bank hereby confirms that IDFC shall not levy any penal interest.

19. Digital execution clause-

Mode of Execution

a. The borrower is aware that this document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical signatures.

b. Electronic communications shall be deemed to have been received by borrower when we send the electronic communication to the email address / mobile number / details provided by borrower or any other third party.

c. The Borrower hereby expressly acknowledges and confirms that the Borrower has read, verified, understood, irrevocably agreed to and accepted and delivered all the terms and conditions contained herein electronically by ticking / clicking / checking "I/we Agree" or "I/we Agree and Accept" or any similar icon/tab/option on the online system / Website / portal / platform of the Bank/Merchant/ its agent/ service provider/partners as well as by entering the one time password ("OTP") provided to the Borrower's mobile number registered with the Bank or linked with Unique Identification Authority of India (UIDAI/Aadhaar Authority) or also biometric verification through UIDAI, and that there is no requirement of Borrower's physical signature on the Loan Documents or of the Borrowers signing this Agreement in physical form. The Borrower also acknowledges that the execution of this Agreement would be complete only once the same is accepted by the Bank. The Bank shall be deemed to have accepted and signed this Agreement electronically by way of sending an email/ letter through its officer or the Facilitator to the Borrower and attaching therewith the copy of this Agreement. For the purpose of stamp duty, any writing on a stamp paper or franked page associating the stamp paper or such franked page with this document will be as good as making the stamp paper/franked page an integral part of this document.

d. The parties agree that either party may use a computer-based system to issue certain Confirmations and that each such Confirmation executed by a party by means of an electronically-produced signature, shall have the same legal effect as if, such signature had been manually written on such Confirmation and that such Confirmation shall be deemed to have been signed by such party for the purposes of any statute or rule of law that requires such Confirmation to be signed. The parties acknowledge that, in any legal proceedings between them in any way relating to this Agreement, each party expressly waives any right to raise any defence or waiver of liability based upon the execution of a Confirmation by a party by means of an electronically- produced signature.

e. If the PAN of the borrower is not linked with Aadhar, the borrower agrees to get it linked within 90 days of disbursal of this loan.

IN WITNESS WHEREOF the Borrower has hereunto subscribed the day, month and year set out in this Schedule I.

Borrower

Co-Borrower

Signed and Delivered by the within named IDFC FIRST Bank Limited by the hand of its Authorised Signatory/ Constituted Attorney

Mr.

_____

Annex A

Key Facts Statement

Part 1 (Interest rate and fees/charges)

1	**Loan proposal/ account No.**		**Type of Loan**	
2	**Sanctioned Loan amount (in Rupees)**			
3	**Disbursal schedule** (i) Disbursement in stages or 100% upfront. (ii) If it is stage wise, mention the clause of loan agreement having relevant details		(i) Yes (ii) Refer clause 3 of the Master Facility Agreement	
4	**Loan term (year/months/days)**			
5	**Instalment details**			
Type of instalments		**Number of EPIs**	**EPI (₹)**	**Commencement of repayment, post sanction[1]**
Monthly				
6	**Interest rate (%) and type (fixed or floating or hybrid)**			
7	**Additional Information in case of Floating rate of interest : Not Applicable**			

Reference Benchmark	**Benchmark rate (%) (B)**	**Spread (%) (S)**	**Final rate (%) R = (B) + (S)**	**Reset periodicity (Months)**		**Impact of change in the reference benchmark (for 25 bps change in 'R', change in:)**	
				B	S	EPI (₹)	No. of EPIs

8	**Fee/ Charges[2]**				
		Payable to the RE (A)		**Payable to a third party through RE (B)**	
		One-time/ Recurring	**Amount (in ₹) or Percentage (%) as applicable**	**One-time/ Recurring**	**Amount (in ₹) or Percentage (%) as applicable**
(i)	Processing fees	One-time			
(ii)	Insurance charges				
	HDFC LIFE INSURANCE PREMIUM(R)			One-time	
(iii)	Facilitation Charges	One-time			
(iv)	EBC	One-time			
9	Annual Percentage Rate (APR)(%)	%			

