



TradeWell

TRADEWELL CAPFIN PRIVATE LIMITED

No:

Client Name

**SECURITY BASED LENDING
LOAN DOCUMENT INDIVIDUAL**

CHECK LIST**A. For Individual Clients**

Sr. No.	Particular	Tick the applicable Box
1.	Identity Proof (Any one) 3 copies	
(a)	Copy of PAN Card (Mandatory) 3 copies	
(b)	Election Card	
(c)	Passport (Check the expiry)	
(d)	Driving License (Check the expiry)	
2.	Address Proof (Any one) 3 copies	
(a)	Election Card	
(b)	Passport (Check the expiry)	
(c)	Ration Card	
3.	Copy of PAN Card	
4.	Income Tax Returns for Last 2 years (Compulsory)/Net Worth Certificate (Original)	
5.	Photograph Signed across	
6.	PDC cheques 3 nos. in favour of Tradewell Capfin Pvt. Ltd.	
7.	Client Details : Phone no / E-mail ID / Occupation / Mother Maiden Name	
8.	Bank Statement for last 6 months 2 copies	
9.	Banker's Certificate	

Clients Account Details

Sr. No.	Particular	Signature	Remarks
1.	Client Code :		
2.	Client Name :		
3.	Document Verified by :		
4.	AXIS sent on :		
5.	AXIS a/c No. :		
7.	IT Returns :		
8.	Existing Limit :		
9.	Required Limit :		
10.	Approved Limit :		
11.	Sent for Stamping on :		
12.	Stamp Charges :		
13.	KYC opened by :		
14.	DP Signature verified by :		
15.	Cheques (PDC) :		

FOR OFFICE USE ONLY :

LOAN APPLICATION FORM

Please fill in all the required details in BLOCK LETTERS. Tick ☒ boxes as applicable.

All fields Mandatory

Application form no. _____

Requested Loan Amount Tenure in Months

[illegible]

Loan Type ☐ Margin Funding ☐ ESOP Financing ☐ Others_____

Security being pledge ☐ Shares ☐ MF Units ☐ Bonds ☐ Insurance Policy ☐ E-Gold/Silver ☐ Others_____

Individual

Individual

☐ Individual ☐ Corporate

Customer Type: ☐ Individual ☐ Corporate

[illegible][illegible][illegible]

Date of Birth/Incorporation							
-----------------------------	--	--	--	--	--	--	--

Affix latest
colour
photograph
and sign it across

1

For Corporate

Nature of Business: ☐ Manufacturing ☐ Service ☐ Trading ☐ Stock Broking ☐ NBFC ☐ Commodity Broking

[illegible]

Brief description of business activity:_____

[illegible]

Key Financials: Revenue (₹ Lacs)							
----------------------------------	--	--	--	--	--	--	--

PAN / GIR No.

Net Worth (₹ Lacs)							
--------------------	--	--	--	--	--	--	--

[illegible]

Total Borrowing (₹ Lacs)									
--------------------------	--	--	--	--	--	--	--	--	--

Current Office Address _____

Land Mark											City											PIN					
-----------	--	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	--	-----	--	--	--	--	--

State										Landline										Mobile									
-------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	--------	--	--	--	--	--	--	--	--	--

Email _____

Registered Office Address _____

Land Mark											City										PIN					
-----------	--	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	-----	--	--	--	--	--

[illegible]

Ownership and Management Details

Proprietorship Firm	Name	DOB	Nationality	Residential Address	Pan No.	
Proprietor						
GPOA Holder						
Others	Name	DOB	Nationality	Residential Address	Share Holding %	Pan No.
Partner / Director Shareholder / Trustee Details						

Ownership and Management Details (contd.)

Partner/Director/ Shareholder / Trustee Details						
Partner/Director/ Shareholder / Trustee Details						
Partner/Director/ Shareholder / Trustee Details						
Partner/Director/ Shareholder / Trustee Details						

For Individual

Occupation: ☐ Salaried ☐ Self employed ☐ Professional ☐ Others _____ Date of joining/Incorporation

Name of the organization
(where the applicant is currently employed)

Level ☐ Senior Management ☐ Middle Management ☐ Junior Management ☐ Owner ☐ Other _____

Designation _____ Industry Type _____ No. of years at current job/business

Office Address _____

Landmark City PIN

State Landline Mobile

Email _____

Residence Address _____

Landmark City PIN

Landline Mobile Resi. Type ☐ Owned ☐ Rented

Others _____ Preferred Mailing Address ☐ Residence ☐ Office

Name of the previous organization/business _____ No. of years at previous organization/business

Total yrs. of work exp

Individual Financial Details

Salaried: (annually in ₹) Gross Sal. _____ Net Sal. _____ Other Income _____ Total _____

Self Employed: (annually in ₹) Gross Income _____ Net Income _____ Other Income _____ Total _____

Investment Details:(Amount in ₹ Lac) Shares Term Deposits Mutual Funds

Insurance NSC / KVP FDs Others

Total value of investments:(₹ Lacs) Net Worth (₹Lacs)

Any Existing Loan Obligations/ Details

Loan/Facility	Financer's Name	Account No.	Loan Amount (₹Lacs)	Tenure Months	EMI/Interest	Commencement Date	Collateral

Details of existing borrowings against securities availed from other banks / financial institutions

Sr. No.	Name of the Bank / Financial Institution	Sanctioned Limit (Rs.)
1		
2		
3		

Details to be filled in by both Individual and Corporate

Details of securities to be pledged for new loan

☐ Own ☐ Third Party ☐ Both
 Type Of Pledge ☐ Single Security ☐ Basket of securities
 Securities being pledged ☐ Shares ☐ MF Units ☐ Bonds ☐ Insurance Policy ☐ E-Gold/Silver ☐ Others _____

Details of Guarantor -1

Name
 Relationship If Personal Guarantor ☐ Yes ☐ No
 Current Address
 Landmark City
 State PIN
 Landline
 Mobile
 Email id
 PAN / GIR No.

Details of Guarantor -2

Name
 Relationship If Personal Guarantor ☐ Yes ☐ No
 Current Address
 Landmark City
 State PIN
 Landline
 Mobile
 Email id
 PAN / GIR No.

Customer Reference - 1

Name
 Relationship
 Address
 Landmark City
 State PIN
 No. of years at above address
 No. of years at current City
 Residence Type ☐ Owned ☐ Rented ☐ Others _____
 Landline
 Mobile
 Email id

Customer Reference - 2

Name
 Relationship
 Address
 Landmark City
 State PIN
 No. of years at above address
 No. of years at current City
 Residence Type ☐ Owned ☐ Rented ☐ Others _____
 Landline
 Mobile
 Email id

Contact person details for Operational/Financial Coordination

Name
 Designation
 Landline Mobile Email

Acknowledgement

Dear Sir/ Madam,

This is to acknowledge that TCPL has received your application form for a _____
 loan of ₹ _____ TCPL shall communicate its decision on your application within 15
 working days. This is subject to submission of all documents and conformance to internal guidelines of TCPL. Terms and conditions are also available on your
 website: www.tradewellcapfinpvt.ltd.com

Business Development Manager: Channel Name

Contact No. Date Email id

Signature _____

Checklist:

Documents (Self Certified)	Main Applicant	Guarantor 1	Guarantor 2
Proof of Identity (self certified): Driving License, Passport, Election Card, PAN Card (Mandatory)			
Proof of Address (self certified): Driving License, Passport, Election Card, Electricity Bill, Telephone Bill, Any Other			
Last 3 yrs financials (including latest)			
MOA & AOA, List of Directors (Including KYC)			
Shareholding Pattern			
List of Signatories			
Partnership Deed			
Net Worth Certificate (CA certified Net Worth certificate is mandatory for application of > Rs. 1Cr.)			

Declaration

1. I/We declare that all the particulars and information, enclosed copies of financials / bank statements / title records / legal and other documents and details given/filled in this Application form and/or given with this Application Form are true, correct, and up to date in all respects and that I/We have not withheld any information whatsoever. The Information shall form the basis of any facility / service that TCPL (Tradewell Capfin Pvt. Ltd.) may decide to grant to me/us at its sole discretion. 2. I/We confirm that no insolvency proceedings or suits for recovery of outstanding dues or monies whatsoever and / or any criminal proceedings or any proceedings for winding up, dissolutions, administration or reorganization or for the appointment of the receiver, administrator, administrative receiver, trustee or similar officer for my / our assets have been initiated and / or are pending against me/us and that I/We have never been adjudicated insolvent by any court or other authority. 3. I/We declare that I/We have not made any payments in cash, bearer cheque or kind along with or in connection with this application to the executive collecting my/our application. I/We shall not hold Tradewell Capfin Pvt. Ltd. (hereinafter referred to "TCPL") liable for any such payments made by us to the executive collecting this application. 4. I/We specifically authorized TCPL and all its group/business associate companies and their agents to collect, exchange, share or part with all or any information for any purpose including cross selling and referral. 5. I/We understand and acknowledge that TCPL shall have the absolute discretion, without assigning any reasons (unless required by applicable law) to accept or reject this application and TCPL shall not be responsible in any manner whatsoever to me/us for such rejection or any delay in notifying me/us of such rejection and any costs, losses, damages or expenses, or other consequences, caused by reasons of such rejection, or any delay in notifying me/us of such rejection of our application. Quantum of the loan will be finally decided by TCPL and TCPL has not made any commitment to me/us regarding the same. 6. We further understand that the relevant Stamp Duty, Legal Expenses, Valuation Expenses, expenses pertaining to creation of charges with ROC, charges for documentation and any other out of the pocket expenses as per actual will be borne by me/us. 7. I/We understand that the disbursement will be subject to production of necessary documents as may be required by TCPL from time to time satisfactory completion of TCPL appraisal and documentation, process and compliance with TCPL laid down norms / guidelines. 8. I/We understand that charges paid to TCPL towards out of pocket expenses and/ or log - in /processing fees are non - refundable and upon the application being withdrawn by me/us or being rejected by TCPL for any reason whatsoever in the pre-sanction or post - sanction stage, we will not be entitled to any refund either in part or full. I/We understand that all charges pertaining to the loan including the processing fees of the loan amount or as per the sanction letter and repayment penalty on the principal outstanding or as per the sanction letter are to be borne by me/us. 9. I/We confirm that I/we shall use the products or the credit/loan facility(s) (or any part thereof) only for the purposes for which such credit/loan facility(s) may be granted and not use the same for any improper / illegal or unlawful purpose/activities. 10. I/We shall inform to TCPL regarding any changes in my / our address(es) or my employment or profession. 11. I/We hereby confirm that I/we am/are competent and fully authorized to give declarations, undertaking etc. execute and submit this application form and all other documents for the purpose of availing the loan, creation of security and for all the purposes mentioned/required to be done for this. 12. I/We confirm that I/we shall cooperate with TCPL and furnish additional documents and/or shall execute such other documents, if necessary to enable TCPL to abide by/comply with all other existing/further directives of the statutory/regulatory authorities/any other authority acting under any Law. 13. The Applicant(s) hereby authorizes TCPL to disclose any information/documents provided herein or relating to the Applicant(s), of the facility/ies proposed to be availed by the Applicant(s) or any obligations to be assured by the applicant(s) in relation thereto, as TCPL may deem appropriate and necessary, to Reserve Bank of India ("RBI"). Income Tax Authorities, Credit Bureau. Third Parties, Credit Rating Agencies, Credit Information Bureau (India) Ltd. ("CIBIL"), and any other agency authorized in this behalf by RBI, Databanks, Corporate(s), Bank, Financial institutions or any other Government or any Authority (Regulatory/Statutory/Judicial/Quas-Judicial) and also to obtain information from these agencies/authorities/etc with respect to the Applicant(s), so as to enable TCPL to appraise the Applicant's Application for grant of such facility/ies. 14. I/We undertake that-(a) CIBIL and any other agency so authorized may use, process the said information and data disclosed by TCPL in the manner as deemed fit by them; and (b) CIBIL and any other agency so authorized may furnish for consideration, the processed information and data disclosed or products thereof prepared by them, to Bank/s / Financial Institutions and other Credit Grantors or Registered Users, as may be specified by the RBI in this behalf.

IMPORTANT NOTE

TCPL may request for additional documents other than those in connection with the application. That all post dated cheques are to be issued favouring Tradewell Capfin Pvt. Ltd. only. I/We confirm that executive who collected my / our application/s documents has informed me/us and I/we am/ are fully aware-(1). That service tax as may be applicable from time to time will be charged in connection with the Loan. (2) That TCPL will not be liable for loss or delay in receipt of the documents. (3) That incomplete/defective applications will not be processed and TCPL shall not be responsible for any manner to the resulting delay or otherwise. (4) That the applications forms, documents/photographs will not be returned under any circumstances once submitted to TCPL. This application form is considered valid unless the applicant revokes the same.

2

Signature of the Applicant

Signature of Guarantor/s

Signature of Guarantor/s

Date : _____

Place : _____

Place : _____

Consent for communication and notification



By signing below you are authorizing us to contact you for all the products and services offered by TCPL inspite of the fact that you may be registered in the DND (Do Not disturb), DNC (Do Not Call) registry.

3

Signature

4

DEMAND LOAN AGREEMENT

THIS AGREEMENT is made at _____ the _____ day of _____ between  5
Tradewell Capfin Private Limited, a company incorporated under Companies Act, 2013, having its registered office at Flat No. 503, Satya Sai Residency, Dharam Karan Road, Ameerpet, Hyderabad – 500016, Telangana, India and having its Corporate Office at Flat No.204, Anushka trendz, BN Reddy colony, Road No.14, Banjarahills, Hyderabad-500034, Telangana, India (hereinafter called as "**Lender**" which expressions shall, unless they be repugnant to the meaning or context thereof, mean and include its successors in title and assigns) of the **ONE PART**; and _____  6
_____ at _____

_____ (hereinafter referred to as the "**Borrower**" which expression shall, unless it be repugnant to the meaning or context thereof, mean and include, where the Borrower is an individual or a proprietorship firm, his/her heirs, executors and administrators, where the borrower is a partnership firm, the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner, their or his assigns, where the Borrower is the Karta of a Hindu Undivided Family and the borrowing is for the purposes of the Hindu Undivided Family, the member or members for the time being of the said Hindu Undivided Family, and their respective heirs, executors, administrators and assigns, where the Borrower is a company, its successors in title and permitted assigns, where the Borrower is the Board of Trustees of a Trust, its successors and where the Borrower is the Governing Body of a Society, the respective successors of the members of the Governing Body and any new members elected, appointed or co-opted) of the **OTHER PART**.

WHEREAS:

(A) The Lender is a Non-Banking Finance Company ("**NBFC**") registered with the Reserve Bank of India (the "**RBI**") and as such NBFC, inter alia, provides loans against the deposit of Securities (as defined below) and/ or to finance the purchase of Securities.

(B) The Lender anticipates providing, at its sole and absolute discretion, to the Borrower one or more Demand Loan Facility (as defined below), that are or will be governed by this Agreement, which includes and shall include the Schedule(s) of Terms and other documents entered and/or anticipated to be entered into between the Borrower and the Lender in regard to the specific Demand Loan Facility.

(C) The Borrower anticipates availing from the Lender the Demand Loan Facility for purchasing Securities and/or for the purpose of subscribing to public issues of body(ies) corporate by way of Demand Loan Facility, upon such Security (as defined below) by creating such Security Interest (as defined below) and on the terms and conditions set out herein and any additional terms and conditions that may be set out in the Schedule(s) of Term and other documents to be entered into by the Lender and the Borrower in regard to the specific Demand Loan Facility.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions In this Agreement unless the context otherwise requires the following words and expressions shall have the Meanings set out hereunder:

1.1.1 "Agreement" means this Demand Loan Agreement together with the Schedule(s) of Terms as amended from time to time in accordance with the provisions of this Agreement, POAs, Letter of Continuity & any other document required to be taken in the future.

1.1.2 "Application Securities" means Securities purchased/acquired or to be purchased/acquired through Initial Public Offer (IPO), Further Public Offer, Rights Issue, New Fund Offer, promoter shares Employee Stock Option Scheme (ESOP)/Employee Stock Purchase Schemes (ESPS) schemes by the Borrower out of the proceeds of the Loan or by an application supported by block amount (ASBA).

1.1.3 "Approved List" means the list of Securities which are acceptable to the Lender in security or margin for the Facilities, as modified by the Lender from time to time.

1.1.4 "Affiliate" means in relation to any Person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

- 1.1.5 "Associate"** means the companies in which a Party has a right to appoint majority of the directors or to control the management or policy decisions exercisable by the Person or Persons acting individually or in concert directly or indirectly, including by virtue of their shareholding or Management rights or shareholders agreements or voting rights agreements or in any other manner.
- 1.1.6 "Authorization"** means an authorization, consent, approval, resolution.
- 1.1.7 "Bank Account"** means the bank account(s) opened by the Borrower with the Designated Bank in accordance with Clause 22.1 of this Agreement.
- 1.1.8 "Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in Hyderabad.
- 1.1.9 "Cash Deposit"** means any liquid funds or other amounts deposited by the Borrower with the Lender so as to form part of the Security.
- 1.1.10 "Current Account Facility"** means the facility provided by the Lender to the Borrower in terms of Clause 50 of this Demand Loan Agreement, if so set out in the Schedule (s) of Terms.
- 1.1.11 "Collaterals"** means the securities as defined within this agreement and also includes any guarantee, or movable or immovable property that may be acceptable to the lender. All collaterals shall be valued at net of applicable haircut.
- 1.1.12 "D.P. Account"** means the securities account opened by the Borrower with the Depository Participant in accordance with Clause 22.1 of this Agreement.
- 1.1.13 "Default"** means any event or circumstance which with the giving of notice, lapse of time or the making of any determination under this Agreement, Schedule(s) of Terms and/or the Security Documents or any combination of any of the foregoing, would constitute an Event of Default.
- 1.1.14 "Depository Participant "** means depository participant designated by the Lender from time to time during the term of this Agreement, and registered with SEBI under the SEBI (Depositories and Participants) Regulations, 1996.
- 1.1.15 "Demand Loan Agreement"** means this Agreement
- 1.1.16 "Demand Loan Facility"** means the maximum amount that may be advanced to the Borrower by the Lender under each Schedule(s) of Terms, from time to time.
- 1.1.17 "Demand Loan Facility Balance"** means the balance outstanding at the foot of the Loan Account(s), including the outstanding amount of each Demand Loan Facility, and the following amounts due but not recovered (i) interest, (ii) interest tax, (iii) default interest and (iv) any other dues by whatever name called.
- 1.1.18 "Demand Loan Facility Documents"** with respect to each Demand Loan Facility, means relevant Schedule(s) of Terms, this Demand Loan Agreement, loan application, the Security Documents, Powers Of Attorney and/or any other deeds, documents or writings as may be required by the Lender to be executed by the Borrower for the purposes of the Demand Loan Facility.
- 1.1.19 "Designated Bank"** means any bank designated as such by the Lender from time to time, which shall also be a clearing bank for the National Securities Clearing Corporation Limited ("NSCCL") and the Bombay Stock Exchange Limited ("BSE").
- 1.1.20 "Disbursement"** means every amount advanced to the Borrower under each Schedule(s) of Terms pursuant to this Agreement.
- 1.1.21 "Event of Default"** means any event or circumstance specified as such in Clause 25 (Events of Default).
- 1.1.22 "Facility Balance"** means the principal amount of the Facility along with interest due, interest tax, default interest and other dues payable thereon at a given point of time.

- 1.1.23 "Facility Documents"** means this Demand Loan Agreement including its Schedule(s) of Terms, the Security Documents, Powers of Attorney, Client Registration Forms and/or any other deeds, documents or writings as may be required by the Lender to be executed by the Borrower/Security Provider in connection with availing of the Facility(ies).
- 1.1.24 "Final Settlement Date"** means the date on which all the indebtedness of the Borrower have been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Lender.
- 1.1.25 "Governmental Authority"** means any government or political subdivision thereof; any department, agency or instrumentality of any government or political subdivision thereof including Reserve Bank of India, Security Exchange Board of India, Foreign Investment Promotion Board; any court or arbitral tribunal or any other judicial or quasi judicial body and includes the governing body of any securities exchange.
- 1.1.26 "Holding Company"** means in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary
- 1.1.27 "Income from the Security"** shall have the meaning set out in Clause 21 of this Agreement.
- 1.1.28 "Indebtedness of the Borrower"** means any indebtedness for or in respect of:
- Monies borrowed or liabilities contracted (including under guarantees, indemnities) of/by the Borrower towards/from the Lender; and/or
 - Any indebtedness of any Associate or Affiliate of the Borrower or a Person or entity related to the Borrower towards the Lender; and/or
 - Any indebtedness of the Borrower and/or of any Associate or Affiliate of the Borrower or a Person and entity related to the Borrower, towards any Associate or Affiliate company of the Lender.
- 1.1.29 "Information"** shall have the meaning set forth in Clause 41.
- 1.1.30 "Lending Exposure"** means the aggregate of all Demand Loan Facilities made available under each Schedule(s) of Terms pursuant to this Agreement as described in Clause 2 (*The Lending Exposure*), to the extent not cancelled or reduced or repaid in accordance with this Agreement and the Schedule(s) of Terms.
- 1.1.31 "Loan Account(s)"** mean one or more account(s) of the Borrower maintained in the books of the Lender in accordance with Clause 4 of this Agreement.
- 1.1.32 "Loan Balance"** means the aggregate of the Demand Loan Facility Balances.
- 1.1.33 Loan for acquisition of Securities through one or more of the following modes:** (A) book building, (B) public offer, (c) Open offer, (D) Private placement. (E) an initial or further or continuous offer for sale or right issue, (F) secondary market, or (G) Employee Stock Option Scheme (ESOP)/Employee Stock Purchase Schemes (ESPS), schemes by the Borrower out of the proceeds of the Loan or by an application supported by block amount (ASBA) (H) any other mode permitted by law; and also includes any loan whether personal or otherwise for whatever reasons the borrower may seek "Facility" mean any one of the above.
- 1.1.34 "Margin"** means the Security provided by the Borrower in the form of Cash Deposits or Securities as may be specified by the Lender and determined in accordance with Clause 7 hereof.
- 1.1.35 "Market Disruption Event"** means market disruption event envisaged in Clause 9.3 hereof.
- 1.1.36 "Material Adverse Effect"** means a material adverse effect on:
- The business, operations, property, condition (financial or otherwise) or prospects of the Borrower taken as a whole;
 - The ability of the Borrower to perform its obligations under this Agreement and/or the Security Documents; or
 - The validity or enforceability of this Agreement and/or the Security Documents or the rights or remedies of the Lender under this Agreement and/or the Security Documents.
- 1.1.37 "Month"** means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:
- If the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;

- (b) If there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month.

1.1.38 "Offers of Securities" means offers made by an offer or for sale/purchase of Securities including, without being limited to, offers by way of book building, public offer, open offer, buy-back of shares, private placement or an Initial or further or continuous offer for sale.

1.1.39 "Offeror" means, in the event of an issue (initial public offer, right issue or follow on issue or employee stock option scheme) or sale, an issuer or offer or of Securities or a mutual fund or any other entity of a like nature and in the event of a purchase, the entity making the open offer or buy back offer.

1.1.40 "Power of Attorney" means the power of attorney issued or to be issued by the Borrower in favour of the Lender in the form and substance acceptable to the Lender, in accordance with this Agreement.

1.1.41 "Schedule(s) of Terms" mean the schedule(s) of terms executed from time to time between the Borrower and the Lender governing the specific terms and conditions of each Demand Loan Facility. An indicative list of terms to be included in the schedule of terms is set out in Annexure 2 forming part of this Agreement.

