



Monday, October 10, 2016  
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पावती

Original/Duplicate

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 9006 दिनांक: 10/10/2016

मावाचे नाव: कोलेकल्याण

दस्तावेजाचा अनुक्रमांक: बदर17-8545-2016

दस्तावेजाचा प्रकार: घोषणापत्र

मादर करणान्याचे नाव: इसीएल फायनान्स लिमिटेड चे ऑथो सिग्नेटरी श्री प्रफुल दळवी

नोंदणी फी

₹. 1000.00

दस्त हाताळणी फी

₹. 1680.00

पुश्टी संख्या: 84

एकूण:

₹. 2680.00

आपणाम मूळ दस्त, यंत्रनेल प्रिंट, सूची-२ अंदाजे  
4:46 PM ह्या वेळेस मिळेल.

सह. दु. नि. का. अंधेरी 6

बाजार मूल्य: ₹. 1/-

मोबदला ₹. 0/-

भरलेले मुद्रांक शुल्क : ₹. 500/-

सह दुय्यम निबंधक, अंधेरी क्र. ६  
मुंबई उपनगर जिल्हा

1) देयकाचा प्रकार: eChallan रकम: ₹. 1000/-

सीडी/घनादेश/पे ऑर्डर क्रमांक: MH005089518201617E दिनांक: 10/10/2016

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रकम: ₹. 1680/-

नोंदणी फी माफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

P.S. Dalu

REGISTERED ORIGINAL DOCUMENT  
BELIVERED ON-13/10/2016



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CHALLAN  
MTR Form Number-6

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GRN	MH005089518201617E	BARCODE			Date	10/10/2016-14:43:56	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty			TAX ID (If Any)				
	Registration Fee			PAN No. (If Applicable)				
Office Name	BDR17__JT SUB REGISTRAR ANDHERI 6			Full Name	ECL FINANCE LIMITED			
Location	MUMBAI							
Year	2016-2017 One Time			Flat/Block No.				
Account Head Details			Amount In Rs.	Premises/Building				
0030045601 Stamp Duty			500.00	Road/Street				
0030063301 Registration Fee			1000.00	Area/Locality				
				Town/City/District				
				PIN	4	0	0	0 9 8
				Remarks (If Any)				
				Amount In	One Thousand Five Hundred Rupees Only			
Total			1500.00	Words				
Payment Details	BANK OF MAHARASHTRA			FOR USE IN RECEIVING BANK				
Cheque/DD Details				Bank CIN	REF No.	02300042016101025853	384072175	
Cheque/DD No				Date	10/10/2016-14:44:21			
Name of Bank				Bank-Branch	BANK OF MAHARASHTRA			
Name of Branch				Scroll No. , Date	Not Verified with Scroll			

Mobile No.: Not Available

P.S. Dal



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### DECLARATION

**KNOW ALL MEN BY THESE PRESENTS THAT** I, Shri Praful Dalvi Son of late Shri Shridhar Dalvi, resident of A-Wing, Flat No. 903, Shanti Vaibhav CHS Limited, Plot No. 11-A, Sector - 42-A, Near D' Mart, Seawoods, Nerul (West), Navi Mumbai - 400 706 authorised signatory of M/s. ECL Finance Limited, a Non-Banking Finance Company incorporated under the provisions of the Companies Act, 1956 having its registered office at Edelweiss House, Off. C.S.T. Road, Kalina, Mumbai - 400 098 (hereinafter referred to as "**the said Company**") and duly registered with the Reserve Bank of India ("RBI") vide Registration Number 13.01831, duly authorised vide Board Resolution dated 25th July 2016, do hereby declare and state that I am making this Declaration on behalf of the said Company.

### **ARTICLE - 1** **APPLICABILITY**

The General Terms and Conditions (the "**General Terms**") set out herein shall be applicable to the Facilities provided by M/s. ECL Finance Limited (hereinafter referred to as "**ECLFL**" or "**Lender**") to the Borrower/s. The General Terms shall be read in conjunction with the Facility Agreement, relevant Schedule of Terms and other Transaction Documents.

All the provisions as contained in these General Terms shall have full force and effect till all monies due from the Borrower/s to the Lender under the Facility Agreement, relevant Schedule of Terms and other Transaction Documents and shall be binding on all Borrower(s) when avail of any kind of loan from ECLFL / Lender and are paid / repaid in full to the satisfaction of Lender.