	Annual Percentage Rate (APR)	Annual Percentage Rate (%) (APR is annualized percentage interest rate, processing fees, other charges, and third-party products. (i.e., aggregate of charges payable to Bank and payable to third party) for the credit facility availed.)
10	**Details of Contingent Charges (in ₹ or %, as applicable)**	
(i)	Penal charges, if any, in case of delayed payment	12% p.a. (1% p.m.) on the overdrawn amount. No GST is applicable for Penal charges
(ii)	Other penal charges, if any	Not Applicable.
(iii)	Foreclosure charges, if applicable	No foreclosure charge for Micro & Small certified enterprises wherein loan amount is <= Rs 50 Lakhs. For loan amount > Rs 50 Lakhs, 5% foreclosure charges would be applicable. For Medium enterprise and non-MSME customers, foreclosure charge to be 5% of the effective limit/ drawing Power
(iv)	Charges for switching of loans from floating to fixed rate and vice versa	Not Applicable.
(v)	Any other charges (please specify)	Refer “Schedule of Charges” below Annexure C of KFS

[1] If loan disbursal is between 1st to cycle date (as applicable) of the month (M0), 1st EMI starts from immediate next month (M1), but if loan disbursal is after cycle date of the month (M0), then 1st EMI starts from subsequent to immediate next month (M2).

[2] All charges displayed are excluding GST (except Penal Charges, where GST is not applicable).

Part 2 (Other Qualitative Information)

1	**Clause of Loan agreement relating to engagement of recovery agents**	Refer Clause 17
2	**Clause of Loan agreement which details grievance redressal mechanism**	Refer Clause 17
3	**Phone number and email id of the nodal grievance redressal officer**	pno@idfcfirstbank.com 1800 209 9771
4	**Whether the loan is, or in future maybe, subject to transfer to other REs or securitisation (Yes/ No)**	Yes
5	**In case of lending under collaborative lending arrangements (e.g., co-lending/ outsourcing), following additional details may be furnished:**	

Name of the originating RE, along with its funding proportion	Name of the partner RE along with its proportion of funding	Blended rate of interest
NA	NA	NA

6	**In case of digital loans, following specific disclosures may be furnished:**	
(i) Cooling off/look-up period, in terms of RE's board approved policy, during which borrower shall not be charged any penalty on prepayment of loan		NA
(ii) Details of LSP acting as recovery agent and authorised to approach the borrower		NA

Annex B

Illustration for computation of APR for Retail and MSME loans

Sr.No.	Parameter	Details
1	Sanctioned Loan amount (in Rupees)	
2	Loan Term (in years/ months/ days)	
a)	No. of instalments for payment of principal, in case of non-equated periodic loans	-
b)	Type of EPI Amount of each EPI (in Rupees) and nos. of EPIs (e.g., no. of EMIs in case of monthly instalments)	
c)	No. of instalments for payment of capitalised interest, if any	-
d)	Commencement of repayments, post sanction	To be communicated at the time of disbursal
3	Interest rate type (fixed or floating or hybrid)	Fixed
4	Rate of Interest	
5	Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date (in Rupees)	
6	Fee/ Charges payable (in Rupees)	
A	Payable to the RE	
B	Payable to third-party routed through RE	
7	Net disbursed amount	
8	Total amount to be paid by the borrower	
9	**Annual Percentage Rate (%)** (APR *is annualized percentage interest rate, processing fees, other charges, and third-party products. (i.e., aggregate of charges payable to Bank and payable to third party) for the credit facility availed.)*[2]	
10	Schedule of disbursement as per terms and conditions	Detailed schedule to be provided
11	Due date of payment of instalment and interest	If loan disbursal is between 1st to cycle date (as applicable) of the month (M0), 1st EMI starts from immediate next month (M1), but if loan disbursal is after cycle date of the month (M0), then 1st EMI starts from subsequent to immediate next month (M2).

[1] The difference in repayment amount calculated from the total of instalments given under the detailed repayment schedule i.e., _____ vis-à-vis the amount of _____ (Interest charges) mentioned under (8) is due to rounding off the instalment amount of _____ to _____ under _____ the detailed repayment schedule

[2] Computed on net disbursed amount using IRR approach and reducing balance method

Annex C

1. Disbursal Date, Loan Tenure, Pre-EMI amount, Insurance Fee, Processing Fee, Annual Percentage Rate (APR), stamp duty (wherever applicable) and Net Disbursal Amount shall be communicated at the time of disbursal.
2. If loan disbursal is between 1st to cycle date (as applicable) of the month (M0), 1st EMI starts from immediate next month (M1), but if loan disbursal is after cycle date of the month (M0), then 1st EMI starts from subsequent to immediate next month (M2).
3. Pre-EMI amount, if applicable, is computed from disbursal date till the commencement of the 1st EMI on pro-rata basis. Pre-EMI will be deducted from the disbursal amount at the time of disbursement or adjusted from 1st EMI leading to reduced appropriation towards principal. Pre-EMI will have a minimal effect on APR.
4. EMI will be due between 2nd to 10th of every month.
5. Repayment schedule will be available post disbursal.
6. Borrower is aware that insurance is non-mandatory and offered only to customer who voluntarily choose to opt for the same and in case if the loan is cancelled, the insurance policy will also get cancelled automatically by the Insurance Company and the certificate of insurance (if received/issued) will remain cancelled/ revoked by the said Insurance Company. Bank may receive the commission / fees for solicitation of insurance products (if any) and same will be available on Bank website Investment and Insurance | IDFC FIRST Bank under "Insurance Tab"
7. KFS is valid for 30 days