1.1.42 "Security" means collectively the Margin, or any other security given and/or created pursuant to this Agreement, Schedule(s) of Terms and/or the Security Documents for securing the obligation of the Borrower of the Demand Loan Facility Balance or the Loan Balance, as the case may be.

1.1.43 "Securities" means for the purpose of this Agreement shall include, but is not limited to equity shares, debt instruments (including debentures, bonds, RBI Bonds, deposits), government securities, units of mutual funds, derivative instruments, bank fixed deposit receipt, bank guarantee, Cash Deposits and other securities of a nature and description approved by, and to the extent acceptable to, the Lender, which are deposited with the Lender as security and shall include Securities Funded.

1.1.44 "Security Documents" means the Deed of Pledge, letter of authorization, negotiable instrument or any other document or writing as may be required by the Lender, by whomsoever executed and by whatever name designated, which creates any Security Interest in favour of the Lender as and by way of Security.

1.1.45 "Securities Funded" mean Securities purchased by, applied for or allotted to the Borrower inter alia by utilization of the Demand Loan Facilities and includes any securities held by the Borrower in the D.P. Account.

1.1.46 "Security Interest" means

- (a) Any mortgage, charge, pledge, lien or other security interest, security assignment, hypothecation, Statutory right in rem or other encumbrance of any description whatsoever on the Securities of or provided by the Borrower;
- (b) Any arrangement under which money or claims to, or the benefit of, Loan Account(s), Bank Account. D.P. Account or other account may be applied, set-off or made subject to a combination of accounts so as to effect payment of sums owed or payable to the Lender, securing the obligations of the Borrower.

1.1.47 "Stock Broker" means a stock broker registered with SEBI under the SEBI (Stock Brokers and Sub-Brokers) Rules 1992 and SEBI (Stock Brokers and Sub-Brokers) Regulations 1992 designated by the Lender from time to time during the term of this Agreement.

1.1.48 "Subsidiary" means in relation to any company or corporation, a company or corporation:

- (a) Which is controlled, directly or indirectly, by the first mentioned company or corporation;
- (b) More than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation; or
- (c) Which is a Subsidiary of another Subsidiary of the first mentioned company or corporation, and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

1.1.49 "Security Provider" means and includes any person (including the Borrower) providing security for the due payment of the Loan Balance together with interest and other monies payable thereon in the manner provided in this Agreement and Schedule(s) of Terms and the relevant Security Documents.

1.1.50 "Tax" means any tax, levy, impose, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

1.1.51 "Value of Securities" means the value of the Securities offered as Margin, and determined in **accordance** with Clause 7.6 of this Agreement.

1.2 Interpretation In this Agreement, unless the context otherwise requires:

1.2.1 Unless a contrary indication appears any reference in this Agreement to:

- (a) "Assets" includes present and future properties, revenues and rights of every description;
- (b) The "Borrower" or any "Obligor" shall be construed so as to include its successors in title, permitted assigns and permitted transferees, and in case of the "Lender" shall be construed so as to include its successors in title, assigns and transferees.
- (c) A "person" includes any person, firm, LLP, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing;
- (d) A "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, body, agency, department or regulatory, self-regulatory or other authority or organization;
- (e) A provision of law is a reference to that provision as amended or re-enacted; and
- (f) Any agreement, document or instrument is a reference to that agreement, document or instrument as amended, supplemented or novated;
- (g) "Applicable Law" includes all applicable Indian statutes, enactments, acts of the state legislature or the Parliament, and laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority, statutory authority, tribunal, board, court or a recognized stock exchange, as may be applicable.

1.2.2 Section, Clause and Schedule headings are of reference only.

1.2.3 Words importing the plural shall include the singular and vice versa;

1.2.4 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.5 In the event of any inconsistency between the provisions of the Schedule(s) of Terms and the other provisions of this Agreement, the Schedule(s) of Terms shall prevail for the purpose of the relevant Demand Loan Facility.

1.2.6 A Default (other than an Event of Default) is "continuing" if it has not been remedied or waived and an Event of Default is "continuing" if it has not been waived.

1.2.7 Reference to any party to this Demand Loan Agreement or any other or deed or other instrument shall include its successors or permitted assigns;

1.2.8 References to the word 'include' or 'including' shall be construed without limitation;

1.2.9 This agreement constitutes the Demand Loan Agreement and the terms and conditions contained herein shall apply to all the amounts disbursed by the Lender to or on behalf of the Borrower under any of the Facility. Each Facility shall, in addition to the general terms and conditions of this Demand Loan Agreement, also be subject to the specific terms and conditions contained in the relevant Schedule of Terms including its sub-schedules. which will apply to such Facility. Each Schedule of Terms, its sub-schedule(s) and modification, if any, thereto shall form an integral part of this Demand Loan Agreement in relation to the Facility it governs, as if the terms and conditions thereof were expressly incorporated in the body of this Demand Loan Agreement. Each Facility entered into when a separate Schedule of Terms is signed shall constitute a separate transaction.

1.2.10 The pronouns 'he', 'she', 'it' and their cognate variations are used as interchangeable and should be interpreted in accordance with the context;

1.2.11 Encumbrance includes a mortgage, charge, lien, pledge, hypothecation or security interest of any description whatsoever and also 'negative lien and 'non-disposal' undertakings, if any, given by the Borrower or the Security Provider;

2. THE LENDING EXPOSURE

2.1 Demand Loan Facilities

- (i) The Parties have entered and/or anticipated entering into one or more Demand Loan Facility transactions constituting the Lending Exposure that are and/or will be governed by the general terms and conditions of this Demand Loan Agreement, which includes the Schedule(s) of Terms and the documents and other confirming evidence exchanged between the Parties, confirming each of that Demand Loan Facility. All Demand Loan Facilities are being or will be entered into in reliance on the fact that this Demand Loan Agreement and all Schedule(s) of Terms form a single agreement between the parties. It is clarified that the Parties would not otherwise enter into any Schedule(s) of Terms, except on the basis that all Schedule(s) of Terms and this Demand Loan Agreement form a single agreement between the parties. The Lending Exposure granted hereunder shall be repayable on demand at the sole discretion of the Lender.
- (ii) It is clearly understood between the parties that the execution of this Demand Loan Agreement does not create any obligation on the Lender to provide any Demand Loan Facility to the Borrower, and neither does it create any right in favour of the Borrower to avail any Demand Loan Facility from the Lender. Grant of any Demand Loan Facility by the Lender to the Borrower shall be at the sole discretion of the Lender. Further, the Lender shall have the absolute discretion to withdraw and/or suspend and/or recall the Demand Loan Facilities granted by it, at any time after the date of this Agreement without providing any reasons for the same.
- (iii) It is also clearly understood that the Borrower shall execute a Power of Attorney/ies in favour of the Lender or its nominee, in the form and substance acceptable to the Lender, as a precondition for the grant of the Demand Loan Facilities by the Lender and the said Power of Attorney/ies shall become effective from the date of availing the Demand Loan facilities from the Lender.
- (iv) Upon the execution of a Schedule of Terms in pursuance of this Agreement, the Borrower shall be eligible to avail of the Demand Loan Facility from time to time subject to the terms and conditions of the Schedule(s) of Terms and this Agreement. The Demand Loan Facility shall be subject to the Borrower fulfilling and otherwise not being in breach of, any of the terms and conditions of this Agreement.

2.2 Terms of Demand Loan Facility

- (i) The terms and conditions of each Demand Loan Facility shall be as more particularly listed out in the Schedule(s) of Terms and the same shall be construed as forming an integral part of this Agreement.
- (ii) The terms and conditions of the Demand Loan Facility shall, inter alia, include:
 - (a) provision of Security by the Borrower for each Demand Loan Facility;
 - (b) execution of Security Documents, and
 - (c) availability of Demand Loan Facility for the specific purpose of financing the acquisition of Securities either through (a) book building, (b) public offer, (c) open offer, (d) private placement, or (e) an initial or continuous offer for sale (f) Right Issue. However, the Lender shall not be bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.
- (iii) In the event of any conflict between the provisions of a Schedule of Terms and this Agreement, the Schedule of Terms shall prevail over this Agreement.

2.3 Borrower's Absolute obligation

The Borrower's obligation to pay each Demand Loan Facility Balance and the Loan Balance and to make all other payments in accordance with this Agreement shall be absolute and unconditional and shall not be suspended or reduced irrespective of any contingency whatsoever.

3.CONDITIONS OF ELIGIBILITY AND DRAWDOWN

3.1 Initial conditions precedent

- (I) The Borrowers eligibility to avail Demand Loan Facility in accordance with Schedule of Terms in respect thereof under Clause 2.1(iii) hereof shall be subject to the Borrower complying with it in form and substance satisfactory to the Lender, all conditions precedent including creation of Security Interest, execution of Demand Loan Facility Documentation specified by the Lender.

3.2 Further conditions precedent

The Borrower's eligibility to Draw down upon the Demand Loan Facility in accordance with the Schedule of Terms shall be subject to the following conditions precedent:

- (I) No Default is continuing or would result from the proposed Schedule of Terms;
- (ii) The Representations and Warranties of the Borrower are true in all material respects on the date of Schedule of Terms and on the date of Disbursement;
- (iii) The Borrower shall have complied with the terms and conditions for the Schedule of Terms and Disbursement as set out in this Agreement; and
- (iv) In the sole opinion of the Lender no event has occurred or is likely to occur which results or is likely to result in a Material Adverse Effect on the Borrower.
- (v) The Borrower shall have opened a Bank Account with the Designated Bank, and a D. P. Account with the Depository Participant.
- (vi) The Borrower shall execute and deliver to the Lender copies of the letters of authorization along with Power of Attorney/s signed by the Borrower and duly acknowledged by the Designated Bank and the Depository Participant.

4. LOAN ACCOUNT(S)

- 4.1** The Lender shall at its option maintain one or more current account(s) in the name of the Borrower ("Loan Account(s)") in respect of the Demand Loan Facilities disbursed, Margin paid or provided by the Borrower from time to time, and the interest and the other amounts chargeable to the Borrower on the outstanding debit appearing in the Loan Account(s).
- 4.2** Interest will be debited to the Loan Account(s) for each interest period specified in the Schedule of Term(s) and the Borrower agrees to pay the same within the period specified.
- 4.3** The Borrower agrees, confirms and acknowledges that at all times the amounts previously drawn and outstanding together with amounts proposed to be drawn shall not exceed the respective Demand Loan Facility and the Lending Exposure provided by the Lender. If it so exceeds, then the Borrower agrees to pay all the amount forthwith without any notice required by the Lender calling upon him to do pay the same.

5. PROCEDURE FOR DRAWDOWN

5.1

- (a) Subject to Clause 4.3, the Borrower may avail the Demand Loan Facility by delivery to the Lender of Drawdown request ("**Drawdown Request**") not less than 2 Business Days in advance of his requirement and shall deposit with the Lender, Cash Deposit and/or Securities to fulfill Margin requirements.
- (b) Notwithstanding anything contained in Clause 5.1(a), any amount disbursed by the Lender to fund the deficit between the amount due from the Borrower to the Stock Broker (based on the details of trades, contract notes and the statement of account which the Borrower authorizes the Stock Broker to copy to or apprise to the Lender) and the amount paid by the Borrower or lying to the credit of the his account shall constitute Loan sanctioned by the Lender and accepted by the Borrower.
- (c) Notwithstanding receipt of the Drawdown Request from the Borrower or details of trades, contract notes and the statement of account received from the Stock Broker as set out in Clause 5.1 (a) and (b) above. the Lender shall not be obliged to disburse the Demand Loan Facility unless the Borrower shall have deposited with, or provided to, the Lender the requisite Margin and have fulfilled all other conditions as may be prescribed by the Lender.

- 5.2** The Borrower shall remain liable under this Agreement for any Disbursement made by the Lender pursuant to such Drawdown Request. The Borrower will not make any claim, counterclaim or institute any proceedings against the Lender for the Disbursement of any amount by the Lender at any time after receipt of the Drawdown Request, and (to the extent permitted by Applicable Law) the Borrower waives absolutely and unconditionally any rights and defenses, legal or equitable, which arise under or in connection with any amount disbursed pursuant to such Drawdown Request.

6. DISBURSEMENT

- 6.1** Without prejudice to the provisions of Clause 2.1 of this Agreement, the making of Disbursements of the Demand Loan Facility by the Lender to the Borrower shall at all times be in the absolute discretion of the Lender. Such Disbursements shall not in any event exceed the Demand Loan Facility sanctioned to the Borrower. It is also agreed by the Borrower that in the event the Lender decides not to make the Disbursement to the Borrower, the Lender shall neither be required to ascribe any reasons therefore nor shall the Lender be liable for any damages to the Borrower by reason of the Lender's refusal to make the Disbursement to the Borrower.
- 6.2** Without prejudice to any other provisions of this Agreement, any Disbursement of the Demand Loan Facility shall be subject to compliance with the following requirements by the Borrower:
- (a) The Borrower shall have deposited with the Lender required amount of Cash Deposits or requisite Securities that conform to necessary Value of Security as and by way of Security for fulfilling the Margin requirements as may be decided from time to time by the Lender.
 - (b) The Borrower shall not have breached any of the terms and conditions of this Agreement.
 - (c) The Borrower shall have complied with all the requirements in respect of any previous Demand Loan Facilities sanctioned by the Lender and obligations undertaken by it.
 - (d) Borrower has complied with all laws to and is not restricted under any law to enter into this Agreement.
 - (e) The Borrower shall have submitted the power of attorney executed in favour of the Lender with the Depository Participant and the bank with whom the Borrower had opened the Designated Demat Account (hereinafter defined) and Designated Bank Account (hereinafter defined) respectively so as to enable the Lender to operate the said accounts on behalf of the Borrower.
 - (f) The Borrower shall have created in the form and manner acceptable to the Lender such Security Interests/provided Margin as are required to be created prior to the date of proposed disbursement.
 - (g) The Borrower shall have maintained the Margin which are required to be maintained till the date of disbursement.
 - (h) Borrower has obtained the necessary sanctions/permissions.
- 6.3** Unless otherwise agreed by the Lender, the disbursement shall be made in proportion to the Margin/Security Interest provided by the Borrower.
- 6.4** The Lender may deduct from sums to be lent to the Borrower any monies then remaining due and payable by the Borrower to the Lender under the terms of this Demand Loan Agreement. The sums so deducted or adjusted shall be deemed to be disbursements made by the Lender under this Agreement.
- 6.5** In case the borrower sought disbursement against/to fund any purchase of Securities (other than subscription under Offers of Securities), the Borrower shall furnish to the Lender copy of the contract note in respect of said purchase at least one Business Day prior to date of payment, It is specifically clarified that the Lender shall not be liable to fund the purchase/disburse the Facility against such purchase if the Securities purchased/being purchased are not from Approved List.

7. MARGIN

- 7.1** Without prejudice to the provisions of Clause 8 below, as a Security for the Demand Loan Facility Balance and the Loan Balance, the Borrower shall maintain or cause to be maintained at all times Margin with the Lender as stipulated in this Agreement or the Schedule(s) of Terms of each Demand Loan Facility. The Lender may calculate and require the Borrower to maintain Margin in respect of each Demand Loan Facility separately or collectively.
- 7.2** The Lender may accept Margin from the Borrower in the form of Cash Deposit and/or Securities. The Securities accepted as Margin shall, unless otherwise agreed by the Lender, be only those covered by the approved Securities list furnished by the Lender ("**Approved Securities**"). The Borrower shall deposit and transfer or cause to be deposited and transferred all such Securities prior to trading offered as Margin in the D.P. Account maintained with the Depository Participant.
- 7.3** The Lender shall be entitled to vary or alter at any time and from time to time the percentage/rate of Margin as well as the list of Approved Securities and the Borrower hereby agrees and undertakes to maintain Margin at such altered percentage/rate and with such Securities and form part of the Approved Securities and also agree to meet the margin calls made by the Lender pursuant to such variation or alteration in the percentage of margin or the List of Approved Securities made by the Lender.
- 7.4** The Lender shall also be entitled to make Margin call to the Borrower having regard to the percentage/rate of Margin and the Approved Securities with the Lender as against the Demand Loan Facility Balance or the Loan Balance.

7.5 Margin shall, in the absolute terms, be the difference between the Value of Securities held by the Borrower with the Depository Participant under each Demand Loan Facility and the Demand Loan Facility Balance, which shall be calculated in terms of percent-age of Value of Securities. as follows:

$$\text{Margin} = [(y-x)/y] * 100$$

Where:

x = Demand Loan Facility Balance

y = Value of Securities held by the Depository Participant;

and 'Value of Securities' shall be determined in the manner set out in Clause 7.6 below.

7.6 For the purpose of calculating Margin and Clause 10.3, the Value of Securities shall be determined as follows:

- (i) Where the Securities are traded on the Bombay Stock Exchange Ltd., Mumbai (BSE) or the National Stock Exchange of India Ltd., Mumbai (NSE), the closing price of the previous trading day on BSE or NSE, and in case of no trading on previous trading day, the closing price of the Securities on last traded day on BSE or NSE; Provided that in the event of difference in the closing prices of BSE or NSE, the closing prices of securities on NSE shall be considered for valuation. Provided further that in the event the relevant security is not traded on one exchange, then the closing price of the other exchange, where it is traded shall be considered for valuation.
- (ii) Where the Securities are units of mutual fund, the repurchase price declared by the Mutual Funds;
- (iii) Where the Securities are bank fixed deposit receipt, the amount invested or deposited;
- (iv) Where the Securities are bank guarantee, the amount of guarantee given by the Banker; and
- (v) Where the Security is by way of application for public offering of body(ies) Corporate, the amount of application monies or subscription monies paid under such application.
- (vi) In case of Securities which are not traded, the Value of Security shall be determined by the Lender.
- (vii) Where the Securities offered are those which are not part of Approved Securities of the Lender, then the Value of such Security shall be taken as Nil.

8. SECURITY

8.1 Without prejudice to the above, the Securities lying from time to time to the credit of D.P. Account referred to in Clause 22 hereof, shall be deemed to have been offered as a Security in order to secure the Demand Loan Facility Balance and the Loan Balance. Without prejudice to the foregoing, the Borrower shall be under an obligation to create Security Interest in favour of the Lender in respect of all the Securities lying to the credit of the D.P. Account. Without prejudice to the foregoing, the Lender shall be entitled to transfer by way of a pledge, the Securities lying from time to time to the credit of D.P. Account referred to in Clause 22 hereof into the demat account of the Lender.

8.2 The Demand Loan Facility Balance and the loan Balance shall be secured by all or any of the Cash Deposits and Securities. In order to secure the repayment of Demand Loan Facility Balance and the Loan Balance and the performance of its obligations under this Agreement, the Borrower shall transfer and deposit, Securities in the D.P. Account with the Depository Participant, or deposit Cash Deposits with the Designated Bank. The Lender shall have the first priority Security Interest over the Securities and the Cash Deposits. Without prejudice to the foregoing, the Lender shall be entitled to transfer by way of a pledge, the Securities lying from time to time to the credit of D.P. Account referred to in Clause 22 hereof into the demat account of the Lender.

8.3 The Security Interest contemplated hereunder in favour of the Lender shall include all or any of the following:

- (i) Delivering or causing the delivery of the Cash Deposit as and by way of lien/ charge to the Lender from time to time; and/or
- (ii) Delivering or causing the delivery of the Securities as and by way of pledge to the Lender from time to time; and/or
- (iii) Delivering or causing the delivery of the certificate and receipts of title together with duly executed transfer deeds in respect of such Securities, which are in physical form; and/or
- (iv) Execution of such documents and writing by the Borrower, as the Lender may in its Sole discretion deems necessary to secure the Borrower's obligation to repay the Loan Balance, including irrevocable Power of Attorney, Deed of Pledge, irrevocable letter of authorization to the Depository Participant and the Bank, and/or
- (v) Transferring Funded Securities and other Securities to the demat account of the Lender, or empowering the Lender to transfer Funded Securities and other Securities from the D.P. Account to the demat account of the Lender; and/or
- (vi) Doing such other acts, deeds, matters, things and executing such documents as may be required under the provisions of the Depositories Act, 1996 and the regulations made hereunder and under other rules, regulations and bye laws of the concerned depository for transferring Securities to the Lender's D.P. Account/Beneficiary Account or creating a Security Interest in favour of the Lender in respect of such dematerialized Securities from time to time as may be directed by the Lender.

- 8.4 Any and all Security, including the Securities, which is given or be hereafter given by the Borrower shall, *ipso facto*, and without any further conveyance, assignment or act on the part of the Borrower or the Lender, become and be deemed subject to the Security Interest under this Agreement, irrespective of any Security Document, whether executed or not in respect of such Security, as fully and completely as though specifically described herein or therein.

9. ADDITIONAL SECURITY

- 9.1 If a Market Disruption Event occurs in relation to the Lending Exposure, the Lender shall give notice to the Borrower of such event and shall be entitled, in its sole and absolute discretion, and without prejudice to its other rights and remedies available to it under this Agreement or at law, to require the Borrower to provide or cause to be provided additional security by way of delivery of further Securities, which shall be the Approved Securities or such other Securities as may be acceptable to the Lender. The notice by the Lender to the Borrower in respect of any Market Disruption Event may be in electronic form by email, sms, fax or other medium.
- 9.2 The Borrower undertakes that, upon receipt of notice from the Lender, before the start of the trading session of the Stock Exchanges on the succeeding day or within such time as the Lender may permit, to make up the difference, either by payment in cash to the Lender or by causing the delivery of additional Securities, acceptable to the Lender, of the value necessary to make up the difference.
- 9.3 In this Agreement "**Market Disruption Event**" means any event or circumstances on the occurrence of which the Value of Securities falls or is anticipated to fall, or any other event or circumstance the happening of which is or is likely to, in the sole opinion of the Lender, jeopardize the interest of the Lender and which may expose or is likely to expose the Lender to any financial loss or damage.
- 9.4 The Borrower shall execute and provide to the Lender, the Securities along with other necessary documents for creating Security Interest as specified in Clause 8.2 above.
- 9.5 If a Market Disruption Event occurs the Lender shall also have the option to either sell or transfer any portion of the Securities already deposited by the Borrower and apply the amount realized towards repayment and liquidation of part of the Loan Balance, so as to maintain the Margin referred to in Clause 7 above and in the Schedule(s) of Terms attached hereto, irrespective of whether any Event of Default has occurred or not under this Agreement.

10. RIGHT OF SALE

- 10.1 Notwithstanding anything contained in Clause 9 above, if the Margin falls below the percentage specified in this Agreement or in the Schedule(s) of Terms and Margin and/or the list of Approved Securities is varied by notice by the Lender or if the Market Disruption Event occurs or is likely to occur, or any Event of Default shall have occurred and is continuing, the Borrower hereby unconditionally and irrevocable authorize the Lender to, forthwith and without any notice or intimation to the Borrower, sell or otherwise transfer all or any part of the Securities for consideration and forthwith apply the realization proceeds towards repayment and satisfaction of the Demand Loan Facility Balance or the Loan Balance.
- 10.2 Without prejudice to the generality of Clause 10.1 hereof, in the event the Lender is unable to sell the Securities for any reason by way of sale on any Stock Exchange or obtain redemption of units by the mutual fund, as the case may be, the Lender is hereby empowered to dispose of the Securities by way of an "off-market transaction" (disposal through a private sale). Such sale may be for cash, on credit or for other property. for immediate or future delivery, and for such price or prices and on such terms as the Lender may determine and all the costs incurred by the Lender for this purpose shall be recovered from and paid by the Borrower on demand.
- 10.3 Notwithstanding anything contrary or inconsistent contained in Clause 10.1 and 10.2 hereof, the Lender may transfer the Securities to its account, for a consideration, instead of disposing of such Securities on the stock exchange or through a private sale, and treat such consideration amount as appropriation towards the repayment and satisfaction of the Demand Loan Facility Balance or the Loan Balance and may proceed against the Borrower for the balance amount due under the Demand Loan Facilities.
- 10.4 The Borrower hereby waives and releases any and all right or equity of redemption, whether before or after sale of Securities under this Agreement, any demand, notice or advertisement, and all rights under any appraisal, valuation, stay, extension or redemption law, and all rights, if any, of marshalling the Securities and any other security for the Loan Balance or otherwise and the Lender may proceed against any other collateral for the Loan Balance remaining unsatisfied in any order as it shall determine in its own discretion.