For ECL Finance Ltd.

P.S. Dalvi

Authorised Signatory





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## ARTICLE - 2

### DEFINITIONS AND INTERPRETATION

2.1 In these General Terms, except where the context otherwise requires, the following words and expressions shall have the following meanings: -

2.1.1 **"Agreement"** means the Facility Agreement together with these General Terms and relevant Schedule of Terms and other Transaction Documents (which *inter-alia*, including Sanction Letter, if any, issued by Lender and accepted by Borrower/s) executed between the Borrower/s and the Lender from time-to-time, and as amended from time-to-time;

2.1.2 **"Applicable Law"** means all applicable Indian statutes, enactments, acts of the state legislature or the Parliament, and laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, judgments, directives and orders of any Governmental Authority, statutory authority, tribunal, board court, or a recognized stock exchange, as may be applicable;

2.1.3 **"Applicable Interest Rate"** shall mean the rate of interest as may be set out in relevant Schedule of Terms and shall include the Reset Interest Rate, as the case may be;

2.1.4 **"Approvals"** means all approvals, permissions, authorizations, consents, license and notifications whether from any Governmental or Regulatory Authority, any society, recognized stock exchanges, or any corporate authorizations as may be applicable



For ECL Finance Ltd.

P.S. Dalvi

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- 2.1.4 **"Availability Period"** means ~~the period within which~~ the Borrower/s has/have right to seek disbursement of the Facility as per the terms of this Facility Agreement and set out in the relevant Schedule of Terms or other Transaction Documents;
- 2.1.5 **"Business Day"** means any day other than a Sunday or a Saturday or a legal holiday or a day on which banking institutions are legally required or authorised to close at the place where payments is to be made under the Facility Agreement or as set out in the relevant Schedule of Terms or other Transaction Documents;
- 2.1.6 **"Conditions Precedent"** means the conditions set out in Article - 5 of these General Terms, which are required to be complied with by the Borrower/s before seeking any drawdown;
- 2.1.7 **"Drawdown Date(s)"** shall mean the Business Day(s) on which the disbursements are made by the Lender out of the Facility;
- 2.1.8 **"Drawdown Notice"** means the written notice issued by the Borrower/s to the Lender for seeking drawdown of the whole or a part of the Facility ~~in the~~ form and manner acceptable to the Lender;
- 2.1.9 **"Due Date(s)"** shall mean;
- (i) for payment of interest – the dates ~~set out in~~ the relevant Schedule of Terms on which the interest shall be payable by the Borrower/s at the Applicable Interest Rate (each such date is hereinafter referred to as the Interest Payment Date);



For ECL Finance Ltd.

P.S. Dalvi  
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- (iii) for repayment of principal - the date(s) set out in the relevant Schedule of Terms for repayment of principal amount of the Facility [hereinafter referred to as the Maturity Date(s)];
- (iv) any other amounts - the date on which such amount falls due in terms of the relevant Schedule of Terms and other Transaction Documents.

2.1.10 **"ECLFLPLR"** means the prime lending rate fixed by the Lender from time-to-time in respect of the Facility granted by it;

2.1.11 **"Event of Default"** means the occurrence of any of the events or circumstances specified in Article - 7 of these General Terms;

2.1.12 **"Facility"** shall have the meaning ascribed to it under the Section 3.1 of these General Terms;

2.1.13 **"Final Settlement Date"** means the date on which all the Obligations are irrevocably and unconditionally discharged by the Borrower/s in full, to the satisfaction of the Lender;

2.1.14 **"Finance Documents"** means (i) the Facility Agreement; (ii) the Schedule of Terms; (ii) the Promissory Note; (iii) any other documents executed between the Lender and the Borrower/s; and (vi) any other documents executed by any other person in favour of the Lender in connection with the Facility;



For ECL Finance Ltd.