CUSTOMER DECLARATION/ACKNOWLEDGEMENT:
I/We declare that the contents of Key Fact Statement (KFS) have been duly explained to me/us, and I/we have read, understood, and accepted them.

_____

Foreclosure Norms:

Enterprise Type	Micro & Small Certified Enterprises	Non MSME & Medium Certified Enterprises
Loan Amount <= ₹ 50 Lakh	Nil	5% + GST
Loan Amount > ₹ 50 Lakh	5% + GST	

Please note - Latest Udyam certificate needs to be provided for availing foreclosure charges waiver for Micro And Small Enterprises.

SCHEDULE I

Date of Execution:
Place of Execution:
Name of Borrower:
Address of Borrower:

Name of Co-Borrower:
Address of Co-Borrower:
Name of Co-Borrower:
Address of Co-Borrower:

1. Details of Facilities

Facility	**Proposed Amount (Rs. In Lacs)**	**Interest/ Commission**	**Margin**	**Drawing Power**	**Tenor**	**Limit Drop Frequency/Limit Drop commencement Date**	**Repayment**
Dropline Overdraft		As per Sanction Letter				As per Sanction Letter	

2. Security Detail & Security Cover

Collateral Detail	**Valuation(Rs), if applicable**
Security Cover in Percentage term	

3. Other Conditions

Payment Services

Intra-Bank Fund Transfer - Branch	Free
Intra-Bank Fund Transfer - Internet Banking	Free
RTGS Payment - Branch	Free
RTGS Payment - Internet Banking	Free
NEFT Payment - Branch	Free
NEFT Payment - Internet Banking	Free
IMPS	Free
Payable At Par Cheque Issuance	Free
DD payable at IDFC FIRST Bank Locations	Free
DD - Duplicate Issuance	Free
DD Cancellation/Revalidation	Free

Collection Services

Intra-Bank Fund Transfer Collection	Free
RTGS Collection	Free
NEFT Collection	Free
Cheque Collection - Local Clearing	Free
Outstation Cheque Collection - IDFC FIRST Bank Locations	Free
Outstation Cheque Collection - Correspondent Bank Locations	Free
Outstation Cheque Collection - Other Locations	Free

Foreign Currency Conversion

Converted Amount Up to 1,00,000	0.14% of the gross amount of currency exchanged, subject to the minimum amount of ₹35/- and maximum amount of ₹ 7,000/-
Converted Amount 1,00,001 - 10,00,000	₹140 Plus 0.07% of the gross amount of currency exchanged, subject to the minimum amount of ₹35/- and maximum amount of ₹7,000/-
Converted Amount Up to 10,00,001 or more	₹770 Plus 0.014% of the gross amount of currency exchanged, subject to the minimum amount of ₹35/- and maximum amount of ₹7,000/-

Other Charges

	Cash Deposit Free Limit	Cash Deposit-Charge Above Free Limit	DD Payable at Correspondent Bank Locations	Cheque Bounce
Business Banking Asset Account	3 times average utilization or 10 times of the maintained AMB	₹3 per ₹1,000	₹30 per DD	Cheque deposited ₹50 per cheque Cheque issued ₹250 per cheque

Miscellaneous Services

Account Statement Physical (Branch/Channel)	Free
Payable at Par Cheque Book	Free
Account Closure	Free
SMS/E-mail Alerts	Free
Phone Banking	Free
Netbanking	Free
Mobile Banking	Free
Standing Instruction - Set-up/Execution/Amendment	Free
Bill Payment - Netbanking	Free
Bankers Verification (Photo/Signature/Address)	Free
Balance Confirmation Certificate	Free
Record Retrieval	Free
Interest/TDS Certificate	Free
Stop Payment Per Instruction	Free
Balance Enquiry (Branch/Channels)	Free

Sourcing and Servicing Charges

(a)	**Processing Fee/ Facilitation Fee/ Documentation Fee/Admin Fee***	As per sanction letter