- 10.5** The Borrower hereby constitutes and appoints the Lender as its attorney-in-fact of the Borrower for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument which the Lender may deem necessary or reasonably advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest, Without limiting the generality of the foregoing, the Lender shall have the right, before or after the occurrence and during the continuance of an Event of Default, with full power of substitution either in the Lender's name or in the name of the Borrower, to settle, compromise, prosecute or defend any action, claim or proceeding with respect to the Securities and to sell, assign, endorse, pledge, transfer and make any agreement respecting, or otherwise deal with the same, at the cost and expenses of the Borrower.

11. INTEREST

- 11.1** The Borrower shall pay to the Lender an interest on the Demand Loan Facility Balance as at the end of each day, for the period from and including the date of Disbursement of the Demand Loan Facility and upto the date the Demand Loan Facility has been paid in full, at a rate specified in the Schedule(s) of Terms. If the due date in respect of any instalment of principal, interest, default interest and all other monies payable under the Agreement falls on a day which is not a Business Day then the immediately preceding Business Day shall be the due date for such payment.
- 11.2** The Lender shall charge interest on the Demand Loan Facility Balance as at the end of each day at the rate specified under the Schedule(s) of Terms to the Loan Account(s) of the Borrower. The interest on the Demand Loan Facility Balance, at the option of the Lender, shall be payable either (i) upfront or periodically; or (ii) at the time of repayment of the Demand Loan Facility Balance; or (iii) partly by any of the aforesaid methods of payment.
- 11.3** Any interest accruing under Schedule(s) of Terms and this Agreement shall accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days.
- 11.4** The Borrower shall be liable to pay Tax (including interest tax as applicable) payable on the amounts due under the Facilities at the prevailing rate(s). The Borrower shall also bear and pay any increase in the rate of Tax. The Borrower shall be required to pay the interest within seven calendar days. In case of default of payment of any interest, without prejudice to any of its other rights against the Borrower, the Lender shall be entitled to debit the interest to the Borrower's Loan Account(s) and charge interest thereon, as if such amount was an additional loan disbursed by it to the Borrower subject to interest at the same rate. The further interest as above shall be payable on demand and in the absence of any such demand on the due date for payment of interest occurring immediately after the date of default. The Borrower covenants with the Lender that in case of Default in repayment of the Loan Balance on the due dates or any other amount due from the Borrower, without prejudice to any of its other rights against the Borrower, the Lender shall be entitled to recover default interest (by way of liquidated damages) at the rate specified under the Schedule(s) of Terms on the amounts due from the date when the amounts became due until payment of the same and shall be payable as compound interest with Monthly rests.
- 11.5** The Borrower hereby agrees confirms and accept as conclusive proof of the correctness of any sum claimed by the Lender to be due from the Borrower in respect of the Lending Exposure, the statement of Loan Account(s) made out from the books of the Lender, without production of any voucher, documents or other papers whether in support thereof or otherwise. The Borrower acknowledges that the rate(s) of interest and of default interest agreed to by the Borrower specified under the Schedule(s) of Terms are, and shall be, acceptable as reasonable and the rate of default interest represents genuine pre-estimates of loss expected to be incurred by the Lender due to the non-payment of dues by the Borrower. The Borrower further acknowledges that the Demand Loan Facility is a commercial transaction and specifically waives any defense under usury or other laws relating to restricting interest.
- 11.6** The Lender shall be entitled, at its absolute discretion, to alter or vary at any time and from time to time the rate of interest, and other charges (including default interest rates) applicable to the Lending Exposure from time to time and periodicity of charging interest. The Lender shall notify the Borrower of any such variation in the rate of interest or other charges by sending to the Borrower two (2) days notice and the Borrower hereby agrees and undertakes to pay interest from the date of the notice thereafter at such altered rates.
- 11.7** The rates of interest mentioned in the Agreement are exclusive of interest tax and/or any such other levies/duties. Such interest/tax/other levies/duties, if any, applicable, shall be payable by the Borrower to the Lender over and above the rates mentioned in this Agreement and/or schedule of terms.
- 11.8** The interest on the Loan Balance shall accrue from the date of disbursement i.e. from the date of RTGS transfer/date of Cheque or authorization application supported by blocked amount (ASBA) as the case may be .
- 11.9** The Lender may at its option charge weighted average interest rate if the interest rates are different for various outstanding Facilities availed by the Borrower.

12. OTHER DUES

- 12.1** The Borrower also undertakes to pay to the Lender or any of its Associate, loan processing charges, service charges, if any, specified in Schedule(s) of Terms, all expenses and charges incurred by the Lender in relation to this Agreement and the Security envisaged herein including bank charges, entry loads, exit loads and other loads (by whatever name called), document charges, legal fees, holding costs, charges of dematerialization; including all charges payable to the Depository Participant for opening and operating a depository account including the D.P. Account, dematerializing shares, rematerializing shares; stamp duties, registration charges, court fees, litigation charges, advocate fees and all other expenses for enforcement of Security Interest, the Security Documents or the repayment under Clause 13 (*Repayment On Demand Or Otherwise*) including the costs of expenses for invoking pledge, enforcement or attempted enforcement, sale, realization, or other expenses which are incurred in any other manner whatsoever by the Lender or any of its Associates together with all accrued and unpaid interest and default interest and all other amounts then owing under Clause 11 (*Interest*), in pursuance of this Agreement. These costs, charges and expenses shall be regarded as and shall constitute amounts due from the Borrower to the Lender. The Borrower, without any sort of protest shall pay all such amounts forthwith as and when and in the manner they are demanded by the Lender by means of a letter or invoice or otherwise.
- 12.2** The Borrower shall reimburse all the aforesaid sums and expenses paid/incurred by the lender under the provisions of this Agreement together with the Applicable Interest Rate as and when and in the manner they are demanded by the Lender within 7 Business Days from the date of notice of demand by the Lender. If such amounts are not paid within aforesaid period, all such sums shall also carry default interest at the rate set out in this Agreement from the date of default till the date of such reimbursement.
- 12.3** The Borrower hereby empowers and authorizes the Lender to recover the aforesaid dues from the Borrower by posting a debit to the Loan Account(s) of the Borrower maintained with the Lender or by deduction and/or appropriation from any amount payable by the Lender to the Borrower, whether under or pursuant to this Agreement or otherwise on any account whatsoever.

13. REPAYMENT ON DEMAND OR OTHERWISE

- 13.1** The Borrower undertakes to repay the Demand Loan Facility Balance or the Loan Balance, as the case may be, forthwith on demand by the Lender. Without prejudice to the foregoing and to any other provisions of this Agreement, the Borrower shall provide to the Lender a promissory note payable on demand and/or postdated cheques in respect of each Demand Loan Facility, which shall form a part of the Security Documents. Without prejudice to the foregoing the Borrower hereby irrevocably constitutes the Designated Bank referred to in Clause 22 (*Bank Account and D.P. Account*) hereof as his/her/its agent for the purpose of receipt of notice of demand for repayment of the Demand Loan Facility Balance or the Loan Balance to the Lender.
- 13.2** At any time during subsistence of this Agreement, subject to no Event of Default having occurred and being continuing, the Borrower shall have right to repay any part of the Loan Balance before it is demanded by the Lender or before its Due Dates. The Borrower shall give to the Lender a written notice of not less than two (2) working days for such repayment.
- 13.3** Without prejudice to any other provisions of this Agreement, the Borrower hereby irrevocable constitutes the Lender as its agent, (acting in pursuance of the Power of Attorney envisaged in Clause 22 (*Bank Account and D.P. Account hereof*)) to sell or otherwise transfer (with prior telephonic or fax or email intimation to the Borrower on the same day or earlier), upon demand of repayment of the Demand Loan Facility Balance or Loan Balance by the Lender, all or any Securities in which the Lender has a Security Interest including Securities held in the DP. Account, through the Stock Broker or any other stock broker, which may or may not be an Affiliate or Associate company of the Lender or through any other means or Person whatsoever, and apply the proceeds there from towards repayment of the Demand Loan Facility Balance or Loan Balance.
- 13.4** Without prejudice to any other provisions of this Agreement, in case of a Demand Loan Facility granted by the Lender for acquisition of Securities through book building or public offer or open offer or private placement, then on the very date on which refund, if any, is received from the issuer/acquirer into the Bank Account of the Borrower, the Lender shall be deemed to have demanded repayment of the Demand Loan Facility Balance or the Lending Exposure and, accordingly, the Lender shall be entitled to exercise its rights under Clause 22 (*Bank Account and D.P. Account*) hereof to operate the Bank Account of the Borrower, and apply the amount of Cash Deposits lying to the credit of the Bank Account towards repayment of the Demand Loan Facility Balances or the Loan Balance, as the case may be.

14. ARRANGEMENT FOR SALE OF SECURITIES

- 14.1** The Borrower may, if he so desires sell the Securities bought by him utilizing any Demand Loan Facility, in the open market through the Stock Broker by giving one (1) day advance written notice to the Lender, subject to the condition precedent that the sale proceeds thereof are first applied towards repayment of the entire Demand Loan Facility Balance and/or the Loan Balance. In the event the Borrower sells Securities bought by him prior to receipt of its delivery by/ from the Stock Broker, and if the said delivery fails to materialize the losses/costs arising due to auctions/close out by the Stock Exchange, shall be borne solely by the Borrower and the Borrower hereby agrees, confirms and declares to accept the same.
- 14.2** The Borrower hereby agrees and undertakes to utilize/ appropriate/ adjust the sale proceeds of Securities against the Demand Loan Facility Balance and/or Loan Balance and not to make any demand for such sale proceeds prior to.

15. POST DATED CHEQUES

- 15.1** The Borrower shall, if so required by the Lender, deliver to the Lender, post-dated cheques drawn in favour of the Lender towards the due repayment of the Demand Loan Facility Balance and/or the Loan Balance including interest under this Agreement. Such cheques shall be deemed to have been given for adequate consideration already received by the Borrower but shall not absolve the Borrower from his liability to pay the dues hereunder until the said cheques are duly realized by the Lender.
- 15.2** The Borrower declares and undertakes to maintain adequate balance for realization of the cheques when presented by the Lender for payment on their respective due dates. The Borrower hereby further declares and undertakes not to close the Bank Account(s) from which the said post-dated cheques have been issued or issue any communication to the Lender for stopping or postponing the presentment of the said cheques and the Lender is not bound to take notice of any such communication which, if issued by the Borrower, will be regarded as a dishonour of cheques issued by him.
- 15.3** Notwithstanding that the postdated cheques deposited with the Lender as aforesaid are for the repayment of the Demand Loan Facility Balance and/or the Loan Balance including interest, the Borrower agrees and confirms that the Lender shall be entitled to encash the postdated cheques delivered to the Lender, towards payment and satisfaction of any amounts outstanding under this Agreement or Security Documents to the Lender, towards the Demand Loan Facility Balance and/or Loan Balance including interest, as also on account of Indebtedness of the Borrower, and the Borrower shall continue to remain indebted to the Lender in respect of the Demand Loan Facility Balance and the Loan Balance including interest.

16. APPROPRIATION AND SET OFF UNDER DEMAND LOAN FACILITIES

- 16.1** The amounts, if any, paid by the Borrower to the Lender, or standing to the credit of the Borrower in any Loan Account of the Borrower, in respect of any Demand Loan Facility may, at the sole discretion of the Lender, be appropriated towards amounts payable by the Borrower under any other Demand Loan Facility. Notwithstanding the payment of the Demand Loan Facility Balance under one or more of the Demand Loan Facility, the Lender shall always have the option and power to sell/transfer or otherwise dispose of all or any of the Securities deposited or enforce the Security Interest created by the Borrower in favour of the Lender in respect of any other Demand Loan Facility Balance, and appropriate the proceeds thereof towards satisfaction of all amounts due to the Lender on account of the Loan Balance.
- 16.2** All amounts paid by the Borrower under this Agreement or any amounts received by the Lender on invocation and enforcement of the Security Interest, shall be applied or appropriated by the Lender in such manner and in such order for discharge of the Indebtedness of the Borrower as may be decided by the Lender in its absolute discretion.
- 16.3** The Borrower agrees, consents and confirms that the Lender may at its absolute discretion appropriate any payments made by the Borrower under this Agreement towards payment due from the Borrower under any other agreement or transaction entered into by the Borrower and/or towards any other indebtedness of the Borrower or towards payment due to the Lender from any of Borrowers' group company or promoters or Borrower's relatives and such appropriation shall be final and binding upon the Borrower who shall continue to remain indebted to the Lender for payment of dues under this Agreement in respect of which such sums of money were so paid but were appropriated towards another agreement or transaction entered into by the Borrower or towards another Indebtedness of the Borrower or towards settlement of dues of Borrower's group company or promoters or Borrowers' spouse and/or children's, as the case may be. In addition, notwithstanding the payment of any of the Facility Balance or the Loan Balance, the Borrower hereby expressly gives the Lender the power to sell/transfer or otherwise dispose of any and all Security Interest created in favour of the Lender under or pursuant to this

Agreement or deposited with it or under its possession or control and appropriate the same towards satisfaction of amounts due to the Lender on account of another agreement or transaction entered into by the Borrower or any other indebtedness of the Borrower or settlements of the dues of the Borrowers' group company or promoters or Borrowers' spouse and/or children's, as the case may be. The provisions of this Agreement and any Security Documents executed pursuant to this Agreement shall apply *mutatis mutandis* to the manner of disposal of Securities/ Collaterals and appropriation under this clause. This clause shall survive the termination of this Agreement.

17. CROSS DEFAULT

- 17.1** Without prejudice to any other provisions of this Agreement, if an Event of Default occurs in respect of any Demand Loan Facility entered into between the Lender and the Borrower in pursuance of this Agreement, it shall be deemed as if an Event of Default has occurred in respect of all Demand Loan Facilities, even if the Borrower has performed all its/his obligations there under, and the provisions of this Agreement including the provisions of Clause 13 (*Repayment on Demand or Otherwise*), 26 (*Remedies*), 28 (*Enforcement of the Security Interest*), and Clause 30 (*Market Disruption Event and Sale of Securities*) hereof shall apply as if an Event of Default has occurred in respect of all Demand Loan Facilities.
- 17.2** The Borrower hereby agrees, declares and confirms that the Lender may at its absolute discretion, appropriate and apply any payments made by the Borrower and/or Securities provided by the Borrower under this Agreement and its Schedule(s) of Terms towards any outstanding dues of the Borrower under another agreement or transactions entered into or to be entered into by the Borrower and/or towards any other Indebtedness of the Borrower, whether in the books of the Lender or any of its Associates or Affiliates in any order of preference and such appropriation shall be final and binding upon the Borrower, who shall continue to remain indebted to the Lender for payment of dues under this Agreement in respect of which such sums of money were so paid but were appropriated and applied towards another agreement or transactions entered into by the Borrower or towards another Indebtedness of the Borrower, whether in the books of the Lender or any of its Associates or Affiliates. Upon such appropriation and application of any payments ("**Appropriated Payments**") made by the Borrower and/or Securities provided by the Borrower under this Agreement and its Schedule(s) of Terms, the provisions of this Agreement including Clause 13 (*Repayment on Demand or Otherwise*), 26 (*Remedies*), 28 (*Enforcement of the Security Interest*), and Clause 30 (*Market Disruption Event and Sale of Securities*) hereof shall apply as if the Appropriated Payments were not affected by the Borrower in discharge of his/its obligations towards repayment of the Loan Balance.
- 17.3** In addition, without prejudice to any other provisions of this Agreement, notwithstanding the payment of any of the Demand Loan Facility Balance or the Loan Balance, the Borrower hereby expressly gives the Lender, the power to sell and/or transfer or otherwise dispose of any and all Securities over which Security Interest has been created in favour of the Lender under the Security Documents or transferred or deposited with it or under its possession or control and appropriate the same towards satisfaction of amounts due to the Lender on account of another agreement or transactions entered into by the Borrower or any Indebtedness of the Borrower.
- 17.4** The provisions of this Agreement and any Security Documents executed pursuant to this Agreement shall apply *mutatis mutandis* to the manner of disposal of Securities and appropriation under this Clause. This Clause shall survive the termination of this Agreement.

18. REINSTATEMENT / RENEWAL OF DEMAND LOAN FACILITIES ON REPAYMENT

- 18.1** Without prejudice to any other provisions of this Agreement, if the Borrower performs all of his/her/its obligations under this Agreement (including by applying proceeds from Securities sold by the Borrower through the Stock Broker towards partial or full repayment of the respective Demand Loan Facility), unless otherwise decided by the Lender at its sole discretion, or unless this Agreement is terminated by the Lender in pursuance of Clause 19 (*Duration and Termination*) hereof, the Demand Loan Facilities sanctioned in pursuance of the Schedule(s) of Terms (other than Schedule of Terms in respect of financing of acquisition of Securities under Clause 2.1 (ii) hereof) shall stand renewed upon full repayment of the respective Demand Loan Facility.
- 18.2** The renewal of the Demand Loan Facility as aforesaid, shall be on the same terms and conditions as are set out in the Schedule of Terms executed between the Lender and the Borrower in respect of the repaid Demand Loan Facility, and the Lender and the Borrower shall be deemed to have re-executed the Schedule(s) of Terms amended from time to time once again on the date immediately succeeding the date of full repayment of the respective Demand Loan Facility.

19. DURATION AND TERMINATION

- 19.1** This Agreement shall continue to be in force in respect of the Demand Loan Facilities which have been sanctioned by the Lender in pursuance of this Agreement, until it is terminated by the Lender at its sole discretion or otherwise, or until it is terminated by the Parties hereto with mutual written consent.
- 19.2** Subject to other provisions stated in this Agreement, the Lender may at its sole discretion and without assigning any reason terminate this Agreement. On the termination of this Agreement, the Lender shall be deemed to have demanded repayment of the entire Loan Balance under Clause 13 (*Repayment on Demand or Otherwise*) hereof, forthwith upon issue of the notice of termination to the Borrower.
- 19.3** It is hereby expressly clarified that notwithstanding the termination of this Agreement or the recall of the Loan Balance or any Demand Loan Facility sanctioned to the Borrower, all obligations of the Borrower prior to the receipt of the notice of termination shall survive such termination and continue, and the Borrower's obligations in relation thereto pursuant to this Agreement and/ or the Demand Loan Facility Documents shall be duly performed.

20. ADDITIONAL PROVISIONS RELATING TO SECURITY

20.1

- (a) All accretions, entitlements and benefits in respect of the Securities which the borrower is entitled to, including without limitation all bonus shares, dividend, interest, preferential entitlements and so on shall be deemed to have Security Interest in favour of the Lender pursuant to this Agreement without any further act, instrument or deed and the terms and conditions of this Agreement shall *mutatis mutandis* apply to such accretions as if the Lender had originally been having Security Interest over the same pursuant to this Agreement.
- (b) All accretions, in respect of the Cash Deposits which the borrower is entitled to, including without limitation interest thereon shall be deemed to have Security Interest in favour of the Lender pursuant to this Agreement without any further act, instrument or deed and the terms and conditions of this Agreement shall *mutatis mutandis* apply to such accretions as if the Lender had originally been having Security Interest over the same pursuant to this Agreement.
- (c) If by error or otherwise any of the Securities and/or Cash Deposits or any accretion or entitlements in respect thereof come to the possession of the Borrower, without the authority of the Lender, then the Borrower shall forthwith deliver such Securities and/or Cash Deposits or any accretion or entitlements in respect thereof to the Lender and until the Borrower so delivers such Securities to the Lender, he/she/it shall hold such Securities or any accretion or entitlements in respect of Securities and/or Cash Deposits in trust and for the benefit of the Lender.
- (d) Security Interest may be created by the Borrower with the permission of the Lender, for the repayment of the Demand Loan Facility Balance and/or Loan Balance.
- (e) The Lender may assent, at any time during the continuance of this Agreement, to the replacement or substitution of all or any portion of the Securities with new Securities.
- (f) All Securities delivered, pursuant to the provisions of this Agreement, and any bonus or rights Securities received shall become and form part of the Securities, which should, unless otherwise agreed by the Lender, be one of the Approved Securities list provided by the Lender from time to time.
- (g) The Lender may, at its sole discretion, hold the Securities in its own name and account as envisaged in Clause 8.3(v) hereof, or in the name and account of the Borrower and may whenever it seems necessary require the Borrower to transfer the Securities in its name and account. The Lender shall, at any time during the tenure of this Agreement, be entitled to transfer the Securities and/or the amount lying at the foot of the Bank Account in its own name and account pursuant to the power and authority granted hereunder.
- (h) The Lender shall be entitled, and is hereby authorized by the Borrower, to further create Security Interest over the Securities received on purchase or allotment, including Cash Deposits and Securities deposited for fulfilling Margin requirements by the Borrower, with the Designated Bank, Depository Participant or any other person as Security Interest for raising finance.
- (i) This Agreement shall be enforceable against the Borrower notwithstanding that any negotiable instrument and/or Security may be outstanding or available.
- (j) During the subsistence of this Agreement, all voting rights in respect of the Securities over which the Lender has Security Interest, shall be exercisable solely and exclusively by the Lender, in the manner as the Lender deems fit and subject to directions, if any, of the Reserve Bank of India, unless the Lender otherwise agrees.
- (k) The Borrower agrees and undertakes that he shall not apply for or obtain duplicates of the certificates/ documents of title of the Securities nor shall the Borrower stop the transfer of the Securities to the name of the Lender or its nominee or third party to whom the Securities may have been sold by the Lender in enforcement of the Security Interest.
- (l) The Lender may at its sole discretion release and/or permit withdrawal of any of the Securities from any of the Security Interest and deliver the same to the Borrower on such terms and conditions as the Lender may think fit and proper to impose.

- (m) Nothing in this Agreement shall be construed as limiting, restricting, making void or otherwise negating any right of set off in favour of the Lender existing or arising in common law, by statute or otherwise howsoever
- (n) The Lender may at its sole discretion require the Borrower to transfer, by way of Security, for due observance and performance of the Borrower's repayment obligations, such Securities and/or Cash Deposits as the Lender may require. The Securities so transferred by the Borrower to the Lender from time to time as aforesaid shall be retransferred by the Lender to the Borrower, as the case may be, upon the Borrower discharging its repayment obligation in full under and in accordance with this Agreement and the Security Documents.