P.S. Dalvi

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- 2.1.15 **"Governmental Authority"** means any central or state government or political subdivision thereof; statutory authority, local authorities, any department, agency or instrumentality of any government or political subdivision thereof including Reserve Bank of India (RBI), Securities Exchange Board of India (SEBI), Maharashtra Housing and Area Development Authority (MHADA), municipal corporations, Airport Authority of India, Coastal Zone Management Authority(ies), City and Industrial Development Corporation of Maharashtra Limited (CIDCO), the Foreign Investment Promotion Board, Town Planning Authorities, any administrative body, Court, Tribunal or Arbitral Tribunal, quasi judicial bodies, and includes any recognized stock exchanges;
- 2.1.16 **"Facility Amount"** means the principal amount of the Facility disbursed and outstanding at any point of time;
- 2.1.17 **"Material Adverse Effect"** mean any adverse effect which has material affects on (a) the Borrower's financial or operating condition or business; (b) Borrower's ability to observe or perform any of its Obligations under the relevant Schedule of Terms and Transaction Documents; or (c) the legality, validity and enforceability of any of the Transaction Documents; or (d) valuation, implementation or consummation or operation of the Project; or (e) the ability of the Lender to exercise or enforce any right, benefit, privilege or remedy under any Transaction Documents; or (f) the ability of the Borrower/s to comply, in all respects, with the terms or conditions of any Approval;
- 2.1.18 **"Obligations"** mean all amounts payable to the Lender by the Borrower/s pursuant to the terms of

For ECL Finance Ltd.

R.S. Dalvi

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the Facility Agreement, relevant Schedule of Terms and other Transaction Documents, including without limitation: -

- (i) the Facility Amount, interest and all other monies payable thereon and other amounts and liabilities of the Borrower/s, arising out of or in connection with the Facility Agreement and relevant Schedule of Terms; and
- (ii) any and all sums advanced/incurred by the Lender as the case may be, under the Transaction Documents together with costs, stamp duties, legal fees etc.;

2.1.19 **"Potential Event of Default"** means any event which may with passage of time or giving of notice or making of any determination under these General Terms or by any combination thereof become an Event of Default;

2.1.20 **"Related Party(ies)"** in relation to a person mean relatives of such person as defined under the provisions of Companies Act, 2013 and rules framed thereunder the companies promoted by said person, partnership concern or LLP in which said person is a partner, the holding, subsidiary, associate, affiliate company of the said person, promoters, directors, trustees, settler, Karta, members or partners of said person, HUF of which said person is Karta and member of HUF, as the case may be;



2.1.21 **"Schedule of Terms"** means Schedule executed pursuant to the sanction of the Facility and the Facility Agreement from time-to-time between the Borrower/s and the Lender governing the specific terms and conditions of the Facility;

For ECL Finance Ltd.

P.S. Dalvi  
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- 2.1.22 **"Taxes"** means any present or future tax, levy, impost, duty, stamp duty, charge, fee, deduction or withholding in the nature of tax wherever imposed, levied, collected, withheld or assessed by any Government Authority pursuant to the Applicable Law;
- 2.1.23 **"Tranche"** shall have the meaning ascribed to it in Section 3.4 hereto;
- 2.1.24 **"Transaction Documents"** mean the Finance Documents and any other Documents (including Sanction Letter) signed by and between the Borrower/s and ECLFL / Lender or signed by either of the Parties viz. the Borrower/s or ECLFL / Lender in favour of the other Party pertaining to the Financial Facility being availed of by the Borrower/s;

## 2.2 CONSTRUCTION

In this Agreement: -

- 2.2.1 any reference to the Lender shall include references to the Lender's nominee(s), as the context may require;
- 2.2.2 any reference to the Facility Agreement and/or any other agreement or document(s) in these General Terms shall be construed, as a reference to the Facility Agreement, and such agreement(s) or document(s) as the same may have been amended, varied, supplemented or novated in writing at the relevant time;
- 2.2.3 a provision of law is a reference to that provision as amended or re-enacted;

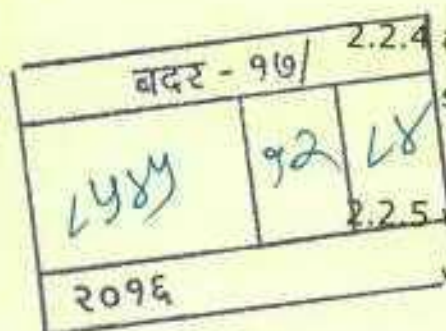


For ECL Finance Ltd.