(b)	**Applicable Rate of Interest**	As per Sanction Letter
(c)	**Interest Reset**	1. The Bank shall also be entitled (but not obligated) to reset the Spread on account of borrowers credit assessment undergoes a substantial change as agreed in the Loan/facility documents. 2. The Borrower shall be liable to pay to the Bank the interest including such cost and charges as may be applicable and communication regarding the same is shared either by SMS/Email communication on the registered e mail address. 3. EMI amount is intended to be kept constant irrespective of variation in ROI by changing the tenor of the Mortgage Loan. However, the Bank is entitled to increase the EMI at its sole discretion. The tenor of the Mortgage Loan shall also change as per change in EMIs.
(d)	**Cancellation Charges***	0.25% of sanctioned loan amount or Rs.10,000/- whichever is higher + interest from date of disbursal till receipt of cancellation request. **Please note:** Cancellation request to be received within 30 days or 1st EMI presentation date, post which cancellation will be treated as foreclosure.
(e)	**Review Date:**	Notwithstanding the terms herein and in conformity with normal business practice, the Bank reserve the right to review the Facility or any of the terms and conditions thereof or any other documents or security relating thereto.
(f)	**Financial Covenant**	As per Sanction Letter
(g)	**Special Terms & Conditions**	As per Sanction Letter
(h)	**Availability period**	As per Sanction Letter
(i)	**Penal Charges on overdrawn accounts**	12% p.a. (1% p.m.) on the overdrawn amount. No GST applicable for Penal charges.
(j)	**Stamping Charges**	At Actual

(k)	**Foreclosure charges***	5% of the effective limit/ drawing Power A. Foreclosure charges to be NIL for Micro & Small certified enterprises whose loan amount is <= Rs. 50 Lakhs. For loan amount > 50 Lakhs, foreclosure charges would be applicable. B. For Medium enterprise and non-MSME customers, foreclosure charge to be 5% of the effective limit/ drawing Power
(l)	**Annual Limit Renewal Charges***	0.50% of the effective limit at the time of renewal
(m)	**Under-Utilisation Charges***	If average quarterly utilisation is <25% of drawing power, then quarterly 0.25% will be charged on the difference between actual average utilisation and expected average utilisation (i.e. 25%) subject to a minimum of Rs. 2500. The period of average utilisation will be considered from 6th of first month to 5th of month following the quarter end. For example, for Jan-Feb-Mar quarter, assessment period will be from 6th January to 5th April.
(n)	***EMI Pickup/Collection Charges**	₹500

*GST shall be levied on all charges wherever applicable unless specified

Insurance is non-mandatory and offered only to customer who voluntarily choose to opt for the same.

Note: The above stipulated Schedule of Charges is subject to be revised from time to time by the Bank as will be updated on the official website of the Bank.-IDFC First Bank\Business Loan fees and charges

4. The following clause shall be inserted as Section 18 of the Agreement[1]:
Nominee Director
   i. In the Event of Default, the Bank shall have the right to appoint and remove from time to time, one director on the Board of the Borrower during the tenure of the Facilities (hereinafter referred to as **"Nominee Director"**).

   ii. The Nominee Director shall not be required to hold qualification shares and not be liable to retire by rotation.

   iii. The Nominee Director shall be entitled to all the rights and privileges of other directors including the sitting fees and expenses as payable to other directors but if any other fees, ., monies or remuneration in any form is payable to the directors, such fees, ., monies and remuneration in relation to the Nominee Director shall accrue to the Bank and the same shall accordingly be paid by the Borrower directly to the Bank.
   Provided that if the Nominee Director is an officer of the Bank, the sitting fees in relation to such Nominee Director shall also accrue to the Bank and the same shall accordingly be paid by the Borrower directly to the Bank along with taxes, if any.
   The expenditure incurred by the Bank or the Nominee Director in connection with his appointment or directorship shall be borne by the Borrower. Service tax payable in this regards shall be on the account of the Borrower

   iv. The Nominee Director shall be appointed as a member of the committees of the Board, if so desired by the Bank.

   v. The Nominee Director shall be entitled to receive all notices, agenda and minutes, etc. and to attend all general meetings and meetings of the Board or any committees of which he is a member.

   vi. If at any time, the Nominee Director is not able to attend a meeting of the Board of Directors or any of its committees, of which he is a member, the Bank may depute an observer to attend the meeting. The expenses incurred by the Bank in this connection shall be borne by the Borrower.

   vii. The Nominee Director shall not be liable for the acts of the Borrower and shall not be considered as an officer in default under the Law. The Borrower shall at all times appoint a compliance officer or a designated officer(s) of the Borrower who shall be the "officer in default" for the purposes of Law.

   viii. In the event that any notice or proceedings have been filed against the Nominee Directors by reason of him/them being included within the scope of "officer(s) who is in default", the Borrower shall take all necessary steps to ensure that the Nominee Directors are held harmless and be hold accountable for such notice or proceedings. The Borrower shall pay all legal costs and shall be hold accountable and hold harmless the Nominee Director from all costs, damages, fines, levies etc. that may be levied against the Nominee Director.

   ix. The Borrower shall, procure a directors' and officers' liability insurance policy in favour of all Nominee Director from a reputable insurance company in respect of claims or liabilities resulting from the actions or omissions of the Nominee Director.