21. ENTITLEMENT TO DIVIDENDS, INTEREST AND MONEYS ON SECURITY

- 21.1** The Lender shall have authority to collect and receive, either in the name of the Borrower or in the Lender's own name, all dividends, interest, and moneys payable on redemption of preference shares or debentures and all rights Securities, bonus Securities and such other benefits and privileges arising out of the Securities ("**Income from the Securities**"). With the intimation to the Lender the Borrower hereby undertakes to issue or cause to issue to the companies or mutual funds, of whose share or loan or unit capital, the Securities comprised in the Security form part, or to the depository or to the depository participants concerned such mandates and other necessary instructions to pay all dividends, interest, and moneys payable on redemption of preference shares or debentures and to issue all rights shares, bonus shares and such other benefits and privileges to the Lender or to its order. The Lender shall be entitled to appropriate the Income from the Security towards repayment of any of the Demand Loan Facility Balance, the Loan Balance and/ or any other amounts owed to the Lender by the Borrower or on account of the Indebtedness of the Borrower.
- 21.2 No Liability of Calls:** Nothing in this Agreement shall be construed as placing on the Lender or its Associate, Affiliate or nominee with any liability whatsoever in respect of any calls, contributions, installments or other payments relating to any of the Securities or to any rights, shares or other securities accruing, offered, distributed, paid or arising as aforesaid, and the Borrower shall indemnify the Lender in respect of all calls, contributions, installments or other payments along with interest thereon relating to any of the Securities now or hereafter existing and to any rights, shares and other Securities accruing, offered, distributed, paid or arising as aforesaid in respect thereof which may have been made by the Lender on behalf of the Borrower in fulfillment of the Borrower's obligations to such company at any time when the Borrower is the registered holder of the Securities. Provided that the amount of any calls, contributions, installments or other payments along with interest thereon relating to any of the Securities now or hereafter existing and any other Securities accruing, offered, distributed or aid or arising as aforesaid in respect thereof which have been made on behalf of a pursuant to this Clause shall be repayable by the Borrower to the Lender on demand together with interest at the rate specified by the Lender until the date of repayment by the Borrower. Any such amounts paid by the Borrower as aforesaid along with interest thereon shall be a charge on the Securities.

22. BANK ACCOUNT AND D.P. ACCOUNT

- 22.1** The Borrower agrees to open the bank account/s (the "Bank Account") in his name or jointly in the name of the Borrower and the Lender with a specified branch of the bank designated by the Lender (the "**Designated Bank**") for the purpose of receiving all Cash Deposits, dividends, interest, and moneys payable on sale/ redemption of Securities including rights Securities, bonus Securities and such other benefits and privileges arising out of the Securities. Likewise the Borrower also agrees to open a D.P. Account with any Depository Participant designated by the Lender to hold the Securities.
- 22.2** The Borrower hereby agrees and undertakes that all monies receivable by the Borrower from the Stock Broker in respect of sale of Securities or otherwise shall be received into the Bank Account. The Borrower hereby agrees and undertakes that all Securities pay out receivable by the Borrower from the Stock Broker in respect of purchase of Securities or otherwise shall be received into the D.P. Account. The Borrower hereby further agrees and undertakes to instruct the Stock Broker to arrange for direct credit of pay out, by the Stock Exchange or Clearing agency, to the Borrower's bank account and the demat account designated by the Lender. The Borrower further agrees and undertakes that the Bank Account and the D.P. Account opened in pursuance hereof shall be operative at the absolute discretion of the Lender. To enable the Lender to operate the said Bank Account and D.P. Account, the Borrower has simultaneously with the execution of this Agreement, furnished one or more irrevocable Power of Attorney, in the form and manner prescribed by the Lender, giving authority to the Lender and/or its agents to operate the said Bank Account and the demat account designated by the Lender. The Borrower further agrees and undertakes that the Bank Account and the D.P. Account opened in pursuance hereof shall be operative at the absolute discretion of the Lender. To enable the Lender to operate the said Bank Account and D.P. Account, the Borrower has simultaneously with the execution of this Agreement, furnished one or more irrevocable Power of Attorney, in the form and manner prescribed by the Lender, giving authority to the Lender and/or its agents to operate the said Bank Account and the D.P. Account, to transfer, sell, or otherwise deal with the Securities without any further notice or recourse to the Borrower and for doing all such other acts, deeds, matters and things as stated in the Power of Attorney.

- 22.3** To enable the Lender to operate the Bank Account and the D.P. Account under the irrevocable Power of Attorney as aforesaid, the Borrower hereby agrees, undertakes and covenants not to himself / herself / itself operate such Bank Account or D.P. Accounts in any manner whatsoever and also waives his right to transfer funds from such Bank Account to other account or to requisition the cheque book, use of ATM facility, Electronic Clearing System (ECS) /National Automated Clearing House (NACH) facility or Real Time Gross Settlement (RTGS) facility or any other facility whatsoever. Further, the Borrower shall not make any request to the Designated Bank to issue him pay orders/ demand drafts/any other instruments for any amount.
- 22.4** To enable the Lender to operate the Bank Account and D.P. Account under the irrevocable Power of Attorney as aforesaid, the Borrower hereby further agrees, undertakes and covenants not to himself/herself/itself operate the Depository Participant Account (D.P. Account) in any manner whatsoever.
- 22.5** Any breach of the terms and covenants under this Clause shall be deemed to be an Event of Default under this Agreement for which, without any notice to the Borrower, the Loan Balance shall immediately stand repayable by the Borrower to the Lender and the Security Interest in all Security provided in respect thereof shall immediately become enforceable.
- 22.6** The Borrower hereby irrevocably appoints the Lender to be the agent of the Borrower and in the name and on behalf of the Borrower to execute and do any assurances and things which the Borrower ought to execute and do under the covenants contained in Clause 24 (*Borrower's Declarations, Covenants, Representations And Warranties*) and to use the name of the Borrower in the exercise of all or any of its powers as aforesaid.

23. PARAMOUNT SECURITY INTEREST

- 23.1** The Lender shall have first and paramount Security Interest on all the Cash Deposits, amounts in the Bank Account and Securities that may have be deposited in the D.P. Account opened pursuant to Clause 22 (Bank Account and D.P. Account) or on those Securities that are subject to Security Interest of the Lender or that deposited or transferred to the demat account of the Lender by the Borrower. The Security Interest shall become effective from the time when such Bank Account and the D.P. Account are opened or Security Interest is created. In case of physical form of Securities, such documents of title or other documents which purport to represent rights of title to the Securities subject to Security Interest along with the sale proceeds thereof, shall remain subject to Security Interest of the Lender. Irrespective of the Lender's rights as a pledge of such Securities, in case of any dispute, the Lender shall also have Security Interest on all such Securities, documents and moneys belonging or purporting to belong to the Borrower for all moneys, claims and demands due or to become due from the Borrower to the Lender. In case the Securities are sold for payment for a lower value or a reduced amount, the Borrower authorizes the Lender to accept such reduced payment and the Borrower shall make good the shortage or any loss arising there from and the Lender will not be responsible in any manner whatsoever.

24. BORROWER'S DECLARATIONS, COVENANTS, REPRESENTATIONS AND WARRANTIES

- 24.1** Affirmative Covenants, Declarations, Representations and Warranties: The Borrower hereby declares, covenants, represents and warrants that:
- (a) He is absolutely entitled to and has a clear and marketable title to the Securities deposited by him and has not mortgaged, pledged, hypothecated or otherwise encumbered his interest in the same with any third party. The Borrower hereby agrees to indemnify and keep indemnified the Lender and its attorney and their employees and officers against all demands claims penalties etc., that may be incurred on account of any third party claiming any interest, right or title in respect of the Securities deposited by the Borrower;
 - (b) If the Borrower is a company, that it is a company duly incorporated under the Companies Act, 2013/1956 and nothing in this Agreement conflicts with the memorandum or articles of association of the Borrower; or if the Borrower is a body corporate, that it is a corporate body duly incorporated under its constituting law and nothing in this Agreement conflicts with the constituting or incorporating documents of the Borrower; or if the Borrower is a partnership firm, that it is a partnership firm duly constituted in accordance with the Indian Partnership Act, 1932 and nothing in this Agreement conflicts with the deed of partnership; or if the Borrower is LLP, that is LLP incorporated under Limited Liability partnership Act, 2008 and nothing in this Agreement conflicts with the Deed of LLP or if the Borrower(s) is /are an individual, that he/she/they are individuals competent to contract under the Indian Contract Act, 1872.

- (c) Any declarations provided by the Borrower in relation to the Lending Exposure to be availed by the Borrower under this Agreement, including in relation to the extent, if any, of the Demand Loan Facility availed of by the Borrower or any other facilities availed of by the Borrower from any other lenders or persons, is true and accurate in all respects;
- (d) The execution, delivery and performance of the Facility Documents and/or Security Documents will not contravene any Applicable Law or regulation to which the Borrower and/or other Security Provider is subject or any provision of their respective constitutional documents or any agreement or obligation or document binding on or applicable to the Borrower or the Security Provider and all approvals requisite for such execution, delivery and performance of the Facility Documents and/or Security Documents have been procured and are In full force and effect and shall continue to be so until the Final Settlement Date.
- (e) No event which is or no event which (with the passage of time or the giving of notice or both) may become Potential Event of Default and/or an Event of Default has occurred, or is likely to occur.
- (f) The persons, if any, dealing and/or signing any Facility Documents/Security Documents or authorization etc. for and on behalf of the Borrower/Security Provider are duly authorised by the Borrower to do so.
- (g) The Borrower is not in arrears of any public demand such as for Income tax, corporate tax and any other such taxes, rates or levies or any other statutory dues payable to the Central or State Governments or any local, statutory or other authority.
- (h) The execution by the Facility Documents and Security Documents by the Borrower of Security Provider constitute acts done and performed by them for private and commercial purposes and the Borrower and/or Security Provider will not be entitled to claim immunity for itself or any of its assets from suit, execution, attachment or legal process in any proceedings in relation to Facility Documents and Security Documents.
- (i) No director or a relative (as specified by RBI) of director of the Lender is a partner of the Borrower, or a trustee, member, director, manager, employee of the Borrower, or of a subsidiary of the Borrower, or of the holding company of the Borrower, or a guarantor on behalf of/for/to the Borrower or holds substantial Interest, in the Borrower or in the subsidiary or in the holding company of the Borrower.
- (j) The Borrower does not have any association (as specified by RBI) with the Lender.
- (k) The Borrower and/or the Security Provider or their respective directors or partners have neither been reprimanded, indicted or penalized or debarred from trading in the Securities in any manner whatsoever by any Government Authority including for violation of the Applicable Laws.
- (l) The Persons, if any, availing of and operating each Demand Loan Facility for and on behalf of the Borrower are duly authorized by the Borrower to do so;
- (m) The Borrower shall execute promissory note prior to Disbursement under the Demand Loan Facility that may be sanctioned to the Borrower, for payment to the Lender on its order or demand the Loan Balance and would be a continuing security to the Lender for all monies which are due from the Borrower.
- (n) The Borrower is fully empowered to enter into this Agreement and to perform obligations hereunder and in the Demand Loan Facility Documents, and this Agreement and the Demand Loan Facility Documents have been duly executed and delivered by the Borrower as may be required, and constitute a legal, valid and binding obligation of the Borrower, as the case may be, enforceable against him in accordance with their respective terms;
- (o) All the information provided by the Borrower to the Lender in the application form and/or Drawdown Request for the Demand Loan Facility or otherwise howsoever in relation thereto, is true, correct, accurate and complete in all respects and is not misleading in letter or spirit whether by reason of omission to state a material fact or otherwise;
- (p) All accounts and financial statements furnished by the Borrower to the Lender have been prepared in accordance with accounting standards and practices in force in India consistently applied during the periods involved (except as stated in the published financial statements) and present truly and fairly the financial position and results of operations of the Borrower; and, save as mentioned above, the Borrower has no liabilities or obligations of any nature (absolute, accrued, contingent or otherwise) which are not fully reflected or reserved against in the balance sheet included in such financial statements;
- (q) No proceedings have been initiated or events occurred in connection with insolvency, bankruptcy, protection against creditors or as a relief undertaking or other similar matters in relation to the Borrower, and there is no order for the appointment of a receiver, administrator or other similar person or authority in relation to the business, undertaking or assets of the Borrower;
- (r) The Borrower shall promptly inform the Lender if he voluntarily and involuntarily becomes the subject of any insolvency or bankruptcy law or if the Borrower is a company, of any notice received by it of any application for winding up having been made or statutory notice of winding up under the provisions of the Companies Act, 2013/1956 or, without limitation, any other notice under any other law or otherwise any suit or other legal process intended to be filed or initiated against it or notice of default of the Borrower with any other person

- (s) The Borrower shall inform the Lender of any notice under any law or otherwise any suit or other legal process intended to be filed or initiated against the Borrower and affecting the title of the Person(s) creating the Security in respect of the Securities or if a receiver and/or liquidator is appointed in respect of the same;
- (t) The Borrower agrees and acknowledges that the Lender shall have a right to call for the information, as it may deem fit including but not limited to annual balance sheet and income tax returns of the Borrower.
- (u) The Borrower agrees that in case of financing for the purpose of subscribing in public issues of body(ies) corporate, the Lender reserves the right to reject the application or subscription form received from the Borrower without assigning any reason, modify the terms of the Demand Loan Facility sanctioned, or not to submit the application or subscription form with the lesser amount of Securities than originally agreed with the Borrower. The Lender shall in no way be liable for non- receipt or late receipt of any communication or for the application or subscription form being rejected for any reason whatsoever or for applying or getting allotment of a lesser number of Securities or for non-submission of application or subscription form. The Lender shall notify to the Borrower the fact of non-submission of application or subscription form, if any.
- (v) The Borrower is not disqualified under any rules, regulations, bye-laws, acts and laws for the time being in force in India to deal in Securities and shall inform the Lender within 24 hours of the Borrower suffering any such disqualification. Without prejudice to the foregoing, the Borrower shall intimate the Lender within 24 hours of he/she/it receiving any show cause notice from SEBI or any Stock Exchange or any Depository or the Forward Market Commission or the Enforcement Directorate under any law or regulations for the time being in force. The Borrower is not a Trading member or Sub broker affiliated to the main broker of National Stock Exchange of India Ltd., Mumbai ("NSE") or Bombay Stock Exchange Limited, Mumbai (BSE) and is not expelled or suspended member or broker of the recognized Stock Exchanges in India;
- (w) If the Borrower is a partnership firm, it shall:
 - (i) If promptly notify the Lender of any and every change in the constitution of its partnership whether on account of the admission of a new partner or the retirement, death or insolvency of any partner;
 - (ii) Not take any steps for dissolution of its partnership at any time during the term of this Agreement.

24.2 Positive Covenants

The Borrower irrevocably and unconditionally covenants and undertakes that until the Final Settlement Date, it shall:

- (a) Maintain its corporate existence and shall maintain all rights and privileges enjoyed and obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all Government and other approvals required to enable it to lawfully carry on its business and own its assets and properties;
- (b) Obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all Government and other corporate approvals as may be required to enable it to enter into and perform its obligations under the Facility Documents and to ensure the legality, validity, enforceability or admissibility in evidence of the Facility Documents and this Agreement;
- (c) Pay regularly all taxes, assessments, dues, duties and impositions as may, from time to time be payable to any Governmental Authority;
- (d) Maintain insurance on and in relation to its business and assets with an insurance company or companies against such risks and to such extent as is usual for the person carrying on the business such as that carried on by the Borrower;
- (e) Pay or reimburse to the Lender all charges, taxes or penalties imposed on or in pursuance of the Facility Amount or on any instruments, issued hereunder;
- (f) Apply and procure the Security Provider to apply all dividends declared and paid by the issuers of the Securities comprised in the collaterals towards payment of the indebtedness of the Borrower;
- (g) Comply and ensure that Security Provider in all respects with the terms of the Facility Documents and Security Documents;
- (h) Do everything which is necessary in the opinion of the Lender to (i) create and perfect the Security Interest with respect to future assets and Securities/Collaterals covered by the Facility Documents (including, without limitation, any further registration or filing in respect of creation of the Security Interest), (ii) create, perfect and maintain the Security Interests in full force and effect at a times (including the priority thereof), and (iii) preserve and protect the Security Interest and protect its rights and title, and the rights and title of the Lender, to the Security Interest;
- (i) Perform and execute, on request of the Lender, such acts and deeds, as may be necessary and/or required to carry out the Intent of the Facility Documents;
- (j) Pay or reimburse to the Lender all charges, taxes or penalties imposed on or in pursuance of the Facility Documents or on any instruments, issued hereunder;
- (k) The Borrower shall immediately inform and notify the changes (if any) in its mobile number email ID ,address and other contact details and shall continuously update the lender with any change in details as provided at the time of availing the facility.

24.3 Negative Covenants:

The Borrower hereby covenants with the Lender that

- (a) The Borrower hereby agrees, undertakes and covenants that no part of the Demand Loan Facility Balance shall in any circumstances be used for financing any takeover related activity, unless such takeover is in full compliance of Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1996. The Borrower unconditionally agrees that if there is any breach of the above Regulations by the Borrower, the Lender shall have the right to terminate this Agreement on the ground of the Borrower having committed an Event of Default. The Lender shall be entitled to sell the secured assets without any notice to the Borrower and no further Disbursement shall be made to the Borrower;
- (b) The Borrower shall not by itself/himself/herself operate the Bank Account and D.P. Account envisaged in Clause 22 (Bank Account and D.P. Account) hereof and agrees and undertakes to empower and enable the Lender to uninterruptedly operate the Bank Account and the D.P. Account.
- (c) The Borrower shall not by himself / herself / itself operate such Bank Account or D.P. Accounts in any manner whatsoever and shall not exercise his/her/its right to transfer funds from such Bank Account to other account or to requisition the cheque book, use of ATM facility, Electronic Clearing System (ECS) / National Automated Clearing House (NACH) facility or Real Time Gross Settlement (RTGS) facility or any other facility whatsoever nor the Borrower shall make any request to the Designated Bank to issue him/her/it or any other Person any pay orders/ demand drafts/any other instruments for any amount, without express consent of the Lender.
- (d) The Borrower shall not by himself / herself / itself operate the D.P. Account in any manner whatsoever and during the period of this Agreement, and shall not request for any instruction facility including request for any Delivery Instruction Slips, transfer of Securities on an off market basis and/or give any e-instruction, or instruction for closure of D.P. Account.
- (e) Create or permit to subsist any Security Interest over all or any of the present or future assets or revenues of the Borrower.
- (f) Effect any change, whether directly or indirectly, in the legal or beneficial ownership or control or management of the Borrower.
- (g) Amend, alter or modify its Memorandum and Articles of Association, Partnership Deed to the disadvantage of the Lender.
- (h) Wind up, liquidate or dissolve or initiate any voluntary winding up process and/or cause any circumstance to arise which could result in any person initiating winding up actions against the Borrower and/or any other actions which in the opinion of the Lender would affect or is likely to affect the rights and benefits of the Lender including their rights in relation to the Security.
- (i) Will not dispose off any or all of its properties or assets except in the ordinary course of business and shall not create and/or cause to be created any Security Interest over its assets.
- (j) Undertake any activities which jeopardizes the interest of the Lender and/or the repayment of the Loan.
- (k) Dissolve Partnership Deed, retire and/or add any person in partnership or file suit for settlement of accounts.

24.4 Information Covenants

The Borrower hereby agrees and undertakes to promptly inform/deliver to the Lender, the following:

- (a) Of any litigation, arbitration or other proceedings before any Governmental Authority which is likely to or could adversely affect the Borrower, Security Provider or its/his/their ability to perform its/his/their obligations under this Facility Documents, forthwith upon such proceedings being instituted or threatened.
- (b) Of the occurrence of any event which it becomes aware of and which might adversely affect, the Borrower or the Security Provider, the ability of the Borrower or Security Provider to perform its/his/their respective obligations under the Facility Documents and/or the enforceability of any of the Facility Documents and/or the rights and remedies available to the Lenders under any of the Facility Documents or otherwise.
- (c) Of the occurrence of any Potential Event of Default or Event of Default and of the steps being taken to remedy the same and will, from time to time, if so requested by the Lender, confirm to the Lender in writing that save as otherwise stated in such confirmation, no default has occurred and is continuing
- (d) Any notice of any application for winding up having been made or receipt of any statutory notice of winding up under the provisions of the Applicable Laws and/or of the occurrence of any events and/or circumstance which would result in the winding up, liquidation or dissolution of the Borrower and/or Security Provider and/or initiation of any voluntary winding up process and/or any other actions which would affect or is likely to affect the rights and benefits of the Lender including their rights in relation to the Securities/ Collaterals.
- (e) Deliver to the Lender in form and details satisfactory to the Lender, such number of copies as the Lender may request of.
 - (i) Un-audited quarterly management statement, accounts and annual accounts within 30 (thirty) days from the close of the relevant period.
 - (ii) Audited accounts within 90 days from the close of the financial year.

- (iii) Certified copies of income tax and/or wealth tax returns, wherever applicable.
- (iv) Such other statement or statements or information pertaining to the operations or Business of the Borrower as the Lender may require; and
- (v) Arrange to furnish annual & quarterly accounts, audit reports of the Company.
- (f) Of any further deterioration in its net worth, from time to time;
- (g) Deliver to the Lender, at the request from the Lender from time to time, a certificate confirming that no Potential Event of Default and/or Event of Default has occurred and is continuing;
- (h) Deliver to the Lender in a form and detail satisfactory to the Lender such number of copies as the Lender may request of the financial statements and accounts (audited and unaudited) and all other information in respect of the Borrower and all other documents required by the Lender, immediately on its request, in any event within 7 Business Days thereof including such other statement or statements or information pertaining to the operations or business of the Borrower and/or the Security Provider, as the Lender may require and all notices or other documents issued by the Borrower to its shareholders or its creditors. Immediately inform the Lender if it has notice of (i) any application for winding up/insolvency having been made or any statutory notice of winding up/insolvency under the Applicable Laws having been received by its or Security Provider; (ii) any proposal by any Governmental Authority to acquire compulsorily the Borrower and/or Security Provider; (iii) any proposed material change in the nature or scope of the business or operations of the Borrower and/or Security Provider; (iv) initiation of any proceeding, enquiry or investigation by Governmental Authority against the Borrower and/or the Security Provider; (v) any decision by the Borrower or Security Provider to initiate proceedings for its/their liquidation or dissolution voluntarily; (vi) any notice received by the Borrower and/or Security Provider from Government Authority including but not limited to Securities Exchange Board of India and Stock Exchanges; (vii) passing of any adverse order or judgment by any judicial or quasi judicial body, court, arbitral and other tribunal; (viii) any notice, information etc. received directly by the Borrower and/or Security Provider from the companies whose Securities have been given as Margin or in security.
- (i) If the Borrower is a Partnership Firm/LLP, it shall; (I) promptly notify the Lender of any and every change in the constitution of its partnership/LLP whether on account of the admission of a new partner or the retirement, death or insolvency of any partner; and (ii) not take any steps for dissolution of its partnership/LLP at any time during the term of this Agreement;
- (j) Keep on intimating any change in its liquid net worth and any deterioration in its net worth, from time to time;
- (k) Immediately inform to the Lender about the borrowings made by its partners/promoter/directors and their relative (as defined under the Companies Act, 2013/1956) and/or its group companies from time to time
- (l) Time, keep all Security Provider(s) informed of the provisions of the Agreement.

Undertakings

The Borrower hereby assures, agrees and undertakes that until the Final Settlement Date, it shall:

- (a) Bear all expenses including legal expenses if any with regard to this transaction including the costs arising in relation to the execution, delivery and the performance of the Facility Documents.
- (b) Amend its constitutional documents to the extent required to give effect to the provisions of Facility Documents;
- (c) Not create or attempt or agree to create or permit to arise or exist any Security Interest of any kind whatsoever over all or any part of the Securities/Collateral other than those created under or pursuant to the terms of the Facility Documents or otherwise assign, transfer, deal with or dispose of in any manner all or any part of the Securities/Collateral;
- (d) Not grant in favour of any other Person any interest in or any option or other rights in respect of any of the Securities / Collateral or Security or any part thereof;
- (e) Make all such filings and registrations and file and submit all such forms, documents, instruments and take all such other steps, as may be necessary in connection with the creation, perfection or protection of the Security Interest or which may be required in connection herewith or therewith;
- (f) Irrevocably appoints the Lender and/or its nominee(s) as its attorney by execution of the Power(s) of Attorney with full authority to act on behalf of the Borrower and in its name and the Borrower agrees that such power would be a power coupled with interest;
- (g) Not do, cause or permit to be done anything which may in any way dilute, diminish, jeopardize or otherwise prejudice the Lender's Security Interest or rights created hereunder or pursuant to this Agreement and the other Facility Documents;
- (h) Furnish to the Lender at the Borrower's own expense such information and reports, as may be required by the Lender; and
- (I) Do all such acts and things as may be required by the Lender.