P.S. Dalvi

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2.2.4 a section or a Schedule is a reference to a section or a schedule to this Agreement;

2.2.5 words importing the plural shall include the singular and vice-versa;

2.2.6 schedules are to be construed as references to the Schedules of the Facility Agreement and forms integral part of the Facility Agreement and any supplementary or additional Schedules, from time-to-time executed by the parties and references to the Facility Agreement include references to its Schedules;

2.2.7 a Person shall be construed as including references to an individual, firm, company or other body, whether incorporated or not;

2.2.8 Index and the headings in these General Terms are for convenience and are to be ignored in construing this Agreement.

### ARTICLE - 3

#### AMOUNT AND TERMS OF THE FACILITY

##### 3.1 THE FACILITY

3.1.1 At the request of the Borrower/s, the Lender agrees to provide to the Borrower/s and the Borrower/s agrees to avail from the Lender a revolving loan facility to the maximum extent set out in relevant Schedule of Terms (hereinafter referred to as the "Facility"), on such terms and conditions as set out in these General Terms, Facility Agreement and other Transaction Documents;

3.1.2 The proceeds of the Facility, shall be used by the Borrower/s for the purpose as sanctioned and as set out in the relevant Schedule of Terms;



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- 3.1.3 The Lender may at its sole discretion and on such terms and conditions, as the Lender may deem fit, agree at the request of the Borrower/s for enhancement or increase in the limit of the Facility. The Lender, however, shall have the right and discretion to withdraw the Facility or reduce or cap the limit of the Facility at any time. The Lender's decision in this respect shall be final and binding on the Borrower/s;

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- 3.1.4 The Borrower/s shall furnish a certificate from a Chartered Accountant of repute acceptable to the Lender regarding end use of the proceeds of each disbursement of the Facility within a period of 30 days from the date of such disbursement. The Borrower/s agrees that the Lender shall have the right to appoint an auditor to verify the end use of the Facility. The Borrower/s further agrees and undertakes to provide access to its records, documents, system etc. and cooperate with the auditor so appointed by the Lender for verifying the end use of the Facility.

### 3.2 AVAILABILITY PERIOD

Subject to other terms of the Facility Agreement, the Facility shall be available for the period set out in the relevant Schedule of Terms.



### 3.3 PROCESSING FEE

The Borrower/s shall pay to the Lender onetime non-refundable and non adjustable processing fee/facility management fee / documentation charges (plus all applicable taxes) as may be set out in Sanction Letter issued by the Lender to the Borrower/s communicating sanction of the Facility. Such fee shall be payable within

For ECL Finance Ltd.

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the time prescribed in the said Sanction Letter unless otherwise agreed by the Lender in writing.

3.4.1 The Facility may be disbursed during the Availability Period in tranches as may be decided by the Lender (each such tranche hereinafter referred to as the "Tranche") and in the manner set out in Schedule of Terms hereto subject to the Borrower/s complying with the provisions of the Facility Agreement, these General Terms, relevant Schedule of Terms and the disbursement procedure stipulated under these General Terms being followed (including production / execution of evidences / documents required for disbursement);

3.4.2 In the event of the Lender agrees to disburse any amount of the Facility pending creation of final Transaction Documents as stipulated in the Facility Agreement and the relevant Schedule of Terms, the same may be disbursed on such terms as may be decided by the Lender;

3.4.3 All disbursements shall be made by the Lender to the bank account of the Borrower/s with any schedule bank as the Lender may decide by way of Real Time Gross Settlement (RTGS) or cheque or authorization. The interest on the Facility Amount shall accrue from the date of RTGS transfer / date of cheque or authorization, as the case may be. The Lender may in suitable circumstances and at the request of the Borrower/s disburse any Tranche(s) in the name of a third person on behalf of the Borrower/s, at the sole discretion of the Lender. All such disbursement shall deemed to be the direct disbursement to the



For ECL Finance Ltd.

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Borrower/s and the Borrower/s agree and undertake to give the receipt of said disbursement in such form and manner as may be acceptable to the Lender;

3.4.4 Unless the Lender agrees otherwise, the Borrower/s shall not have any right to seek drawdown out of the Facility after the account has been classified as non-performing in the books of the Lender or any of the schedule bank or financial institution or non-banking financial institution as per guidelines issued by the RBI in this regard or on the occurrence of an Event of Default;

3.4.5 The Borrower/s shall give the Drawdown Notice to the Lender at least three Business Days prior to the proposed Drawdown Date. The Drawdown Notice shall be irrevocable. Provided always that the disbursement of the Facility or any part thereof shall be made by the Lender only upon satisfaction of all of the Conditions Precedent pertaining to such drawdown (unless waived by the Lender in its sole discretion in writing) by the Borrower/s;