[1] *Please delete if sanction does not provide for Nominee Director.*

x. The Borrower shall be held accountable by the Nominee Direct against any loss suffered by the Nominee Director arising directly or indirectly out of any act of omission or . by the Borrower, its officials, employees, managers, representatives or agents, as the case may be, due to which such the Nominee Director/s is a party to, or otherwise incurs any loss.

SCHEDULE II

ADDITIONAL TERMS AND CONDITONS FOR OVERDRAFT FACILITY

The Borrower hereby agrees that the Overdraft Facility, being advanced by the Bank to the Borrower shall be governed by the terms of this Agreement and the additional terms contained herein.

1.1 GRANT OF FACILITY

1. At the Borrower's request, and together with the terms and conditions of the Master Facility Agreement together with the Schedules thereunder, including this Schedule, the Sanction Letter and the Transaction Documents (including creating or providing security in the manner prescribed), the Bank may vide its Sanction Letter grant to the Borrower an overdraft facility ("the Facility") up to the maximum overdraft limit specified in the Sanction Letter. The Bank shall not be liable to lend to the Borrower beyond the maximum overdraft limit, honour any cheques, allow any cash withdrawals (other than withdrawal in respect of the Facility subject to the terms of the Transaction Documents) or meet any further requirements of the Borrower on account of growth in business or otherwise.

2. Notwithstanding the maximum overdraft limit, unless the Bank otherwise permits, the Borrower shall not be entitled to operate the Facility beyond the Drawing Power which may be determined by the Bank from time to time on the basis of the Bank's margin requirements and the value of the Security or otherwise . The Borrower is aware and agrees that the Bank may, from time to time, vary the Drawing Power without any intimation to the Borrower, and the Borrower agrees to at all times (and in particular before any cheque is presented for payment) to keep itself informed of the Drawing Power and the Bank's margin requirements as varied from time to time. The Borrower has understood and is aware of the Bank's methodology of computing the Drawing Power and compute the Borrower's' Drawing Power before issuing any cheque or drawing any money under the Facility. The Borrower shall at all times confine the borrowings to the drawing power allotted within the limit of a particular facility, namely, the value of the security less corresponding margin stipulated from time to time in respect of the said facility or the limit set by the Bank, whichever is lower, and in no case shall the Borrower exceed such limit. The Bank may however at the specific request of the Borrower and in its own discretion, allow drawings beyond such drawing power or limit for such time as may be considered necessary and shall at any time without notice call upon the Borrower to repay such excess drawings. All rights and obligations of the Bank and the Borrower respectively under the Master Facility Agreement and this Schedule, if any and under any sanction letter and/or security documents shall extend to cover such excess drawings notwithstanding the specific limit stipulated herein. The Bank shall not honour cheque(s) issued by the Borrower for the purpose other than agreed upon between the Borrower and the Bank and for amounts exceeding the limits sanctioned.

3. INTEREST

   The Borrower shall pay interest on the daily debit balance in the Account at the rate specified in the Sanction Letter or as may be advised by the Bank from time to time. The Bank may debit the Account with the interest amount. The interest amount shall be payable monthly or on the termination of the Facility, as the case may be.

IN WITNESS WHEREOF the Borrower has hereunto subscribed the day, month and year set out in this Schedule II.

Signature Clause[3]

Signed and Delivered by the within named IDFC FIRST Bank Limited by the hand of its Authorised Signatory/ Constituted Attorney Mr.