- (ii) The borrower hereby further assures and undertakes that the amount so borrowed under this agreement shall not be utilized for the purpose of purchase of gold in any form, including primary gold, gold bullion, gold jewellery, gold coins, units of gold exchange traded fund (ETF) & units of gold mutual funds, unless and until the Reserve Bank of India withdraws the restriction on the utilization of borrowed funds for the aforementioned purposes and subsequently the same will be approved by the Lender.
- 24.5** Each of the information referred to herein above including Loan Account(s), Bank Accounts and D.P. Account of the Borrower shall refer to information as at such time and the Borrower shall provide all such information to the Lender at such time. In the event any of the representations being false or incorrect or misleading as on that date, the Borrower shall forth with inform the Lender of the same. Notwithstanding anything stated herein, any breach by the Borrower of the representations, warranties, covenants, shall be deemed to be an Event of Default under this Agreement.
- 24.6** Each of the representations, warranties and covenants contained in this Clause shall be continuing representations. warranties and covenants and shall be deemed to be repeated by the Borrower on the date of execution of Schedule(s) of terms and on the date prior to Disbursement of each the Demand Loan Facilities made or to be made available in accordance with the term and conditions of this Agreement.

25. EVENTS OF DEFAULT AND TERMINATION

- 25.1** In respect of the Demand Loan Facility granted or to be granted by the Lender, the Borrower agrees and declares that, without prejudice to any other provisions of this Agreement, the entire amounts of the Loan Balance then due shall, if so decided by the Lender in its absolute discretion, become forthwith due and payable by the Borrower to the Lender, upon the happening of any of the following Events of Default and the Lender shall be entitled, by giving notice as specified in Clause 27 (*Notice of Default*), to enforce its Security Interest and terminate this Agreement without prejudice to the Lender's other legal rights and remedies:
- (a) If the Borrower defaults in the payment of any part of the Demand Loan Facility Balance or the Loan Balance, as and when the same become payable;
 - (b) The Borrower's failure to make good Margin called within the period stipulated by the Lender in its notice to the Borrower;
 - (c) If the Borrower has made any material misrepresentation of facts, including (without limitation) in relation to the Security;
 - (d) The Borrower acts or desists from acting in any manner which jeopardizes the Security or the powers vested in the Lender under the Power(s) of Attorney from being exercised solely by the Lender (acting through its authorized representatives);
 - (e) The Borrower creates any encumbrance over the Securities, or otherwise takes any action towards creation of such encumbrance over the Securities or if the title of the Borrower to the Securities is in jeopardy or if there is an attachment or lien against the Securities;
 - (f) Breach by the Borrower of a representation, warranty, affirmative covenant, or negative covenant given by the Borrower under this Agreement or if the Borrower commits a breach or Default in the performance or observance of any term, condition, affirmative covenants, negative covenants, undertakings or declarations contained in this Agreement (including in respect of payment of the Demand Loan Facility Balance), the Demand Loan Facility Documents or the Security Documents and on its part to be observed and performed;
 - (g) The Borrower has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking;
 - (h) If there is reasonable apprehension that the Borrower is unable to pay its debts or the Borrower has admitted in writing its inability to pay its debts, as they become payable;
 - (i) There is any commencement/Likely Commencement of a legal process against the Borrower under any criminal law in force;
 - (j) The Borrower ceasing, or threatening to cease, to carry on its business;
 - (k) The Borrower being a partnership firm/LLP, has any steps taken by the Borrower and/or its partners for dissolution of the partnership/LLP;
 - (l) On the death/lunacy or other disability of the Borrower;
 - (m) The occurrence of any event or circumstance which, in the sole opinion of the Lender, is prejudicial to or impairs, imperils or depreciates, or which is likely to prejudice, impair, imperil or depreciate, the interest of the Lender or the Securities given to the Lender;
 - (n) The occurrence of any event or circumstance which in the sole opinion of the Lender prejudicially or adversely affects or is likely to so affect in any manner either the capacity of the Borrower to repay the Loan Balance

- (o) Any Default by the Borrower under this Agreement or the Security Documents.
- (p) Any event the happening of which has been specifically deemed as occurrence of an Event of Default under this Agreement On the question whether any of the above Events of Default have occurred, the decision of the Lender shall be final, conclusive and binding on the Borrower.
- (q) If the Borrower is in breach of any of the term, condition or covenant of this Agreement (including in respect of payment of the Facility Balance) or any Agreements in relation to the security or the Facility Documents
- (r) If representation or statement made by the Borrower and/or the Security Provider under any of the Facility Documents, including any representation or statement with respect to the Security or any certificate or statement delivered by them pursuant thereto is or proves to have been incorrect or misleading or untrue in any material respect;
- (s) If the Security Provider creates any encumbrance over the Securities/Collaterals or otherwise takes any action, towards creation of such encumbrance over the Securities/ Collaterals;
- (t) If the title of the Security Provider to the Securities is in jeopardy or if there is an attachment or lien against the Securities/Collaterals;
- (u) If the Borrower/Security Provider acts/or desists from acting in any manner which will jeopardize the security or the powers vested in the Lender under the power(s) of attorney from being exercised solely by the Lender (acting through its Authorised representatives);
- (v) If there exists any other circumstance, which in the sole opinion of the Lender is prejudicial to the interest of the Lender;
- (w) If an event of default has occurred under any other agreement entered into by the Borrower or any relatives as defined under the Companies Act, 2013/1956/associate/affiliate of the Borrower or a person or entity related to the Borrower with the Lender or any associate/affiliate company of the Lender;
- (x) If the Borrower and/or Security Provider or their respective relatives as defined under the Companies Act, 2013/1956 or associates commit default under any financing agreement entered into by them with any bank, financial institution or non-banking financial company;
- (y) If there occurs any change in the Lender's policies which imperil, delay or prevent the fulfilment by the Lender or the Borrower or the Security Provider of their respective obligations under this Agreement or any of the Facility Documents;
- (z) If there is any change In the ownership or management of the Borrower which in the sole opinion of the Lender would prejudicially affect the Interest of the Lender;
- (aa) If there occur any event, circumstance (including the death and/or insolvency of the Security Provider) or condition which has caused and/or in the opinion of the Lender caused or would cause an adverse change in (i) the financial condition, business or operation of the Borrower and/or Security Provider; or (ii) the ability of the Borrower and/or Security Provider to perform their respective obligations under the Facility Documents; or (iii) the validity or enforceability of any of the Facility Documents and/or the Security Interest (including the ability of the Lender to enforce any of its remedies under any thereof);
- (bb) Any Governmental Authority shall have condemned, nationalized, seized or otherwise expropriated all or any part of the assets of the Borrower or shall have assumed custody or control of the business or operations of the Borrower or shall have taken any action for the dissolution of the Borrower or any action that would prevent the Borrower or its officers from carrying on its business or operations or a substantial part thereof;
- (cc) If any of the Facility Documents once executed and delivered shall fail to provide the Security Interests, rights, title, remedies, powers or privileges intended to be created thereby (including the priority intended to be created thereby) or such Security Interest shall fail to have the priority contemplated under the Facility Documents or any such Facility Documents shall cease to be in full force and effect, or the Security Interest purported to be created thereby is jeopardized or endangered in any manner whatsoever or any other obligations purported to be secured thereby or any part thereof shall be disaffirmed by or on behalf of the Borrower, Security Provider or any other party thereto;
- (dd) If in the opinion of the Lender and/or Security Provider is or will be unable to perform or comply with any of its/their respective obligations under the Facility Documents;
- (ee) If there occurs an event of default under any other Facility Document;
- (ff) If an event, circumstance, change or effect that shall individually or in the aggregate, have or could have a material adverse effect on performance of the obligations of the Borrowers under the Finance Documents;
- (gg) If it becomes unlawful to Lender or Borrower or Security Provider to perform its/their respective obligations under any of the Facility Documents;
- (hh) If Securities Exchange Board of India, Stock Exchanges, regulatory authorities or any other Governmental Authority initiate any enquiry, investigation or proceedings against the Borrower and/or other Security Provider or reprimand, penalize or restraint/debar the Borrower and/or other Security Provider from dealing in Securities in any manner whatsoever;

- (ii) Any adverse order or judgment is passed by any court, judicial or quasi judicial body, arbitral and/or other tribunal, Stock Exchanges or regulatory authority or Securities Exchange Board of India.
- (jj) If the outstanding Loan Balance exceeds 70% or as a value that the Lender determines of the market value of the Securities after applying the appropriate haircut available to the Lender as security/Margin;
- (kk) If in the opinion of the Lender one or more of the Securities / Collateral is/has become volatile, the Lender shall have the right to sell the said Securities/ Collateral. The opinion of the Lender in this regards shall be final and binding upon the Lender;
- (ll) If one or more of the Securities are removed from the Approved List, the Lender shall have the right to sell the said Securities/ Collateral to maintain the Margin or towards adjustment of Indebtedness of the Borrower, after adjustment of the costs/charges incurred on such sale;
- (mm) If the Facility Balance/Loan Balance is not repaid before the date of listing of the Application Securities, as the case may be;
- (nn) If the Lender is of the opinion that further association of the Lender with the Borrower is likely to result in reputational or financial risk to the Lender; or
- (oo) If the amount received from surrendering the Tender Securities is not sufficient to repay/pay the Facility Balance or Loan Balance, as the case may be.

26. REMEDIES

26.1 In the event of occurrence of any Default or any Event of Default, without prejudice to the Lender's other rights and remedies, the Lender shall be entitled to declare the Demand Loan Facility Balance and the Loan Balance forthwith due and payable without any demur or delay and the Lender may:

- (a) Apply and/or appropriate and/or set off any credit balance standing upon any Bank Account(s) of the Borrower with the Lender towards satisfaction of any sum (whether of principal, interest or otherwise) under the Loan Accounts(s) maintained by the Lender and due from the Borrower hereunder;
- (b) In the name of the Borrower, as the attorney of the Borrower, to do all such acts and execute all such documents as the Lender may consider necessary or expedient in this regard;
- (c) Transfer the Securities from the D.P. Account to its own demat account and/or sell and dispose of the Securities as set out in this Agreement and apply and/or appropriate and/or set off the proceeds therefrom against the Loan Balance and/or the Demand Loan Facility Balance; and
- (d) If the Borrower has not drawn down the whole of any of the Demand Loan Facility, the Lender shall have the absolute right and discretion to cancel, suspend or terminate further Disbursements and the Demand Loan Facility.

26.2 Other Consequences of Event of Default

- (a) In addition to rights referred to in Clause 25 and 26.1 here in above, the Lender shall have the following rights and remedies at the cost of the borrower all risks involved in enforcing will be borne by the borrower.
 - (i) Enforce all or any part of the Security Interest created in terms of this Agreement or any other Facility Document including sale or cause to sell the Securities or get the Securities transferred in its own name absolutely without any notice to the Borrower;
 - (ii) Receive all amounts payable in respect of the Securities! Collaterals or otherwise payable thereon including but not limited to the dividends and other distributions;
 - (iii) Pursue any other legal remedy or right provided under law;
 - (iv) Invoke guarantee if any available to the Lender;
 - (v) Exercise any other right provided under this Agreement and other Facility Documents or under Law.
 - (vi) It is clarified that the rights and remedies of the Lender herein are cumulative and are in addition to any rights and remedies provided by the law.
- (b) Upon occurrence of an Event of Default, the Lender shall, without prejudice to its other rights and remedies, be entitled to and shall have absolute power and authority to enforce the Security Interests including but not limited to sale of the Securities/ Collaterals under Security Interest in favour of or for the benefit of the Lender with or without any notice to the Security Provider and use its discretion to; (i) sell and dispose of the Securities/ Collaterals or any part of the same through stock exchange or by public auction or by private treaty, without the Intervention of the Court; (ii) foreclose the right of the Security Provider to seek retransfer of the Securities held by the Lender in its own name and account; as and when the Lender may, in its absolute discretion, deem fit and to apply the net proceeds of such sale or transfer, after adjustment of expenses incurred for the sale/transfer, in satisfaction/liquidation of the indebtedness of the Borrower, In case the Lender exercise the right to foreclosure, the same shall be exercised at the Market Price of the Securities prevailing on the date of exercise of such right. The Lender shall have the power to transfer/sell the Securities/ Collaterals without any further notice or recourse to the Borrower or the Security Provider. The Borrower hereby agrees and undertakes not to raise any dispute as to the timing, manner or value at which the Securities/ Collaterals are transferred by the Lender and shall ensure that the Security Provider does not raise a dispute and the decision made by the Lender shall be final and binding on the Borrower/Security Provider. The Lender shall not be liable for any loss arising due to the sale or transfer of the Securities under this Clause.

27. NOTICE OF DEFAULT

- 27.1** If Default or an Event of Default occurs, the Lender shall give notice of three days to the Borrower in writing specifying the nature of such Event of Default or of such event except for Event of Default as specified in Sub-clause (a) to (d) of Clause 26 (*Remedies*) where no notice shall be required to be given. If the Event of Default is capable of being cured or remedied, the Borrower shall cure or remedy such Event of Default or such event before the expiry of the period specified in the notice.
- 27.2** Upon the expiry of the period of notice or if no notice is required to be given, unless the Lender gives further time or other accommodation in writing, the Loan Balance shall immediately stand repayable by the Borrower to the Lender without any demur or delay and the Security Interest shall immediately become enforceable. The Lender may also terminate this Agreement at any time after the expiry of the period of notice.
- 27.3** If the Event of Default is the reference or application made by the Borrower for being declared a sick company under any legislation relating to financially weak companies including, without limitation, the Sick Industrial Companies (Special Provisions) Act, 1985 or the Bombay Relief Undertaking (Special Provisions) Act, 1958, no notice shall be required under this Clause and the Loan Balance shall be deemed to have become payable to the Lender without any demur or delay immediately before the making of the reference or application and the Security Interest shall be deemed to have become simultaneously enforceable.

28. ENFORCEMENT OF THE SECURITY INTEREST

- 28.1** Without prejudice to the provisions of Clause 13 (Repayment on Demand and Otherwise) and Clause 22 (*Bank Account and D.P. Account*) hereof, upon the Security Interest so created becoming enforceable, under Clause 27 (*Notice of Default*), the Lender shall, without prejudice to its other rights and remedies, be entitled to and shall have absolute power and authority to use its discretion to sell and dispose of the Securities or any part thereof either by sale on the Stock Exchanges or otherwise in any manner whatsoever or by repurchase of units by the mutual fund or by public auction or by private sale, without (as far as may be) the intervention of the Court, as and when the Lender may, in its absolute discretion, deem fit and to apply the net proceeds of such sale in satisfaction so far as the same will extend towards liquidation of the Loan Balance. The Lender shall have the power to transfer or sell the Securities without any further notice or recourse to the Borrower. The Borrower hereby agrees and undertake not to raise any dispute as to the manner, mode and the price at which the Securities are sold or transferred by the Lender and the decision made by the Lender shall be final and binding on the Borrower. The Lender shall not be liable for any loss arising due to the sale or transfer of the Securities under this Clause.
- 28.2** Notwithstanding any cancellation or termination pursuant to the provisions of this Clause, all the provisions of this Agreement shall continue in full force and effect as herein specifically provided mutatis mutandis till such time as the Loan Balance is repaid by the Borrower.

29. MAKING GOOD ANY SHORTFALL

- 29.1** If the net sum realized by the sale under Clause 28 (*Enforcement of Security Interest*) herein is insufficient to cover the full amount of the Loan Balance or Indebtedness of the Borrower, the Borrower agrees to pay to the Lender forthwith at the Lender's demand such amount as will make up the shortfall.

30. MARKET DISRUPTION EVENT AND SALE OF SECURITIES

- 30.1** Notwithstanding anything inconsistent contained in any other provision of this Agreement, if during the tenure of the Lending Exposure, the Lender is of the view that the Value of Securities are fast eroding or are likely to erode or situations or circumstances have arisen or are likely to arise which may jeopardize its interest and expose it or are likely to expose it to any financial loss or damage (*Market Disruption Event*) the Lender shall demand repayment of the Loan Balance on immediate basis, and without any notice to the Borrower, have the right and authority to sell/ dispose the Securities, whether pledged or otherwise, in any manner as it deems fit and receive the sale proceeds and appropriate the same towards the Loan Balance. The Borrower hereby irrevocably authorizes the Lender in such case, to take all acts as contemplated herein above.
- 30.2** The Borrower having obtained professional legal advice, acknowledges and agrees that the right to sell Securities contained in this Clause and in Clause 13 (Repayment on Demand and Otherwise) and Clause 22 (Bank Account and D.P. Account) hereof are reasonable and conscionable to protect the interests of the Lender in respect of repayment of the Loan Balance having regard to the inherent risk associated with the Securities and their market prices. Any action taken by the Lender in terms of this Clause shall not be capable of being challenged by the Borrower, and the Lender shall not be liable to the Borrower for any loss or damage which may be caused to the Borrower as a result.

- 30.3** The Borrower confirms that he/she/it is fully aware of the provisions of this Agreement, including Clause 24.3 (*Borrower's Negative Covenants*) and the right to sell Securities contained in this Clause and in Clause 13 (*Repayment on Demand and Otherwise*), Clause 17 (*Cross Defaults*), and Clause 22 (*Bank Account and D.P. Account*) and acknowledges that the terms and conditions of this Agreement have been agreed by him/her/it notwithstanding its provisions.
- 30.4** For any part of the Loan Balance which remains outstanding, the Borrower shall continue to be liable to the Lender.

31. APPROVED SECURITIES AND OTHER GENERAL PROVISIONS

31.1

- (a) The Demand Loan Facility to the Borrower will be permitted only in respect of Securities, which forms part of the Approved Securities list provided by the Lender from time to time.
- (b) The Borrower agrees that notwithstanding anything to the contrary contained or implied in the Agreement, the Lender may in its sole discretion from time to time and without assigning any reason, decide the requirements of Securities composition, criteria, maximum/minimum number of Securities, maximum amount up to which the Borrower shall be permitted to take exposure in Securities and the Borrower shall be bound by the same. All such terms shall come into effect forthwith upon being intimated to the Borrower.
- (c) The Lender, with a view to follow prudent risk management policies, shall be entitled to impose Securities wise limits on Borrower from time to time as it may deem fit. Additionally, the Lender shall have a right to impose specific limits in respect of each of the Securities as a whole (that is, the limit upto which the Lender shall provide the Demand Loan Facility in specific categories of Securities across all the Borrowers). The Borrower agrees and undertakes to abide by such limits. The choice of the Securities and the extent of the limits shall be at the sole discretion of the Lender and the Borrower shall abide by the same.
- (d) The Lender may, at its sole discretion, move any of the Securities from the Approved Securities list to the non-approved category either for the purpose of taking trading position by the Borrower or for the purpose of creating Security in favour of the Lender and shall be entitled to review from time to time the Approved Securities list and non approved categories and to make such changes therein as it may, in its absolute discretion, deem necessary. Where any Securities are moved from the Approved Securities list to the non-approved category, the Borrower shall within three days from such removal be required by the Lender to make good the shortfall, if any, in the Margin either by Cash Deposit or by providing other suitable Securities from the Approved Securities list of the Lender.
- (e) The Lender may grant and/or transfer to any person, bank or financial institution, for any purpose whatsoever, any of its rights under this Agreement and the Demand Loan Facility Documents and Security Documents, including the right to receive the Loan Balance and/or any amounts received/receivable by the Lender in respect of or in relation to the Securities and in particular may grant or transfer such rights by way of a sale or as a charge or as a Security and any Person to whom such rights are granted or transferred shall be entitled to the full benefit of such rights. Save as aforesaid, this Agreement shall be binding upon and shall ensure for the benefit of the Lender and its successors in title and assigns.
- (f) Notwithstanding the generality of the foregoing, the Lender may at any time, without any consent of or further reference to the Borrower, sell Securities, assign or transfer all or any of his/her/its/their rights, benefits and/or obligations under this Agreement to any other persons, companies, firms, lenders and/or financial institutions and/or obtain risk participation or financial participation in the Lending Exposure from any other persons, companies, firms, lenders or financial institutions and the same shall be binding on the Borrower.
- (g) Without prejudice to any other provisions of this Agreement, in the event of any default in payment of the Demand Loan Facility Balance, Loan Balance or any part thereof or breach of any provision of this Agreement by the Borrower, the Lender or its nominees shall be entitled to be registered as the beneficial owner of the dematerialized Securities or such part thereof as the Lender deems fit and the Borrower irrevocably agrees and undertakes not to make any opposition to the same.
- (h) If so permitted by the rules, bye-laws and regulations of the concerned depository, the Lender may sell, realise and/or dispose of the dematerialized Securities or any of them without having the same first transferred to or registered in the name of the Lender.
- (i) The Lender shall also have the right to convert the dematerialized shares into physical shares and vice versa and the Borrower shall take all such steps required in that regard as required by the relevant laws for the time being in force.
- (j) In the event of the Lender selling, assigning and/or transferring its rights, benefits and/or obligations under this Agreement and/or obtaining risk or financial participation, all the terms, conditions, representations, warranties and covenants contained herein on the part of the Borrower shall be valid, binding and in full force and effect in favour of the other persons, companies, firms, lenders and/or financial institutions which may be the transferees or which may be participating in the Lending Exposure.

- (k) The Lender shall be entitled to alter or amend any of the terms and conditions subject to which the Lending Exposure is granted or any Disbursement made under or pursuant to this Agreement. The Borrower hereby agrees or undertakes to execute all such documents or writings as the Lender may, at its sole discretion, from time to time require for the better or further protection of its interest including without limitation the sale and enforcement of the Securities or any of them and the due repayment by the Borrower to the Lender of the Demand Loan Facility Balance and/or the Loan Balance in terms of this Agreement.
- (l) Without prejudice to any other provisions of this Agreement, to empower Lender to sell Securities as enumerated in this Agreement including but not limited to in Clauses 9 (*Additional Security*), 10 (*Right of Sale*), 13 (*Repayment on Demand or Otherwise*), 22 (*Bank Account and D.P. Account*), 27 (*Notice of Default*) and 30 (*Market Disruption Event And Sale of Securities*), the Borrower hereby irrevocably authorizes the Lender to sell or dispose of the Securities bought or held by it, as a Security through the Stock Broker or any other stock broker, which may or may not be an Affiliate or Associate company of the Lender or through any other means or Person whatsoever and collect the sale proceeds thereof to clear Indebtedness of the Borrower. The surplus, if any, remaining after recovery of the dues by the Lender shall be refunded by the Lender to the Borrower. The Borrower hereby agrees and undertakes to notify the Stock Broker designated by the Lender to accept the sell orders given by the Lender on his behalf from time to time and accordingly execute the transactions on his behalf.
- (m) Subject to applicable taxation laws, in force from time to time, the Lender shall not be responsible for deduction and payment of tax at source (TDS), if applicable, on interest payable under this Agreement by the Borrower to the Lender.
- (n) The Borrower agrees that the Lender may in its turn place any of the securities interest documents and/or Demand Loan Facility Documents placed by him/her/it as Margin by way of pledge or hypothecation or margin on his behalf with any person, firms, exchanges, banks, financial institution or other lending institutions to meet its own obligations, as the Lender may deem fit. The Borrower authorizes the Lender to do all such acts, deeds and things as may be necessary and expedient for the above purpose.
- (o) The Borrower shall not have any right to proceed in any manner against any person, firm, exchanges, banks, financial institution or other lending institutions in respect of the securities interest documents and/or Demand loan Facility Documents pledged by the Lender in the matter of any dispute between the Borrower and the Lender, which may or may not concern securities interest documents and/or Demand Loan Facility Documents provided by the Borrower.
- (p) The Borrower and the Lender hereby agree and confirm that all rights, liabilities and obligations pertaining to the pledged securities interest documents and/or Demand Loan Facility Documents shall be subject to the rights of persons, firms, exchanges, banks, financial institutions or other lending institutions. in whose favour pledge has been created by the Lender. The Borrower hereby further agrees and confirms that the pledge created in favour of persons, firm, exchanges, banks, financial institution or other lending institutions by the Lender shall not be released or discharged until repayment of the loan availed by the Lender from persons, firms, exchanges, banks, financial institution, or other lending institutions. The Borrower shall raise no objection to any action taken by persons, firms, exchange, banks, financial institutions or other lending institutions against the Lender pursuant to the aforesaid pledge.

32. INDEMNITY

- 32.1** The Borrower agrees to indemnify and keep indemnified and save harmless the Lender, its directors, officers and agents at all the times from all or any losses, costs, damages, charges and expenses or other liabilities whatsoever incurred or suffered by the Lender due to breach by the Borrower of any provision of this Agreement. Also the Borrower agrees to indemnify and keep indemnified and save harmless the Lender at all the times from all or any losses, expenses or other liabilities whatsoever incurred or suffered by the Lender due to any dispute on title of Securities delivered to and/or on which Security Interest has been created in favor of the Lender. The Borrower agrees that he is liable to pay the stamp duty, other fees as applicable on all the documents/ instruments executed by and between the parties or any of them pursuant to the loan granted by the Lender to the Borrower including but not limited to the agreement and keep the Lender indemnified against all loss, costs, charges and expenses that may be suffered or incurred by the Lender by way of any direct or indirect taxes such as service tax, transaction tax, stamp duty or other fees of any nature. Additionally, the Borrower shall also be liable to make payment of all costs, charges, expenses including interest and penalty, if any, payable as a result of non-payment or payment of deficient stamp duty on any of the aforesaid documents, including but not limited to the Demand Loan Facility agreement and all legal costs as between the attorney and clients on a full indemnity basis.

33. NO WAIVER

- 33.1** No delay in exercising or omission to exercise any right, power or remedy accruing to the Lender upon any default or Event of Default under this Agreement shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default or Event of Default, nor shall the action or inaction of or by the Lender in respect of such default or Event of Default or any acquiescence by it in any default or Event of Default, affect or impair any right, power or remedy of the Lender in respect of any other default or Event of Default.

34. FAILURE TO GIVE NOTICE

- 34.1** If, due to any circumstances, the Lender does not give the Borrower the notice referred to under Clause 18 (Repayment / Renewal of Demand Loan Facilities on Repayment) or Clause 27 (Notice of Default) above, prior to enforcement of the Security Interest, or if the Lender enforces the Security Interest prior to the expiry of the period of notice, the Borrower agrees that he/she/it shall not be entitled to any remedy.

35. NOTICES

- 35.1** Any notice or other communication to be given by one Party to the other under or in connection with this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by confirmed facsimile transmission or by prepaid registered post or courier to the addressee at the address and/or number (if any), of that party herein above. Certain communications as mentioned herein above shall be addressed to the Borrower at his address as per the details given in Schedule(s)

The Lender :

TRADEWELL CAPFIN PRIVATE LIMITED.

Flat No.204,Anushka trendz,BN Reddy Colony,Road No.14,Banjara Hills, Hyderabad – 500034,Telangana,India.

Attn: _____ Tel No: _____

Fax No: _____ Email: _____ 34

- 35.2** Any communication sent by the Lender to the Borrower shall be deemed to have been properly delivered or served, even if such communication is returned to the Lender as unclaimed, refused or undelivered, if the same is served at address as shown in this Agreement or as subsequently modified by notice in writing to the Lender.
- 35.3** Notwithstanding the above, any communication relating to Margin calls, change in list of approved securities, change in rate of margin, change of composition of Securities wise limit and/or any other similar matters between the Parties may be communicated orally or by email or facsimile transmission.
- 35.4** Provided however that any notice or communication to the Lender shall be effective only on actual receipt by the officer of the Lender for whose attention the notice or communication has been expressly marked.
- 35.5** The Borrower agrees that:-
- (i) He/she/it shall provide valid mobile number to the Lender which shall be incorporated in the Schedule of Terms. During the currency of the Loan such mobile number shall be functional. It shall be duty of the Borrower to ensure that the mobile number provided under the Schedule & Terms is correct and in operation and/or in working condition at all the time.
 - (ii) In case the Borrower provided and /or incorporated different mobile number in the different Schedule(s) of Terms, the Lender may send notice/communication on any of the mobile number, at its discretion. The Borrower shall be under the obligation to immediately communicate to the Lender about any change in the mobile number. However the Lender may give effect of such change after completion of their processes in this regard. The Lender shall send the SMS to the new mobile number only after the same has been incorporated in its record.
 - (iii) The notice/information/communication through SMS sent to the Borrower shall be deemed to have been received by the Borrower once it is sent by the Lender and the lender shall not be under any obligation to confirm the authenticity of the person (s) receiving the SMS.
 - (iv) The Lender shall not be liable for any inaccuracy error or omission or interruption of the data contained in the SMS.
 - (v) The Borrower shall provide e-mail ID in the Schedule of Terms. Any change in the e-mail ID shall immediately be communicated to the Lender.
 - (vi) The non-receipt of bounced mail notification by the Lender shall amount to delivery of the notice/communication sent to the Borrower on such e-mail ID.
- 35.6** The Borrower shall give prior notice in writing of 7 Business Days to the Lender before effecting any charge in its address.

36. STAMP DUTY, TAXES

36.1

- (a) The Borrower shall be liable for stamp duty, registration charges and other taxes (including interest tax, if applicable) relating to this Agreement and any other agreement or document including Security Documents executed in pursuance of this Agreement. The Borrower shall be responsible to pay and, shall within three Business Days of demand, indemnify the Lender against any cost, loss or liability that the Lender incurs in relation to all stamp duty, registration and other similar Taxes, payable in respect of this Agreement, Schedule(s) of Terms or any Security Document. The amount of stamp duty, registration and other similar Taxes if not paid on demand by the Borrower shall form part of the Demand Loan Facility.
- (b) Notwithstanding anything to the contrary stated herein, it is expressly agreed that all payments to be made to the Lender under this Agreement shall be made free and clear of and without any deduction for or on account of any Taxes and without any set-off or counter-claim. If the Borrower is required to make deduction on account of any taxes, then, in such case, the sum payable to the Lender shall be increased to the extent necessary to ensure that after making such deduction, the Lender receives and retains (without any liability for such deductions) a sum equal to the sum which it would have received and retained had no such deduction been made or required to be made. In case the Borrower is required to make deduction or withholding in respect of any taxes calculated with reference to the income received by the Lender, the Borrower shall deliver to the Lender tax withholding or tax deduction certificates in respect of such withholding or deduction.
- (c) Without prejudice to the provisions of Clause 36 (a) & (b) above, if the Lender is required to make any payment on account of any Taxes in relation to any sum received or receivable by it hereunder or any liability in respect of such payment is imposed, levied or assessed against the Lender, the Borrower shall, upon demand of the Lender, promptly reimburse the Lender such payment or liability together with interest, penalties and expenses, if any, payable or incurred in connection therewith.

37. APPROPRIATION

- 37.1** Notwithstanding anything contained herein, if the Lender is informed or becomes aware of another similar agreement or transaction entered into by the Borrower, or by any Associate or Affiliate or any Person or entity related to the Borrower, with the Lender, the Lender may use the Securities that may be deposited with the Lender under such agreement towards fulfillment of the Margin requirement of the Borrower and vice versa and consequently any Securities deposited by the Borrower with the Lender which is in excess of the Margin required to be maintained herein shall not be returned to the Borrower in the event that such Securities are appropriated by the Lender towards fulfillment of the Margin requirement under such other agreement.

38. SEVERABILITY

- 38.1** If one or more rights or provisions set forth in this Agreement are invalid or unenforceable, it is agreed that the remainder of this Agreement shall be enforceable and to the extent permitted by law, the Parties intentions, as reflected in any such right or provision that is invalid or unenforceable, shall be given effect to.

39. DUE DATE OF PAYMENT

- 39.1** If the due date in respect of any instalment of principal, interest and all other monies payable under this Agreement falls on a day which is not a Business Day then immediately preceding Business Day shall be the due date for such payment.

40. COMMITMENT FEE

- 40.1** If set out in the Schedule(s) of Term, the Borrower shall ensure monthly minimum average utilization of the Facility at the level set out in said Schedule of Terms (hereinafter referred to as the "Monthly Minimum Average Utilization"). If in any month the Borrower fails to utilize the Facility to the extent of Monthly Minimum Average Utilization then the Borrower shall pay the commitment fee at the rate and on such part of the Facility as may be set out in Schedule of Terms for the said month. The commitment fee will be calculated on the last day of each month and shall be payable on the interest payment date for the said month.

41. DISCLOSING OF INFORMATION

41.1

- (a) The Borrower hereby irrevocably agrees to and consents to the Lender disclosing at any time and sharing with or in any manner making available to any agencies, bureaus, companies, firms, associations, corporate or unincorporated bodies and other Persons, including any outside agencies and credit bureaus (whether for its own use or for onward communication or disclosure by them to others including Court of Law) any information

whatsoever concerning the Borrower including the Borrower's Loan Account(s), the Borrower's financial relationship and history with the Lender, the manner of operation of the Borrower's Loan Account(s), the debit or credit balance in any and all Loan Account(s) of the Borrower, any default(s) by the Borrower, any Security created by the Borrower in favour of the Lender for this or any other financial relationship or facilities sanctioned or to be sanctioned to the Borrower and/or the identities, ages, addresses, telephone and fax numbers and other information of or relating to the Borrower's directors, shareholders, members, partners and proprietors (hereinafter collectively referred to as "the Information"). The Borrower shall not hold the Lender responsible for sharing and/or disclosing the Information now or in the future and also for any consequences suffered by the Borrower and/or others by reason thereof. The provisions of this Clause shall survive even after the term or termination of this Agreement and the repayment of the Borrower's dues by the Borrower. The Prevention of Money Laundering Act (PMLA), 2002 has been made applicable to banks and intermediaries including the Lender and as part of the regulatory requirements, the Lender is expected to inform the concerned regulatory authorities about the transactions which are suspicious and provide them all the details as may be required. In an unlikely event, the Lender may be required to report the details of the borrower and transactions undertaken by the Borrower to the concerned authorities if they are suspicious according to the Lender's understanding.

- (b) The Borrower hereby agrees and gives his/her/its consent for the disclosure by the Lender all or any information and data relating to the Borrower including the information or data relating to Loan, any credit facility availed of/to be availed of, by the Borrower and default, if any, committed by the Borrower, in discharge of the Borrower's such obligation as the Lender may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Limited (CIBIL) or any other agency authorised in this behalf by Reserve Bank of India (RBI) or by Applicable Law. The Borrower hereby declares that the information and data furnished by the Borrower to the Lender are true and correct.
- (c) The Borrower undertakes that:
 - (i) The CIBIL and any other agency so authorised may use, process the said information and data disclosed by the Lender in the manner as deemed fit by them; and
 - (ii) The CIBIL and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.

42. GOVERNING LAWS AND JURISDICTION

42.1

(a) Governing Laws

This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with, the laws of India.

(b) Jurisdiction

- (i) Subject to clause 42(b)(iii) below, the Borrower agrees that the courts and tribunals at Hyderabad, shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceedings (together referred to as "Proceedings") arising out of or in connection with this Agreement may be brought in such courts or the tribunals and the Parties irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts or tribunals.
- (ii) The Borrower irrevocably waives any objection now or in future, to the laying of the venue of any Proceedings in the courts and tribunals at Hyderabad and any claim that any such Proceedings have been brought in an Inconvenient forum and further irrevocably agrees that a judgement in any Proceedings brought in the courts and tribunals at Hyderabad shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgement, a certified copy of which shall be conclusive evidence of such Judgement or in any other manner provided by law.
- (iii) Nothing contained in this Clause, shall limit any right of the Lender to take Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdiction preclude the taking of Proceedings in any other jurisdiction whether concurrently or not and the Borrower irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal and the Borrower irrevocably waives any objection it may have now or in the future to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum.
- (iv) The Borrower hereby consents generally in respect of any Proceedings arising out of or in connection with this Agreement to the giving of any relief or the issue of any process in connection with such Proceedings including,

without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgement which may be made or given in such Proceedings.

- (v) To the extent that the Borrower may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before Judgement or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Borrower agrees not to claim and irrevocably waives, such immunity.

43. CONTINUING AGREEMENT

43.1

- (a) This Agreement, the Security created hereunder, the postdated cheques and other deeds, documents executed by the Borrower and all other Security to which the Lender may be entitled shall be continuing Security to the Lender for the due payment of the amounts secured as stated herein and shall be enforceable for all monies which now are or may at any time hereafter become due and owing by the Borrower to the Lender and whether or not from time to time there may be nothing owing or the Loan Account may be in credit, the intention being that such Security shall be applicable to the ultimate Loan Balance that may become due to the Lender by the Borrower.
- (b) The Borrower agrees that the Powers Of Attorney, transfer deeds and other documents and writings executed and/or to be executed by the Borrower shall be irrevocable and shall not be revoked by the death, dissolution, winding up of the Borrower and the Lender may, notwithstanding the death, dissolution, winding up of the Borrower, sell the Security created by the Borrower in favour of the Lender and/or cause the Security to be transferred and/or otherwise act pursuant to the said Power Of Attorney, guarantees, transfer deeds and the other documents and writings executed by the Borrower.
- (c) This Agreement shall not be affected by the Borrower's death, dissolution and/or winding-up during the continuance of this Agreement, and its/his/her/ their estate, effects, heirs, executors, administrators and legal representatives will continue to be liable for full payment of all the moneys payable and/or due hereunder.
- (d) This Agreement shall be binding upon the Borrower and the Borrower's heirs, executors, administrators and legal representatives for the benefit of the Lender and its successors and assigns.

44. DEMAND LOAN FACILITY DOCUMENTS

44.1

- (a) This Agreement containing the general terms and conditions in respect of the Demand Loan Facility shall be read along with the concerned Demand Loan Facility Documents (*which includes the relevant Security Documents*) executed by the Borrower at the time the Borrower actually avails of the Demand Loan Facility.
- (b) Each of the representations, warranties and covenants contained in Clause 24 (*Borrower's Declarations, Covenants, Representations and Warranties*) above shall be deemed to be given by the Borrower at the time of executing this Agreement and shall be deemed to be continuing representations, warranties and covenants. which shall be deemed to have been repeated by the Borrower on the date of and on the date prior to each of the proposed sanctioning of the Demand Loan Facility upon execution of respective Schedule(s) of Terms and on the date on which the Disbursement is made or to be made in accordance with the terms and conditions of this Agreement and the concerned Security Documents.
- (c) In case of any ambiguity, inconsistency or differences between this Agreement and the concerned Demand Loan Facility Documents, the Demand Loan Facility Documents shall prevail.

45. VARIATION OF TERMS AND CONDITIONS OF THE LENDING EXPOSURE

- 45.1** The Borrower agrees that notwithstanding anything to the contrary herein above contained or implied, the Lender may in its sole discretion from time to time and without assigning any reason terminate the Lending Exposure, change the interest rate, increase or decrease the Lending Exposure, require the Borrower to deposit additional Securities acceptable to the Lender, specify the Securities acceptable to it, declare as unacceptable Securities accepted by it on an earlier occasion change the requirements of Securities composition, criteria, maximum/minimum number of Securities, Margin, and/or require the Borrower to reduce the debit balance in the account to a limit acceptable to the Lender and the Borrower shall be bound by the same. All such changes variations shall come into effect forthwith upon being notified to the Borrower. Securities declared by the Lender to be unacceptable shall nevertheless continue to be pledged to the Lender unless the Lender releases them.

46. PREPAYMENT

46.1

- (a) The Borrower shall not, without the approval of the Lender, be entitled to prepay the outstanding amount of the Demand Loan and/ or Loan Balance including interest or any part thereof before the tenure of the Demand Loan facility. The Lender may at its discretion give approval subject to the Borrower fulfilling any terms and conditions as may be prescribed.
- (b) Except under current account facility, the Borrower shall be required to compensate the Lender for all funding costs, breakage and other costs incurred by the Lender ('Prepayment Costs') as a result of any such prepayment for any reason, including but not limited to prepayments made at the request of the Borrower or as a result of the occurrence of an Event of Default. The Lender shall be entitled to determine the Prepayment Costs and any such determination by the Lender shall be binding on the Borrower.
- (c) All amounts prepaid will be applied by the Lender towards the Indebtedness of the Borrower in such manner as the Lender may deem fit and no amount which is prepaid, except where current account facility is available, shall be capable of being subsequently re-borrowed by the Borrower
- (d) The above mentioned prepayment costs may be varied by the Lender from time to time and the Lender will endeavour to give prior notice by email or in newspaper or put up the same on the website or any other manner as the Lender may deem fit, as the case may be, wherever feasible and such changes of prepayment Costs will thereupon apply to and be binding on the Borrower. The Borrower(s) acknowledges its awareness and knowledge of the such costs and of the fact that the same will fluctuate throughout the tenure of the Loan unless otherwise provided in the Schedule of Terms. The Borrower agrees and accepts that the prepayment costs as may, from time to time, be declared by the Lender shall be binding on the Borrower.

47. SCHEDULE(S) OF TERMS TO FORM AN INTEGRAL PART OF THIS AGREEMENT

- 47.1** This Agreement shall be read with the Schedule of Terms contained in the Annexure hereto which shall form an integral part of this Agreement and be deemed incorporated herein by reference and the Parties hereto agree to accept and be bound by the provisions thereof and hereof.

48. ARBITRATION

- 48.1** Any and all disputes arising out of or in connection with this Agreement and the schedule(s) of Terms / Repayment Schedule(s) attached hereto or the performance of this Agreement shall be settled by the arbitration to be referred to a sole arbitrator to be appointed by the Lender and the award thereupon shall be in **Hyderabad**, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory amendments thereof.

49. PLACE AND MODE OF PAYMENT BY THE BORROWER

- 49.1** Unless otherwise advised by the Lender, all monies payable by the Borrower to the Lender shall be paid to them at Hyderabad or at any other place communicated by the Lender in writing or any other means by cheque or by bank draft drawn in favour of the Lender on a scheduled bank or RTGS remittance and shall be so paid as to enable the Lender to realize, at par, the amount on or before the relative Due Date. Credit for all payment by local cheque / bank draft/RTGS remittance will be given on realization of the amount or the relative Due Date, whichever is later.

50. CURRENT ACCOUNT FACILITY (APPLICABLE IF SPECIFIED IN THE SCHEDULE(S) OF TERMS)

50.1

- (a) If so provided in the Schedule of Terms, the Lender shall maintain an account in the nature of a current account in the name of the Borrower showing the Facility(ies), the Margin paid by the Borrower from time to time. In the event any monies are remaining due and payable by the Borrower to the Lender under this Agreement and/or Schedule of Term (s) or otherwise, the Lender may, at its sole discretion, adjust such monies against the available limit and all such adjustment shall be treated as draws by the Borrower/s.
- (b) The Borrower agrees and acknowledges that at all times the amounts previously drawn and outstanding together with amounts proposed to be drawn under a particular Facility shall not exceed the principal amount of the said Facility. Subject to this, whenever the Borrower wishes to draw sums out of the Facility, the Borrower shall inform the Lender not less than two Business Days in advance of the Borrower's requirement and shall tender to the Lender, Securities/collaterals to fulfil Margin requirements. The Lender shall not be obliged to disburse the Facility unless the Borrower shall have deposited the Securities/ Collaterals or provided the margin in other form and manner acceptable to the Lender and have fulfilled all other conditions as may be prescribed.

- (c) If, at any time during the currency of this Agreement, the Borrower wishes to repay any part of the Loan then outstanding, the Borrower may do so by giving to the Lender a notice of not less than two Business Days. The principal amount so repaid under current account facility shall again be available for disbursement during the currency of the Facility.
- (d) The Lender may at its sole discretion and on such terms and conditions as the Lender may deem fit agree to the Borrower/s request for enhancement or increase in the limit. The Lender, however, shall have the right to withdraw the current account facility or reduce the limit available under such limit at any time. The Lenders decision in this respect shall be final and binding on the Borrower.
- (e) The Borrower may pay commitment fee on as may be decided on such rate as may be stipulated in the Schedule of Term. The commitment fee for a particular month shall be payable along with interest for the said month on the due date for payment of said Interest.

51. LIEN/CHARGE

51.1 The Lender shall have a Security Interest on all the amounts that may be deposited and the Securities held in the Designated Accounts. The Security Interest shall become effective from the time when such Designated Accounts are opened. All monies, Securities / Collaterals and/or contracts or other property, which the Lender may hold on the account of the Borrower, subject to hair cut as applicable of its value, shall be held subject to Security Interest in favour of the Lender for the discharge of the Indebtedness of the Borrower. In addition, the Borrower agrees that all monies, Securities/ Collaterals and/or contracts and other properties now or hereafter held and carried or maintained by the Lender in its possession or control for any purpose in or in the benefit of any account maintained by the Borrower now or hereinafter opened including any account in which the Borrower may have interest shall be subject to Security Interest in favour of the Lender for the discharge of the Indebtedness of the Borrower and the Borrower's other obligations to the said Lender In any of the said accounts. Borrower authorizes the Lender and the Lender shall have the right to transfer Securities/collaterals and/or contracts and the other properties so held by the Lender from or to the Designated Accounts and/or any of other accounts maintained by the Borrower with the Lender, whenever in its judgment the Lender consider such transfer for its protection.

52. REPORTING TO RESERVE BANK OF INDIA (RBI) ETC.

52.1 In case of default in payment of any instalment of principal amount of Loan or Interest thereon on the due date, the Lender shall have an unqualified right to disclose the name of the Borrower and its directors or partners to the RBI or any other entity so authorized by RBI or law. The Borrower hereby gives its consent to the Lenders/RBI/the entity authorized by RBI or law to publish its name and name of its directors or partners as defaulters in such manner and through such medium as the Lender/RBI/entity so authorized by RBI or law in its absolute discretion deem fit.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands the day and year first here in above written.

SIGNED AND DELIVERED for and on behalf of
the Within named Lender
TRADEWELL CAPFIN PRIVATE LIMITED.

SIGNED AND DELIVERED for and on behalf of
within named Borrower_____

Name:
Designation:
DIN (if applicable):

40 

In the presence of:

In the presence of:

Name of Witness:_____

Name of witness:_____

Signature of witness:_____

Signature of witness:_____

Conditions Precedent**1. Borrower**

- (a) A copy of the constitutional documents of the Borrower.
- (b) A copy of a resolution of the board of directors of the Borrower:
 - (i) Approving the terms of, and the transactions contemplated by, the Agreement and/or the Security Document to which it is a party and resolving that it execute the Agreement and/or the Security Documents to which it is a party;
 - (ii) Authorizing a specified person or persons to execute the Agreement and/or the Security Documents to which it is a party on its behalf; and
 - (iii) Authorizing a specified person or persons, on its behalf, to sign and/or dispatch all documents and notices (including, if relevant, any Schedule(s) of Terms, Authorization Letter, and Notice) to be signed and/or dispatched by it under or in connection with the Agreement and/or the Security Documents to which it is a party.
- (c) A specimen of the signature of each person authorized by the resolution referred to in paragraph (b) above.
- (d) A certificate of the Borrower (signed by a director) confirming that borrowing the Demand Loan Facility and the Lending Exposure would not cause any borrowing, guaranteeing or similar limit binding on it to be exceeded.
- (e) A certificate of an authorized signatory of the Borrower certifying that each copy document relating to it specified in this Annexure 1 is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.