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SCHEDULE III

LEGAL HEIR DECLARATION:

a) Borrower declares and confirm that the following are my/our legal heirs with his/her/their full address/es and shall promptly inform you in writing of any change in the above particulars of my/our legal heirs

Name of borrower/s	
Age	
Name of legal heir	
Age	
Relationship with borrower	
Address/es	
Occupation/vocation of legal heirs	

Signature of Borrower/s

_____

[3]*Please refer Signature Clause for different entities schedule.*

VERNACULAR DECLARATION

Language	Declaration	Signature (Against appropriate box)
English	I have been read out and explained in the language known to me, the contents of the loan documents and all other documents incidental to availing the loan from IDFC FIRST Bank Ltd. and I have signed the said documents after having understood them and by signing the same I do hereby agree to abide by all the terms and conditions of the loan and the clauses of the same.	
Hindi	आईडीएफसी फर्स्ट बैंक लिमिटेड से ऋण (लोन) प्राप्त करने के लिए ऋण दस्तावेजों तथा आवश्यक अन्य सभी दस्तावेजों की विषय वस्तु को मुझे समझ में आने वाली भाषा में पढकर समझा दिया गया है. और इन दस्तावेजों को समझने के बाद मैंने उन पर हस्ताक्षर किए हैं. और उन पर हस्ताक्षर करके एतद्वारा में ऋण के समगी नियमो व शर्तों तथा उनके क्लॉज का पालन करने को सहमत हूँ.	
Marathi	मला कर्जाच्या दस्तऐवजातील आणि आयडीएफसी फर्स्ट बँक लिमिटेड यांचे कडून कर्ज घेण्याशी संबंधित इतर सर्व आनुषांगिक दस्तऐवजातील माहिती, मला समजणाऱ्या भाषेत वाचून दाखविण्यात आली आहे आणि स्पष्ट करून सांगण्यात आली आहे आणि मला ते दस्तऐवज समजल्यानंतरमी त्यावर स्वाक्षरी केली आहे आणित्यावर स्वाक्षरी करून मी ह्याद्वारे कर्जाचे सर्व नियम व अटी आणि मुद्दे यांचे पालन करण्याचे मान्य करत आहे.	
Gujarati	મને આઇડીએફસી ફર્સ્ટ બેંક લિમિટેડ પાસેથી લોન મેળવવા લોપ દસ્તાવેજો તેમ જ અન્ય દસ્તાવેજોની બધી વિગતો/લખાણું હું જાણું છું એ ભાષામાં મને વાંચી સંભળાવવામાં અને સમજાવવામાં આવ્યું છે અને મેં તે સમજી લીધા પછી સૂચિત દસ્તાવેજોમાં સહી કરી છે તથા તેમાં સહી કરીને હું આ દ્વારા લોનનાં બધાં જ નિયમો અને શરતો તેમ જ ધારાઓનું પાલન કરવા સહમત થાઉં છું.	
Bengali	আই।উএফসি ফ· না লিইটেড থেকেলো- ভোগ রতে আনরি জনা ছষিয় লৌনবেজ্এবং বজের বিষয়বস্তু আমাকে পড়ে শোনানো এবং ব্যাখ্যা করা হয়েছে আর সেগুলো বোধগম্য করার পরে বিবৃত দাবেজে আমি স্বাক্ষর করেছি তার সববিষয়ে স্বাক্ষর করার দ্বারা আমি এতদ্বারা লোকের সমৃ নিয়ম ও শর্ত তথা স্ববিষয়ের ধারাগুলো মেনে চলতে একমত হচ্ছি।	
Assamese	আইডিএফটি ফাৰ্স্ট বেঙ্ক লিমিটেড-ৰ লোন ডক্যুমেন্টত থকা তথা ইয়াৰ পৰা লোন লওঁতে প্ৰয়োজন পৰা অন্যান্য সকলো ডক্যুমেন্টত থকা কথাখান মোক পাঢ় শুনোৱা হৈছে আৰু মই বুজি পোৱা ভাষাত মোক বুজাই দিয়া হৈছে, আৰু উক্ত ডক্যুমেন্ট সমূহত মই চক্ৰী কৰিছে সেইবিলাক ৰুজি পোৱাৰ ইছলাহ তথা সেইবিলাক চহী কৰি মই লোন সংসে নিয়ম আৰু চৰ্ত তথা তাৰ দফাসমূহ ম নি চলিবলৈ ইয়াৰ দ্বাৰাই সম্মত হৈছো ।	
Oriya	ଆଇଡିଏଫସି ଫାଣ୍ଟ ବ୍ୟାଙ୍କ ଲିମିଟେହରୁ ଲୋନ୍ ପାଇବା ପାଇଁ ଲୋନ୍ ଦସ୍ତାବିଜ୍ଜର ବିଷୟବସ୍ତୁ ଓ ଲୋନ୍ ପ୍ରାପ୍ତି ପାଇଁ ପରବର୍ତ୍ତୀ ଅନ୍ୟ ସମସ୍ତ ଦସ୍ତାବିଜ୍ ବିଷୟରେ ମୋତେ ପଢି ଶୁଣା ଯାଇଛି ଏବଂ ମୋତେ ଜଣା ଥିବା ଭାଷାରେ ବୁଝାଯାଇଛି, ମୁଁ ବାହାକୁ ବୁଝିବା ପରେ ଭକ୍ତ ଦସ୍ତାବରେ ହସ୍ତାକ୍ଷର କରିଛି ଏବଂ ଏହାକୁ ହସ୍ତାକ୍ଷର କରିବା ସହିତ ମୁଁ ଲୋଢ଼ର ସମସ୍ତ ସର୍ଭ ଓ ନିୟମାବଳୀ ଓ ଏହାର ଧାରା ପାଳନ କରିବା ପାଇଁ ସହମତି ପ୍ରକାଶ କରୁଛି ।	
Punjabi	ਹੁਣ ਦਸਤਾਵੇਜਾਂ ਅਤੇ ਆਈਈਐਡਸੀ ਫਸਟ ਬੈਂਕ ਲਿਮਿਟੇਡ ਤੋਂ ਰਿਣ ਪ੍ਰਾਪਤ ਕਰਨ ਨਾਲ ਜੇ ਹੋਰ ਸਾਰੇ ਦਸਤਾਵੇਜਾਂ ਦਾ ਵੇਰਵਾ ਮੇਰੀ ਸਮਝ ਵਾਲੀ ਭਾਸ਼ਾ ਵਿੱਚ ਪ੍ਰ ਕੇ ਮੈਨੂੰ ਸੁਣਾਇਆ ਅਤੇ ਸਮਝਾਇਆ ਗਿਆ ਹੈ ਅਤੇ ਮੈਂ ਦੱਸੇ ਦਸਤਾਵੇਜਾਂ ਨੂੰ ਸਮਝਣ ਦੇ ਬਾਅਦ ਉਹਨਾਂ ਤੇ ਦਸਤਖ਼ਤ ਕੀਤੇ ਹਨ ਅਤੇ ਉਹਨਾਂ ਤੇ ਦਸਤਖ਼ਤ ਕਰਨ ਨਾਲ ਮੈਂ ਇਸ ਦੇ ਦੁਆਰਾ ਰਿਣ ਦੇ ਸਾਰੇ ਨਿਯਮ ਅਤੇ ਸ਼ਰਤਾਂ ਅਤੇ ਉਸ ਦੀਆਂ ਧਾਰਾਵਾਂ ਦਾ ਪਾਲਨ ਕਰਨ ਲਈ ਰਾਜੀ ਹਾਂ ।	
Tamil	ஐடிஎஃப்சி ஃபர்ஸ்ட் பேங்க் லிமிடெட்டிலிருந்து கடன் பெறுவதற்காக கடன் ஆவணம் மற்றும் இதர ஆவணங்களில் எழுதியுள்ளவை எனக்குத் எனக்குத் தெரிந்த மொழியில் படித்து விவரிக்கப்பட்டுவிட்டது. அவற்றை புரிந்து கொண்டு அந்த ஆவணங்களில் நான் கையொப்பமிட்டுள்ளேன். மேலும் கடனிற்கான அனைத்து விதிமுறைகளையும் நிபந்தனைகளையும் அதிலுள்ள விதிகளையும் நான் கடைப்பிடிப்பேன் என்று ஒப்புதல் அளிக்கிறேன்.	
Telugu	ఐడిఎఫ్సి ఫస్ట్ బ్యాంక్ లిమిటెడ్ నుంచి రుణం పొందడానికి రుణ పత్రాలు మరియు సంబంధిత ఇతర పత్రాల్లోని విషయాలన్నిటినీ నాకు తెలిసిన భాషలో నేను చదివాను మరియు నాకు వివరించారు మరియు వీటిని అర్థంచేసుకున్న తరువాత సదరు పత్రాలపై నేను సంతకం చేశాను మరియు వీటిపై సంతకం చేయడం ద్వారా రుణం యొక్క నియమ నిబంధలన్నిటికీ మరియు వాటి క్లాజులకు కట్టుబడివుండటానికి నేను ఇందు మూలంగా అంగీకరిస్తున్నాయి.	