2. Other documents and evidence

- (a) A copy of any other Authorization or other document, opinion or assurance or filing or registration which the Lender considers to be necessary or desirable (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by this Agreement and/or any Security Document or for the validity and enforceability of this Agreement and/or any Security Document or the perfection of any Security granted or created there under.

3. Security Documents

The duly executed Security Documents.

(Schedule of Terms - "Loan Against Shares")

Annexure 2

Schedule of Terms

This Schedule of Terms dated _____ is entered into by and between _____ 43

_____ (the "**Borrower**"); 44

And TRADEWELL CAPFIN PRIVATE LIMITED (the "**Lender**"), in pursuance of the provisions of the Demand Loan Agreement dated _____ (the "**Agreement**") executed between Lender and the Borrower. 45

- 1) In this Schedule of Terms, capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement (including definitions incorporated therein by reference to another document).
- 2) The terms and conditions of the Demand Loan Facility set out in this Schedule of Terms shall be deemed to form an integral part of the Agreement and be deemed to have been incorporated in the Agreement by reference. The Parties hereto agree to accept and be bound by the provisions hereof and thereof. Accordingly, the Demand Loan Facility envisaged in this Schedule of Terms shall be governed by the detailed terms and conditions of the Agreement read with this Schedule of Terms.
- 3) In the event of any inconsistency between any term, condition or provision of this Schedule of Terms and the Agreement, the relative term, condition or provision of this Schedule of Terms shall prevail, to the extent of such inconsistency.
- 4) The following Demand Loan Facility is being granted by the Lender to the Borrower, through this Schedule of Terms:

1	Place of execution of Loan Agreement	
2	Demand Loan Facility (Maximum Permitted)	Rs. _____
3	Purpose	For purchasing Securities
4	Margin	_____ %
5	Exercise of right of immediate Transfer/sale of securities	Upon margin falling to _____ %
6	% discount for value of security	As specified by the lender from time to time
7	Interest rate	_____ % per annum ,calculated on daily balance payable Monthly, within 7 days of debit to the Loan Account(s).
8	Default interest	_____ % Per annum (Additional)
9	Prepayment rate	_____ % of the prepaid amount. Further, No Prepayment will be permitted until payment of all amounts disbursed by the Lender to the borrower under the Loan Agreement dated _____
10	Loan processing charges	Rs. _____ or _____ %
11	Service charges	Rs. _____ or _____ %
12	Special terms (If any)	

By signing this Schedule of Terms, the Borrower acknowledges and agrees to all of the provisions set out herein, as if the same were set out in full in the agreement, mutatis mutandis.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands the day and year first herein above written.

SIGNED AND DELIVERED for and on behalf of
the Within named Lender

TRADEWELL CAPFIN PRIVATE LIMITED

Name:

Designation:

DIN (if applicable):

SIGNED AND DELIVERED for and on behalf of
within named Borrower _____

46

In the presence of:

Name of Witness: _____

Signature of witness: _____

In the presence of:

Name of witness: _____

Signature of witness: _____

47

41

Schedule

Annexure 3

1. Name and residential address of the Borrower(s)

Sole/First Applicant Mr/Ms _____ Son/daughter/spouse
Of Mr/Ms _____, _____ years, Indian Inhabitant residing at

Second Applicant Mr/Ms _____ Son/daughter/spouse
Of Mr/Ms _____, _____ years, Indian Inhabitant residing at

Third Applicant Mr/Ms _____ Son/daughter/spouse
Of Mr/Ms _____, _____ years, Indian Inhabitant residing at

2. Notice Details For Lender

Name : TRADEWELL CAPFIN PRIVATE LIMITED
Address : Flat No.204,Anushka trendz, BN Reddy colony,Road No.14,
Telephone No. Banjarahills, Hyderabad-500034, Telangana, India.
Fax No. : Phone No.040-23541258, 23555834 : Fax: 040-23541256
Email ID : capfin@tradewellmail.com

For Borrower

Name of Sole/First Borrower :
Residential Address :
Telephone No. :
Designated Mobile No. :
Fax No. :
Designated E-mail Account :

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands at the place, the day, month and year hereinafter appearing.

SIGNED AND DELIVERED by the within named Borrower

Mr/Ms _____

Mr/Ms _____

Mr/Ms _____

Place: _____

Date: _____

Witness Name: _____

Witness Address: _____

Witness (Signature) _____

Witness (Signature) _____

SIGNED AND DELIVERED by Tradewell Capfin Private Limited

By the hand of Mr/Ms _____

Place: _____

Date: _____

POWER OF ATTORNEY – LENDER

Annexure 4

TO ALL TO WHOM THESE PRESENTS SHALL COME I/WE _____

49

Indian Inhabitant, residing at _____ or

we _____

50

At _____ hereinafter referred to as the "Borrower" SEND GREETINGS:

WHEREAS

- A) I/We am/are desirous of opening and operating a demat account (hereinafter referred to as "**Designated Demat Account**") with a depository participant registered as a Depository Participant with SEBI under the SEBI (Depositories and Participants) Regulations 1996 (hereinafter referred to as the "**Designated DP**") and who is designated by the Lender, for the purpose of purchase, sale, and dealings in demat shares and securities (hereinafter referred to as "**Securities**") conducted or proposed to be conducted through a trading member, who is a member of the National Stock Exchange and the Bombay Stock Exchange, and who is designated by the Lender;
- B) Tradewell Capfin Private Limited, a company registered under Companies Act, 2013 and having its Registered office at **503, Satya Sai Residency, Dharam Karan Road, Ameerpet, Hyderabad-500016, Telangana, India. Corporate office at Flat No.204, Anushka trendz, BN Reddy colony, Road No.14, Banjarahills, Hyderabad-500034, Telangana, India** (herein after referred to as "the Lender") is in the business of granting loans/additional loans for buying/selling of securities and as security for the due repayment of the loan/additional loan together with interest and all costs, charges and expenses in respect thereof it accepts cash deposits and/or Securities as Margin.
- C) At my/our request, the Lender has sanctioned a loan facility (hereinafter called "the Loan Facility") under a Loan Agreement dated the _____ day of _____ (hereinafter referred to as the "**Loan Agreement**") made between me / us as the Borrower(s) (therein and hereinafter referred to as the "**Borrower(s)**") of the First Part; and the Lender as the Lender (therein and hereinafter referred to as "**the Lender**") of the Second Part
- D) As one of the conditions for sanction of the said Loan Facility and for securing the due repayment by me/us of the said Loan Facility, interest accrued thereon together with all costs, charges and expenses in respect thereof, I/We have deposited as Margin, cash in the Bank Account No. _____ (the "Bank Account") maintained with Axis Bank (the "Bank") and/or Securities in the Designated Demat Account No. _____ maintained with the Designated DP and are required to furnish a power of attorney in the name of the Lender or its nominee, in the form and substance acceptable to the Lender
- E) My/our Designated Demat Account shall be used for the purpose of holding Securities and receiving credit of Securities on account of transactions with the Designated Broker and I/We am/are required to give an unconditional Power of Attorney to the Lender or its nominee, for operating the Designated Demat Account and also authorizing the Lender or its nominee under the instructions of the Lender, to deal with the Securities or any of them in my/our Designated Demat Account and exercise all rights thereof and to do all acts, deeds and things as are necessary, in the opinion of the Lender to safeguard its interest as lender, which I/We myself/ourselves would have done in the manner hereinafter appearing in respect of the said Loan Facility and any further additional loans increasing the Exposure Limit that may be granted by the Lender to me/us. NOW KNOW YE ALL THESE PRESENTS WITNESS that I/We for myself/ourselves and for my/our heirs, executor, administrators and/or successors and permitted assigns do hereby nominate, constitute and appoint **Tradewell Capfin Private Limited**, the Lender, as aforesaid (hereinafter called "**the Attorney**") acting through any of its directors, officers, managers or employees as are duly authorized by its Board of Directors (or any Committee of the Board) as my/our true and lawful attorney for me/us and in my/our name and on my/our behalf and at my/our cost and risk to do, execute, and perform all or any of the following acts or deeds, matters and things, that is to say:
1. To operate the Designated Demat Account with the Designated DP in my/our name and on my/our behalf;
 2. To receive and transfer Securities from the Designated Demat Account on my/our behalf (including Securities bought and sold by me/us through the Designated Broker) and sign all forms, applications and documents that may be necessary for the same for and on my/our behalf;
 3. To obtain and receive any and/or all reports, statements, contracts, information about my/our transactions with the Designated Broker, including list of Securities purchased and/or sold by in each Stock Exchange on a daily basis and on a settlement basis, details of my/our obligation towards Pay-In and/or Pay Out for a settlement period in each Stock Exchange or any other information that may be required from time to time;

4. To create, and invoke or enforce pledge on all Securities in the Designated Demat Accounts on my/our behalf and inter alia transfer Securities available in my/our Designated Demat Account maintained with the Designated DP and/or Securities in Demat Account maintained with any other depository participant that are transferred to the Designated Demat Account or pledged by me/us to the Lender or pay monies to meet such expenses which are considered deemed necessary and incidental thereto by the said attorney including payment of stamp duty, registration charges and other taxes(including interest tax, if applicable) relating to Loan Agreement and to perfect the right, title and interest of the Lender over the Securities available in the Designated Demat Account and sign all instruction slips necessary for the same for and on my/our behalf;
5. To transfer the Securities and Securities pledged for Loan Facility or additional loans granted for increasing the exposure limit, in the name of the Lender or in the name of its nominee(s) and to transfer, sell or dispose of or otherwise realize or encash the Securities available in my/our Designated Demat Account maintained with the Designated DP and/or Securities in my/our demat account with other depository participant that are pledged or transferred to the Designated Demat Account without any further notice or recourse to me/us and to appropriate the sale proceeds thereof or any of part thereof towards repayment of the Loan Amount and other dues to the Lender, and to endorse the same or sign and execute all transfer instruction slips, contracts, declarations, and instruments and writings as may be necessary or expedient for giving delivery thereof on my/our behalf;
6. To close the pledge and/or create pledge on other Securities transferred or offered by me/us and available in my/our demat account including the Designated Demat Account for the purpose of margin, margin deficiency, revised margin requirement or recovery of loan /additional loan, interests, costs charges and all other amounts recoverable by the Lender under the Loan Agreement and for this purpose sign the pledge form and other deeds, documents and writings and do all such acts, deeds and things as may be necessary to effect pledge of such Securities in favour of the Lender; and require, instruct and intimate the depositories or depository participant/s to mark/close a pledge on the said Securities and in all matters in relation to the said Securities, including without limitation, for sale of the said Securities and/or freezing of the Designated Demat Account or other depository accounts in which the said Securities are held, and for this purpose to execute and deliver the relevant forms as may be prescribed from time to time;
7. To effect any such sale, transfer, disposition, realisation or encashment as the case may be, through any stock broker;
8. To communicate with or to give notices and instructions as may be deemed necessary or expedient by the said Attorney to the companies, organizations, funds in which the said Securities are held or registrars or agents, Banker, the Designated DP or other depository participant with whom my/our demat account is opened or maintained and to receive on my/our behalf any notice, intimation or other communications from companies, organizations, funds, in respect of Securities in Designated Demat Account;
9. To receive any and all accretions to the Securities by way of bonus shares, right shares, or other Securities accruing, offered, distributed or paid in the Designated Demat Account and give proper receipts and valid and effectual discharges for the same;
10. To demand and receive all interests, dividends, and all accretions to the said Securities whether by way of bonus or otherwise and to sign and execute proper receipts and give valid and effectual discharge for or in relation to the same and appropriate the same at its sole discretion towards costs, charges and expenses, interest including default or additional interest and towards repayment of the said loan facility/ increased loan and give full receipts and complete discharge of the amounts so collected, received or recovered;
11. To endorse or negotiate all interest/dividend warrants or other instruments from time to time received in respect of or otherwise relating to the said Securities;
12. To adjust, pay, settle, compromise or submit to arbitration any accounts, debts, claims, demands or disputes touching any of my/ our Securities transaction or the Designated Demat Account which are may hereafter arise between me/us any other person, firm, body, company, society or corporation and upon receipt of any Securities whatsoever due or belonging to me/us to sign, seal, execute and deliver or make and give releases, receipts, or other legal deeds or sufficient discharges;
13. To commence, prosecute, institute, defend, oppose or appeal in all actions and legal proceedings or settle, compromise, compound, refer to arbitration, abandon, submit to judgment or decree or become non-suited in any actions or proceedings including appeals, reviews and revisions whether civil or criminal, original or appellate in any courts, tribunals or other regulatory administrative authorities and to issue or accept service of all Writs or proceedings or processes and to do all acts and, things as may be necessary in connection with all or any actions, suits, accounts, taxes, claims and disputes relating to or touching upon my/our Securities or the Designated Demat Account or other security provided by me/us to the Lender;

14. To sign, certify, verify, declare, affirm, make and present all necessary complaints, petitions, written statements, affidavits, declarations, memorandum of appeals, applications, vakalatnama, forms, statements, complaints and other proceedings whatsoever relating to or touching upon my Securities, the Designated Demat Account or other security provided by me/us to the Lender;
15. For the better doing, performing and executing all the matters and things aforesaid I/we hereby further grant unto the said Attorney, full power and absolute authority to substitute and appoint in its place and stead on such terms as it shall think fit one or more attorney/s being a director, officer, manager or employee of the said Attorney duly authorized by the Board of Directors of the said Attorney by name and/or by designation from time to time to exercise for me/us as my/our attorney/s with any or all powers and authorities hereby conferred, to revoke any such appointments and to substitute or appoint, any other person or others in place of such attorney(s) as the Said Attorney shall from time to time think fit;
16. To comply with the provisions of the Companies Act, 2013, Securities Contracts (Registration) Act, 1956 and the Rules and Regulations framed hereunder or any statutory re-enactment or modification thereof for the time being in force or any other statute, legislation or enactment or any rule or regulation and to sign such deeds, documents, forms, declarations or other papers that may be required; and
17. I/We do hereby agree that words and expression used and not defined in this Power Of Attorney but defined in the Loan Agreement shall have the meanings respectively assigned to them in the Loan Agreement.
18. This document shall be subject to the exclusive jurisdiction of the court in Hyderabad _____ alone.

AND GENERALLY as to do, perform and execute all acts, deeds, matters and things whatsoever which may be deemed necessary, proper or expedient in the opinion of said Attorney relating to or concerning these presents as fully and effectually in all respects as if I/We were personally present and had done, performed executed the same by myself/ ourselves.

AND I/We hereby agree to ratify and confirm all and whatsoever the said Attorney or any of its duly authorized directors, officer, manager or employee or any substitute or substitutes appointed pursuant the powers and authorities herein conferred in that behalf may lawfully do or cause to be done under or in pursuance of these presents.

AND I/We shall not be entitled to revoke this Power of Attorney so long as any amount is due and outstanding under the loan facility granted by the Lender to me/us under the said Loan Agreement.

In **WITNESS THEREOF I/WE**, individual/joint holders hereunto have set and subscribe my/our respective and hereto at _____ on this _____ day of _____ 20_____.

SIGNED AND DELIVERED BY
NAME

1 _____
2 _____
3 _____

SIGNATURE

1 _____	56 1  _____
2 _____	2 _____
3 _____	3 _____

IN THE PRESENCE OF Witness

NAME	SIGNATURE
1 _____	1 _____

IN WITNESS WHERE the _____ Ltd. has caused these presents executed by affixing its Common Seal in the presence of two of its Directors and the Company Secretary/Authorized official, who have put their signatures hereto in token thereof at the place and on the date and year first herein above written and in the form and in the form and manner appearing herein above.

The Common Seal of _____ has been affixed hereunto pursuant to the Resolution passed by its Board of Directors at their meeting held on the day _____ of 20____ in the presence of its Director Mr. _____ and Director Mr. _____ and Mr. _____ Company Secretary/ Authorised Official, who have signed these presents and subscribed their signatures hereto in token thereof.

We Accept
For **Tradewell Capfin Private Limited**
(the said Attorney)

By: _____
Name: _____
Designation: _____
DIN (if applicable): _____

BEFORE ME;

Signature
(NOTARY PUBLIC)
Stamp (Seal)

POWER OF ATTORNEY – BANK**Annexure 5**

NOW KNOW ALL MEN BY THESE PRESENTS THAT I/WE _____ 58

Son/Daughter/Wife of _____ 59

And residing at _____ 60

do hereby nominate, constitute and appoint M/S. TRADEWELL CAPFIN PRIVATE LIMITED, the lender, a private limited company constituted under the Companies Act, 2013, with its Registered Office at 503, Satya Sai Residency, Dharam Karan Road, Ameerpet, Hyderabad-500016, Telangana, India. Corporate Office at Flat No.204, Anushka trendz, BN Reddy colony, Road No.14, Banjara Hills, Hyderabad-500034, Telangana, India, acting through any of its Directors, officers, managers or employees as are duly authorized by its Board of Directors (or any committee of the board) as my/our true and lawful Constituted Attorney (herein after referred to as the said Attorney) and authorize it on my/our behalf to do all of the following acts, deeds and things in so far as they relate to or incidental to or consequential upon the said Attorneys activities as a Lender :

1. To appoint, nominate or engage an authorised Stock-Broker and/or Sub-Broker (hereinafter referred to as Member) for effecting Purchases and Sales of Securities and to sign and submit such documents as may be required for my/our admission as a client of any Member(s).

2. To demand, receive and give good and effectual receipts and discharge(s) for all or any dividends, interest, bonuses or any other sum(s) and/or income rising from the securities and other investments and to sign and endorse pay orders, dividend interest warrants or certificates, receive all debts, sums of money, principal, interest, dividend or other dues of whatever nature or account which or now or at any time be due and payable and belong to me/us on any account(s).

3. For the purpose of the aforesaid to sign contracts, agreements, transfers, acceptances, receipts, acquaintances or other instruments, documents and forms, to accept and carry out correspondence with such persons or authority / authorities or departments and to do all lawful and requesting for effecting the same.

4. At the Attorneys discretion to directly receive and/or pay any or the entire sum receivable and/or payable by me/us from and to the member(s) and the said credit and/or the debit entry made in my/our account will be binding on me/us.

5. To open and do all that is necessary to operate new Savings/Current Account(s) with any Bank in my / our name whether solely or jointly with another or others and to close the same, if necessary, and to facilitate settlement of transactions in securities and other financial instruments but without limiting, to do the following:

a) To make , draw, sign , endorse , negotiate , accept and release, as the case may be, cheques , drafts, deposit monies or instruments / documents for payment of money whether to the debit or credit of my/our account with Attorney or otherwise and to use any and all monies in the said Account(s).

b) To requisition the cheque book, use ATM facility, Electronic Clearing System (ECS) / National Automated Clearing House (NACH) facility or Real Time Gross Settlement (RTGS) facility.

c) To make applications for Net Banking Facility and to operate the Account electronically.

6. To give all notices, commence any legal proceedings or use any lawful means that may appear to the Attorney desirable or necessary in order to safeguard my/our interests or enforce my/our rights in or in connection with said funds with full power to prosecute or discontinue any such proceedings and /or to compromise or submit any arbitration any matter in dispute or doubt.

7. To make payment for any shortfall for funding, towards my/our any other liability in respect of any of my/our transactions in Securities, in exercise of powers and authorities granted by me/us from my/our Bank Account;

8. I/We do hereby agree that words and expression used and not defined in this Power Of Attorney but defined in the Loan Agreement shall have the meanings respectively assigned to them in the Loan Agreement.

9. And I hereby agree to ratify and confirm whatsoever shall be done in the premises by virtue of these presents either by the Attorney or by a substitute / sub-agent appointed by the Attorney.

10. In respect of all matters/disputes arising out of, in connection with or in relation to this document only the civil courts at HYDERABAD shall have the jurisdiction to the exclusion of all other courts.

AND GENERALLY to do, perform and execute all acts, deeds, matters and things whatsoever which may be deemed necessary, proper or expedient in the opinion of said Attorney relating to or concerning these presents as fully and effectually in all respect as if I/We were personally present and had done, performed executed the same myself/ourselves.

AND I/We hereby agree to ratify and confirm all and whatsoever the said Attorney or any of its duly authorized directors, officer ,manager or employee or any substitute or substitutes appointed pursuant the powers and authorities herein conferred in that behalf may lawfully do or cause to be done under or in pursuance of these presents.

AND I/We shall not be entitled to revoke this Power of Attorney so long as any amount is due and outstanding under the loan facility granted by the Lender to me/us under the said Loan Agreement.

IN WITNESS WHEREOF I/We have hereunto set and subscribed my respective hands on this _____ day of _____ 20_____.

SIGNED AND DELIVERED BY

NAME

1 _____
2 _____
3 _____

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SIGNATURE

1 _____
2 _____
3 _____

IN THE PRESENCE OF Witness

NAME

1 _____

SIGNATURE

1 _____

IN WITNESS WHERE the_____ Ltd. has caused these presents executed by affixing its Common Seal in the presence of two of its Directors and the Company Secretary/Authorized official, who have put their signatures hereto in token thereof at the place and on the date and year first herein above written and in the form and in the form and manner appearing herein above.

The Common Seal of_____ has been affixed hereunto pursuant to the Resolution passed by its Board of Directors at their meeting held on the_____ day of 20___ in the presence of its Director Mr._____and Director Mr._____and Mr._____ Company Secretary/Authorised Official, who have signed these presents and subscribed their signatures hereto in token thereof

We Accept
For **Tradewell Capfin Private Limited.**
(the said Attorney)

By:_____

Name: _____

Designation: _____

BEFORE ME;

Signature
(NOTARY PUBLIC)
Stamp (Seal)

48

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PROMISSORY NOTE

To,

Tradewell Capfin Private Limited

Corporate Office Address:

Flat No.204,Anushka trendz,
BN Reddy colony,Road No.14,
Banjarahills, Hyderabad-500034

ON DEMAND I/We _____

Unconditionally promise to pay **Tradewell Capfin Private Limited.**, the sum of Rs. _____ 64(Rupees _____) for value received together with
interest thereon at the rate of _____ % per annum or at such rate as Tradewell Capfin Private Limited may from time 65to time fix or at a rate which may from time to time be assigned by Tradewell Capfin Private Limited. Presentment for
payment and noting and protest of this Note are hereby unconditionally and irrevocably waived 66

Rupees: _____

Borrower Name:

67 

Borrower Signature:

1 _____

1 _____

2 _____

2 _____

3 _____

3 _____

Place: _____

Date: _____

LETTER OF CONTINUITY

To,

Tradewell Capfin Private Limited

Corporate Office Address:

Flat No.204,Anushka trendz,

BN Reddy colony,Road No.14,

Banjarahills, Hyderabad-500034

Telangana,

India.

Dear Sir/s.

I/We enclose my/our Promissory Note for Rs. _____

(Rupees _____) 68

payable on demand which is given to you as Security for repayment of the Loan together with interest and other 69

amounts due there under and which may hereafter become due and payable by me/us to Tradewell Capfin Private 69

Limited. Notwithstanding the fact that the Loan may be reduced from time to time or extinguished, the Security shall

be a continuing Security till the repayment of the entire amount of the Loan.