Kannada	ನನಗೆ ಐಡಿಎಫ್ಸಿ ಫೆಸ್ಟ್ ಬ್ಯಾಂಕ್ ಲಿಮಿಟೆಡ್ ನಿಂದ ಸಾಲ ಪಡೆದುಕೊಳ್ಳುವುದಕ್ಕೆ ಸಂಬಂಧಿಸಿದ ಎಲ್ಲಾ ದಸ್ತಾವೇಜುಗಳು ಮತ್ತು ಇತರ ದಸ್ತಾವೇಜುಗಳ ವಿಷಯಗಳನ್ನು ನನಗೆ ತಿಳಿದಿರುವ ಭಾಷೆಯಲ್ಲಿ ಓದಿ ಹೇಳಾಗಿದೆ ಮತ್ತು ವಿವರಿಸಲಾಗಿದೆ ಮತ್ತು ಅವನ್ನು ತಿಳಿದುಕೊಂಡ ನಂತರವೇ ನಾನು ಆ ವಾಸ್ತವೇಜುಗಳಿಗೆ ಸಹಿ ಮಾಡಿದ್ದೇನೆ ಮತ್ತು ಅವುಗಳಿಗೆ ಸಹಿ ಮಾಡುವ ಮೂಲಕ ಸಾಲದ ಎಲ್ಲಾ ನಿಯಮ ಮತ್ತು ನಿಬಂಧನೆಗಳನ್ನು ಮತ್ತು ಅವುಗಳ ಉಪ ನಿಯಮಗಳನ್ನು ಪಾಲಿಸಲು ನಾನು ಈ ಮೂಲಕ ಒಪ್ಪಿಕೊಳ್ಳುತ್ತೇನೆ.	
Malayalam	ഐഡിഎഫ്സി ഫസ്റ്റ് ബാങ്ക് ലിമിറ്റഡിൽ നിന്ന് വായ്പ എടുക്കുന്നതിനുള്ള വായ്പാ രേഖകളും അതോടൊപ്പമുള്ള മറ്റു രേഖകളും എനിക്ക് വായിച്ചു തരികയും എനിക്ക് മനസ്സിലാകുന്ന ഭാഷയില് വിശദീകരിച്ചു തരികയും അവ മനസ്സിലാക്കിയ ശേഷം താരം ഈ രേഖകളിൽ ഒപ്പു വയ്ക്കുകയും ഇതിൽ ഒപ്പുവയ്ക്കുന്നതിലൂടെ ചായയുടെ എല്ലാ നിബന്ധനകളും ഉപാധികളും അവയിടെ വ്യപന്ഥകളും പാലിച്ചു കൊള്ളാമെന്ന് ഞാൻ സമ്മതിച്ചുകൊള്ളുകയും ചെയ്യുന്നു.	
Konkani	आयडीएफसी फर्स्ट बैंक लिमिटेड डांचेकडल्यान घेवपाच्या रिणाच्या कागदपत्रांचे आनी रिणाक लागू जाता अश्या हेर सगल्या कागदपत्रांचे मजकूर, म्हाका कटा त्या भाशेंत म्हाका वाचून दाखयला आनी समजावन सांगला आनी हांवें हे कथीत कागदपत्र समजल्या उपरान्त तांचेर हस्ताक्षर केला आनी तांचेर हस्ताक्षर करून हांव ह्यावर्चीं रिणाच्यो अटी आनी सर्ती आनी त्याच्या कलमांचे पालन करपाक मान्यताय दिता.	
Urdu	آئی ڈی ایف سی فرسٹ بینک لمیٹیڈ سے لون حاصل کرنے سے متعلق لون کے دستاویزات اور دیگر تمام دستاویزات کے متن کو میری جانی جانے والی زبان میں پڑھ لیا گیا ہے اور وضاحت کردی گئی ہے اور انہیں سمجھنے کے بعد میں نے مذکورہ لون تمام شرطون میر راضی ہوں بالا دستاویزات پر دستخط کر دینے ہیں اور اس پر دستخط کرکے میں یہاں اس بات سے اور ضابطوں اور اس کی تمام دفعات کی پابندی کروں گا۔	

End use letter

Dear Sir/Ma'am,

Sub: Application for _____

I/We, _____ refer to the Application No. _____ submitted by us to IDFC FIRST Bank Limited (the "Bank") for availing of a _____ from the Bank.

The said Facility is for meeting _____ purpose

I/We hereby represent, warrant and confirm that the aforesaid purpose is a valid purpose and also agree and undertake to utilize the facility only for the above mentioned purpose and that the facility shall not be used for any illegal and/or antisocial and/or speculative purposes including but not limited to participation in stock markets/IPOs.

I/We further agree, confirm and undertake that the purpose of use of funds under the facility shall not be changed in any manner during the tenor of the facility or that such change in purpose shall take place only with the prior written permission of IDFC FIRST Bank Limited. I/We agree that any breach or default in complying with all or any of the aforesaid undertaking(s) may constitute an event of default under the Loan Agreement executed with the bank and accordingly the bank will have the right to take action as deemed suitable.

Thanking you.

Yours Sincerely,