Yours faithfully,

Borrower Name:

1 _____

2 _____

3 _____

Borrower Signature:

70 1 _____

2 _____

3 _____

Place: _____

Date: _____

LETTER OF AUTHORITY

Annexure 8

To,

Date: _____

Tradewell Capfin Private Limited

Corporate Office Address:

Flat No.204,Anushka trendz,

BN Reddy colony,Road No.14,

Banjarahills, Hyderabad-500034

Telangana,

India.

Dear Sir,

Sub: Authority Letter to Sell Securities

This is with reference to the Demand Loan Agreement dated _____ entered with **Tradewell Capfin Private Limited** for the purpose of availing Margin Trading Facility.

I/We hereby unconditionally and irrevocably authorize Tradewell Capfin Private Limited ("the Lender") at its sole discretion to put all sale orders for Margin Trading in my/our Margin Trading Account for safeguard itself without any notice or intimation to me/us, if in case market disruption event occurs or is likely to occur or any event of default as specified in above referred Demand Loan Agreement occurs or I/We default in repayment of the Loan amount or failed to meet margin shortfall call or any amount thereof charged / levied by the Lender.

Client Name:

1 _____

2 _____

3 _____

Client Signature:

71

1 _____

2 _____

3 _____

**LETTER TO BE OBTAINED FROM THE ACCOUNT HOLDERS FOR REGISTRATION OF POA
AND SUBMITTED TO THE BANK AT THE TIME OF MARGIN FUNDING A/C OPENING**

From:

Date: _____

Client Name: _____

Address: _____

To,

Axis Bank
Jubilee Hills Branch,

Dear Sir/Madam,

72

**Reference: Registration of Power of Attorney of my/our Account No. _____
("the said account") with you.**

I/We have entered into an arrangement with M/s. **Tradewell Capfin Private Limited**. For availment of Margin Trade Funding (hereinafter referred to as "MTF"), whereby the account will be operated by M/s. **Tradewell Capfin Private Limited** through its authorised representative(s). Accordingly in terms of the aforesaid arrangement, I/We hereby confirm having granted a Power of Attorney (POA) in favour of M/s. **Tradewell Capfin Private Limited (the POA holder)** with the powers to operate the said account maintained with you for and on my/our behalf and in my/our name/s. The original POA/Notarised copy of the POA is attached herewith.

I/We hereby confirm that the POA Holder shall have absolute discretion to operate the said account on my/our behalf. Accordingly, I/We authorize the Bank to act on the instructions received from the POA Holder and the Bank shall stand discharged from its obligations by acting in accordance with the instructions of the POA Holder.

I/We hereby confirm that I/we will not give/issue any instructions for the operation of the said account and the POA Holder alone shall have the powers to operate the account. I/We further confirm that the Bank shall have full rights to reject any such operating instructions and/or other related instructions received from me/us in this regard including to dishonour cheques drawn by me/us on the said account during the subsistence of this POA.

I/We further authorize you to deliver the Welcome Letter, Cheque Book, Statement of Account, Net Banking PIN and any other deliverables in respect of the said account to the mailing address communicated to you by the POA holder and without requirement of any intimation to me/us.

If I/We to intend revoke the POA, I/We shall give notice of revocation in writing to the POA holder and to the Bank. I/We acknowledge and understand that the Bank shall register/update the said revocation in its system within _____ working days from receipt of the revocation notice (together with the acknowledged copy of the revocation notice addressed to the POA holder) by the Bank. The Bank shall not be liable for any consequences arising due to operation of the said account pending registration of revocation of the said POA in the Bank's system.

I/We acknowledge that it is, inter alia, on the strength and basis of this Authority Letter and the POA that you have at our request agreed to permit the POA holder to operate the said account and I/We state and confirm that the Bank shall not be held liable for anything done or having given effect to any transaction or acted on the instructions of the POA holder in respect of the said account.

We request you to kindly register the POA in your records.

IN WITNESS WHEREOF we have hereunto set and subscribed my respective hands on
this _____ day of _____ 20____.

SIGNED AND DELIVERED BY
NAME

1 _____
2 _____
3 _____

74 

SIGNATURE

1 _____
2 _____
3 _____

Further, please register the correspondence address as

Tradewell Capfin Private Limited,
Corporate Office Address:
Flat No.204,Anushka trendz,
BN Reddy colony,Road No.14,
Banjarahills, Hyderabad-500034.
Telangana,
India.

_____ Director/Authorised Signatory

The within named in the presence of
WITNESS

1 _____
2 _____
3 _____

BEFORE ME;

NOTARY PUBLIC

From:

Date: _____

Client Name: _____

Address: _____

To,

Tradewell Capfin Private Limited

Corporate Office Address:

Flat No.204,Anushka trendz,

BN Reddy colony,Road No.14,

Banjarahills, Hyderabad-500034.

Telangana,

India.

Dear Sir,

Re: List of Approved Securities for Loan against securities

I / We have got a demand loan facility sanctioned from your company for loan against securities.

I / We understand that Tradewell Capfin Private Limited allows loan against securities only in those scrips which have been approved as per SEBI guidelines for MTF by NSE, BSE the details of which are available on NSE, BSE website, and some other securities which may be approved by the management of the company from time to time. I / We have also been given to understand that the list of approved scrip is revised from time to time.

I / We assure you that I / we shall trade only in those securities approved for MTF and shall keep track of the same from the website of concerned Stock Exchange. As such, I / we waive my / our own right to require any communication from Tradewell Capfin Private Limited relating to the list of approved scrip's and the revision thereof from time to time. I / We understand that Tradewell Capfin Private Limited has the right to withdraw finance against any scrip which goes out of list of securities approved for MTF trading. I / we agree that Tradewell Capfin Private Limited has further right to withdraw any "approved scrip" at its discretion and the same may be informed to me / us by way of normal suitable communication.

I / We do agree and accept that Tradewell Capfin Private Limited shall have discretion to impose / change scrip-wise margins, portfolio based margin, concentration margin or any other additional and specific margins, with and without notice to me / us and I/we do agree and accept to meet the margin calls made by Tradewell Capfin Private Limited accordingly.

I / We further undertake that in case any scrip is taken out from the list of approved scrip, I / we shall obtain delivery of the same after making payment of 100% of value of scrip to Tradewell Capfin Private Limited within three working days of such scrip being taken out by NSE, BSE of the list of approved scrip's or as intimated by the company from time to time

Yours truly,

Client Name:

76 

Client Signature:

1 _____

1 _____

2 _____

2 _____

3 _____

3 _____

From:

Date: _____

Client Name: _____

Address: _____

To,

Tradewell Capfin Private Limited

Corporate Office Address:

Flat No.204,Anushka trendz,

BN Reddy colony,Road No.14,

Banjarahills, Hyderabad-500034.

Telangana,

India.

Dear Sir/s,

Sub: POA for operation of DP Account

I/We enclose the power of attorney ("POA") dated _____ executed in your favour for the purpose of operating my/our demat account bearing No.12052700 _____. I/We also enclose the copy of the POA dated _____ executed by me/ us in favour of **Tradewell Capfin Private Limited** ("Lender") as a condition precedent to drawdown of the loan facility for the purpose of trading in Securities on the stock exchange(s) referred in the said POA. I/We confirm that the execution of the said POA is for the benefit of the Lender and to protect the interests of the Lender.

In this regard, I/We authorize you to act on the instructions of the Lender in relation to the operations of the said demat account including the transfer of securities in favour of the Lender and I/we hereby confirm that such instructions shall be deemed to have been issued by me/us and you would not be liable to me/us for any consequences arising pursuant to acting in accordance with the same. I/We further authorize you to disclose to the Lender the details of my/our operations in the said demat account including my/ our request for issuance and execution of Delivery Instruction Slips without any notice or reference to me/us.

Yours Sincerely,

Client Name:

1 _____

2 _____

3 _____

78  Client Signature:

1 _____

2 _____

3 _____

From:

Date: _____

Client Name: _____

Address: _____

To,

Tradewell Capfin Private Limited

Corporate Office Address:

Flat No.204,Anushka trendz,

BN Reddy colony,Road No.14,

Banjarahills, Hyderabad-500034.

Telangana,

India.

Dear Sir/s,

Sub: Handing over the DP Instruction Slip book received from Tradewell Securities Ltd.

I/We refer to the Loan Agreement dated _____ entered into between yourselves and me/us and making available to me / us Loan Facility for the purpose of purchasing Securities on the stock exchanges.

I/We am/are in receipt of DP instruction slips bearing numbers from _____ to _____ issued against my / our Demat account No.12052700 _____ from Tradewell Securities Ltd. I / We are handing over the same to you; to facilitate you to operate my/our designated demat account pursuant to a power of attorney granted by me / us in favour of you and your nominee in accordance with the terms of the above referred Loan Agreement.

I/We hereby confirm that the POA holder shall have absolute discretion to operate the said account on my/our behalf. I/We also hereby confirm that I/we will not give/issue any instructions for the operation of the account and the POA holder alone shall have the powers to operate the account. I/We further confirm that the DP shall have full rights to reject any such operating instruction and/or other related instructions received from me/us in this regard including to dishonour instructions given by me/us on the said account during the subsistence of this POA.

Yours Sincerely,

Client Name:

1 _____

2 _____

3 _____

80 

Client Signature:

1 _____

2 _____

3 _____

DECLARATION

I / We hereby declare that the amount being invested / deposited by me / us is drawn from my/our Saving/Current Bank Account No. _____ with _____ Bank Ltd. _____ Branch (The proof of the bank is enclosed)

I / We hereby further declare that the amount being invested by me / us currently or in the future pursuant to Demand Loan Agreement is derived through legitimate sources and is not held or designed for the purpose of contravention of any Act, Rules, Regulations or any statute or legislation or any other applicable laws or any Notifications, Directions issued by any governmental or statutory authority from time to time.

I / We hereby declare and confirm that all the particulars given by me / us are true, correct and complete to the best of my / our knowledge and belief. I / We agree to indemnify and hold Tradewell Securities Ltd. harmless for any consequences in case of any of the above particulars being false, incorrect or incomplete.

Yours Sincerely,

Client Name:

1 _____
2 _____
3 _____

82  Client Signature:

1 _____
2 _____
3 _____

BANKERS CERTIFICATE

Annexure 14

From (Bankers name & Address)

Date: _____

To,
Tradewell Capfin Private Limited
Corporate Office Address:
Flat No.204,Anushka trendz,
BN Reddy colony,Road No.14,
Banjarahills, Hyderabad-500034.
Telangana,
India.

We here by certify that Mr./Mrs. _____

Residence of _____

_____ having

his or her address/photograph/signature and account number as per our records given below with our Bank vide

SB/CA/OD Account No: _____ since His/her signature is attested below:

84

His/her Signature is _____

Take Bank Seal
Across The Photo

Affix Photograph
and to be attested
by Branch Manager

Signature of Manager : _____

Manager's Name : _____

MICR CODE of the Branch:

--	--	--	--	--	--	--	--	--	--

From:

Date: _____

Client Name: _____

Address: _____

To,

Tradewell Capfin Private Limited

Corporate Office Address:

Flat No.204,Anushka trendz,
 BN Reddy colony,Road No.14,
 Banjarahills, Hyderabad-500034.
 Telangana,
 India.

Sub: Security against MTF Loan

Please find enclosed herewith the following cheques towards security against loan of _____

_____ Bank _____ Branch

I also confirm that the same cheques will not be stopped for payment or any other reasons.

1 _____

2 _____

3 _____

Yours faithfully,

Client Name:

1 _____

2 _____

3 _____

85  Client Signature:

1 _____

2 _____

3 _____

CONVERSION LETTER

Annexure 16

Date: _____

To,

Tradewell Capfin Private Limited
Corporate Office Address:
Flat No.204,Anushka trendz,
BN Reddy colony,Road No.14,
Banjarahills, Hyderabad-500034.
Telangana,
India.

Dear Sir/s,

DP Id:

Client Id:

86



Sub: Conversion of Demat account

Kindly convert the type of my Demat Account from _____ to _____

87


Yours sincerely,

Client Name:
1 _____
2 _____
3 _____

88  Client Signature:
1 _____
2 _____
3 _____

DIS CANCELLATION LETTER

Annexure 17

Date: _____

To,

Tradewell Capfin Private Limited

Corporate Office Address:
Flat No.204,Anushka trendz,
BN Reddy colony,Road No.14,
Banjarahills, Hyderabad-500034.
Telangana,
India.

Dear Sir/s,

DP Id:

Client Id:

89 

Sub: DIS Cancellation Letter

I/We request you to cancel all the Delivery Instruction Slips/inter-depository slips available in my/our aforesaid demat account since I/We have misplaced/lost the same

Yours sincerely,

Client Name:

1 _____
2 _____
3 _____

90 

Client Signature:

1 _____
2 _____
3 _____

Date: _____

To,

Tradewell Capfin Private Limited

Corporate Office Address:

Flat No.204,Anushka trendz,
BN Reddy colony,Road No.14,
Banjarahills, Hyderabad-500034.
Telangana,
India.

Dear Sir/s,

DP Id:

Client Id:

Sub: Registration of Power of Attorney

This has reference to the Power of Attorney (POA) executed by me / us in favour of Tradewell Capfin Private Limited.

I/We request you to register the said POA in my / our demat account number _____ held with CDSL

Yours sincerely,

Client Name:

1 _____
2 _____
3 _____

91 

Client Signature:

1 _____
2 _____
3 _____

ACKNOWLEDGMENT OF RECEIPT OF DELIVERY INSTRUCTION BOOK

Annexure 19

I/We confirm the receipt of the delivery Instruction Slips bearing number from _____
to _____ for below mentioned DP Account.

92 

Name: _____

DP Id: _____ Client Id: _____

93 

Signature _____ Date of Receipt _____

94 

Date: _____

To,
The Director

Tradewell Capfin Private Limited

Corporate Office Address:

Flat No.204,Anushka trendz,
BN Reddy colony,Road No.14,
Banjarahills, Hyderabad-500034.
Telangana,
India.

Dear Sir/s,

Sub: Closing of Margin Trading Funding Account

I Mr/Ms _____ having

a MTF account in your organization bearing no _____ I request

Close my MTF account.

I hereby confirm that my financial statement stands nil till date

So, kindly issue my DP Instruction Slip Book at the earlier.

Do the needful.

Yours faithfully,

Client Name:

1 _____

2 _____

3 _____

95 

Client Signature:

1 _____

2 _____

3 _____

Date: _____

To,

Tradewell Capfin Private Limited

Corporate Office Address:

Flat No.204,Anushka trendz,
BN Reddy colony,Road No.14,
Banjarahills, Hyderabad-500034.
Telangana,
India.

Dear Sir/s,

Sub: Cancellation of Power of Attorney (POA)

I Mr/ Ms _____ account holder in

M/s. Tradewell Securities Ltd hereby request's you to cancel my power of Attorney given in the name of M/s.Tradewell
Capfin Private Limited.

I hereby also declare that my funding account in M/s. Tradewell Capfin Private Limited.

Stands nil till the date.

So, I request you to do the needful at the earliest.

Thanking You

Yours faithfully,

Client Name:

1 _____

2 _____

3 _____

96 

Client Signature:

1 _____

2 _____

3 _____

Date: _____

To,

Tradewell Capfin Private Limited

Corporate Office Address:

Flat No.204,Anushka trendz,
BN Reddy colony,Road No.14,
Banjarahills, Hyderabad-500034.
Telangana,
India.

NETWORTH CERTIFICATE**TO WHOMSOEVER IT MAY CONCERN**

Dear Sir / Madam, I hereby confirm that my net worth is Rs. _____ as on _____

Thanking You

Yours faithfully,

Client Name:

1 _____
2 _____
3 _____

97 

Client Signature:

1 _____
2 _____
3 _____

Date: _____

To,

Tradewell Capfin Private Limited
Corporate Office Address:
Flat No.204,Anushka trendz,
BN Reddy colony,Road No.14,
Banjarahills, Hyderabad-500034.
Telangana,
India.

NETWORTH CERTIFICATE
TO WHOMSOEVER IT MAY CONCERN

Dear Sir / Madam, I hereby confirm that my net worth is Rs. _____ as on _____

Thanking You

Yours faithfully,

Client Name:

1 _____
2 _____
3 _____

98  Client Signature:

1 _____
2 _____
3 _____

Date: _____

To,

Tradewell Capfin Private Limited
Corporate Office Address:
Flat No.204,Anushka trendz,
BN Reddy colony,Road No.14,
Banjarahills, Hyderabad-500034.
Telangana,
India.

NETWORTH CERTIFICATE
TO WHOMSOEVER IT MAY CONCERN


Dear Sir / Madam, I hereby confirm that my net worth is Rs. _____ as on _____

Thanking You

Yours faithfully,

Client Name:

1 _____
2 _____
3 _____

99  Client Signature:

1 _____
2 _____
3 _____

SAVINGS/CURRENT ACCOUNT CLOSURE FORM

Date

Account No.

I/We request you to:

Close my/our Saving/Current account/s held by me/us

Pay the proceeds by:

☐ Cash* ☐ Manager's Cheque / DD ☐ Credit to account _____

*(As per current Income Tax rules, if the account balance at the time of account closure exceeds Rs. 20000/- the payment will be made only by Manager's Cheque)

I/We confirm that all unused cheques issued to me / us have been enclosed / destroyed by me / us

(Nos. From _____ to _____)

I/We are enclosing/destroying the ATM/Debit Card/s issued to me / us


(No.1 _____) (No.2 _____)

100 

Full Names & Signatures of All Applicants (in case of more applicants, please use an additional form)

Applicant 1		
Applicant 2		
Applicant 3		
Applicant 4		

Reason for Closure of Account

Sr.No.	Pl.tick	Reason (Please select any one)	Reason Code (to be ticked by bank staff only)	Signature
1	<input type="checkbox"/>	Branch/ATM of other bank is suitably located		
2	<input type="checkbox"/>	Product deficiency (features not adequate, other bank's product features are superior)		
3	<input type="checkbox"/>	Specific product facility no longer required (overdraft, loan against shares etc.)		 101
4	<input type="checkbox"/>	Unhappy with service provided (service quality, staff behaviour turnaround time)		
5	<input type="checkbox"/>	Corporate Salary Account - Employer changed		
6	<input type="checkbox"/>	Service charges/AQB related (high AQB, high charges etc.)		
7	<input type="checkbox"/>	Incorrect product assurance by bank (miscommunication)		
8	<input type="checkbox"/>	Transferred to a Non - AXIS Bank branch location		
9	<input type="checkbox"/>	Upgrading/Consolidating Bank Account (Upgrading-only applicable to Current Accounts and No/frills Accounts; Consolidating implies reducing multiple accounts)		
10	<input type="checkbox"/>	Account wrongly opened (incorrect name, branch or product type etc.)		
11	<input type="checkbox"/>	Change of status / NRI to resident (or vice versa)		
12	<input type="checkbox"/>	Legal/Regulatory/KYC/AML (Income-Tax/KYC/AML/Court order etc.)		
13	<input type="checkbox"/>	Customer deceased		
14	<input type="checkbox"/>	Tatkal Account - Initial pay-in returned/documents insufficient		

TO BE FILLED IN BY A BANK OFFICER

1. Please include the details of the customer who has proposed for the closure of hi/her bank account.

Vintage (no. of months)						
Balance at the time of closing (Rs.)						
AQB in previous 4 quarters (Rs.)						
AQB charges levied in the last quarter	YES / NO					
RTBM Customer (from 7005 screen)	YES / NO					
Transaction Volumes (from 7005 screen)	YTD			3 months		
	CD	CW	CI	CD	CW	CI
Product Holding						

2. Please note the detailed reasons stated by the customer for closure of his/her existing after discussion with him/her.

3. Please note down the defense put forth to the customer for retaining the account. (for closures with reason codes in Sr. No. 1 to 7 only)

If customer opts to retain his/her account with us, please obtain his/her signature below and retain the form for future use.

Customer Declaration

I/We confirm that I wish to retain my account with the bank

<div style="border-bottom: 1px solid black; width: 100%;"></div> <p>Full Name</p>	102	<div style="border-bottom: 1px solid black; width: 100%;"></div> <p>Signature</p>
---	-----	---

Checklist

<input type="checkbox"/> ATM Card, if any destroyed (no.1 _____) (no.2 _____)	<input type="checkbox"/> Credit Card Auto Pay deleted
<input type="checkbox"/> Standing Instructions deleted	<input type="checkbox"/> Super Saver OD limit zeroised
<input type="checkbox"/> Demat Account, if any delinked	<input type="checkbox"/> Cheque leaves, if any, destroyed (nos. from _____ to _____)

If paid by MC/DD No. :	Dated _____
Balance in a/c :	_____
Service charges, if any :	_____
Amount paid :	_____

Signature verified _____	Approval _____
(Personal Bankers)	(Branch Manager)

TRADEWELL SECURITIES LTD.

Corp. Office: Flat No.204,Anushka trendz,BN Reddy colony, Road No.14, Banjara hills, Hyderabad - 500 034.
Ph: +91-40-2354 3258, 2355 5834, Toll Free: 1800 2700 696, Email: capfin@tradewellmail.com, URL:www.tradewell.in

Account Modification / Deletions Request Form

Please fill all the details in Block Letters in English

Application No.	CDSL	Account ID.																	
-----------------	------	-------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

(To be filled by the Account Holder)

	DD			MM					Y	Y	Y	Y
Date			\			\						

Depository Participant : **Tradewell Capfin Pvt. Ltd.**

Depository Participant - ID -

Depository Central Depository services (India) Ltd.

Account Holder's Details

Name of First Holder	
Name of Second Holder	
Name of Third Holder	

I/We request you to make the following modifications / deletions to my/our account in your records.

<input type="checkbox"/> Addition	<input type="checkbox"/> Modification	<input type="checkbox"/> Deletion (Choose whichever is applicable)		
<input type="checkbox"/> Address	<input type="checkbox"/> Telephone Nos.	<input type="checkbox"/> Bank Details	<input type="checkbox"/> POA Details	<input type="checkbox"/> Other details (specify)
Fields to be Modified	Addition / Modification / Deletion	Existing Details	New Details	

You may attach an Annexure (with signature) if the space above is found insufficient.

(A) Names (B) Signatures of Holders with DP

	First/Sole Holder	Second Holder	Third Holder
(A)			
103			
(B)			

104

Acknowledgment Receipt

Date: _____

Form No. _____

TRADEWELL CAPFIN PVT. LTD.

Corp. Office: Flat No.204, Anushka trendz, BN Reddy colony, Road No.14, Banjarahills,
Hyderabad - 500 034. Ph: +91-40-2354 3258, 2355 5834,
Toll Free: 1800 2700 696, Email: capfin@tradewellmail.com, URL: www.tradewell.in

Regd. Office: Plot No.: 503, Satya Sai Residency, Dharam Karan Road, Ameerpet, Hyderabad, Telangana - 500 016.
CIN No: U 65923 TG 2015 PTC 099783.

We here by acknowledge the receipt of the Loan Application cum KYC from the Borrower

Name _____

Address _____

Loan Application cum KYC Form and the documents will be processed within _____
working days from the date of submission.

Signature



TradeWell

TRADEWELL CAPFIN PVT. LTD.

Corp. Office: Tradewell House, Plot No: 1057-G, Road No.:45, Jubilee Hills, Hyderabad - 500 033.

Ph: +91-40-2354 3258, 2355 5834, Toll Free: 1800 2700 696, Email: capfin@tradewellmail.com, URL: www.tradewell.in

Regd. Office: Plot No.: 503, Satya Sai Residency, Dharam Karan Road, Ameerpet, Hyderabad, Telangana - 500 016.

CIN No: U 65923 TG 2015 PTC 099783.