3.4.6 On receipt of the Drawdown Notice, the Lender shall review the compliance of the Conditions Precedent for the proposed disbursement. If the Borrower/s has / have complied with all the terms and conditions for the proposed drawdown, the Lender will proceed with disbursement on the proposed Drawdown Date. In case the Lender determines that the Borrower/s is / are not in compliance of all or some of the terms and conditions for the proposed disbursement, the Lender shall communicate the same to the Borrower/s and the disbursement will happen only on compliance of all the terms and conditions. Provided that the Lender shall have the absolute discretion to postpone, refuse or cancel the disbursement even if the Borrower/s



For ECL Finance Ltd.

P.S. Dali

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is/are in compliance of all the Conditions Precedent;

3.4.7 The Lender may deduct from sums to be lent to the Borrower/s any monies then remaining due and payable by the Borrower/s to the Lender under the terms of this Agreement. The sums so deducted or adjusted shall be deemed to be disbursements made by the Lender under this Agreement.

### 3.5 INTEREST

3.5.1 The Borrower/s shall pay to the Lender Interest on the Facility Amount at the Applicable Interest Rate. The interest shall start accruing from the first Drawdown Date and shall be payable on Interest Payment Date(s);

3.5.2 All interest on the Facility Amount and all other monies accruing under the Facility Agreement shall, in case the same are not paid on the respective Due Date(s), carry interest/further interest at Applicable Interest Rate, computed from the respective Due Dates and shall become payable upon the footing of compound interest on Interest Payment Date(s);

3.5.3 The Borrower/s shall pay interest tax, interest rate surcharge, tax or any other charge, levy or fee at such rate as may be levied or demanded from the Borrower/s or required to be levied, demanded or collected by the Lender from the Borrower/s from time-to-time, by any Governmental Authority, RBI or any other authority pertaining to or in respect of the Facility;



3.5.4 The interest and all other monies payable to the Lender shall accrue from day-to-day and shall be calculated on this basis for the actual number of days lapsed and the year shall be of 365 days;

For ECL Finance Ltd.

P.S. Dalvi

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- 3.5.5 The Borrower/s acknowledges that the Facility provided under the Facility Agreement is for a commercial transaction and the Borrower/s waives any defenses available under usury or other laws relating to the charging of interest. The Borrower/s further agrees and acknowledges that the Lender shall have right to enhance Applicable Interest Rate, if in the sole opinion of the Lender the market conditions so warrant.

### 3.6 DEFAULT INTEREST

- 3.6.1 Without prejudice to any other right and remedies that the Lender may have under the Finance Documents, Applicable law or equity, if the Borrower/s fails to pay any sum due and payable to the Lender under the Facility Agreement, including but not limited to the interest payable by the Borrower/s on the Interest Payment Date(s) in accordance with Section 3.5 above, on the respective Due Date(s), the Borrower/s shall pay an additional interest on such sum from the respective Due Date(s) thereof up to the date of actual payment, at the rate set out in the relevant Schedule of Terms over and above the Applicable Interest Rate ("**Default Interest Rate**"). The said default/additional interest shall be payable on demand and in case no demand is made on the immediately succeeding Interest Payment Date;
- 3.6.2 In the event the Borrower/s commits breach of any term of the Facility Agreement, these General Terms or the relevant Schedule of Terms or the other Transaction Documents, then the Borrower/s shall also pay default interest at the Default Interest Rate on the Facility Amounts from the date of such breach upto the period set out in the relevant Schedule of

For BCL Finance Ltd.

P. S. Dalvi

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Terms. The right to charge default interest shall be in addition to and without prejudice to any other right available to the Lender under these General Terms, the Facility Agreement and/or Applicable Laws;

- 3.6.3 The Borrower/s acknowledges that any sums, interest, default amount including but not limited to the Default Interest Rate are reasonable and that they represent genuine pre-estimates of the loss incurred by the Lender in the event of non-payment or default by the Borrower/s.

### 3.7 REPAYMENT

- 3.7.1 Subject to the terms and conditions of this Section 3.7.2 hereinbelow, the Facility Amount shall be repayable by the Borrower/s in the manner and on the Maturity Date, unless the Facility has been withdrawn / cancelled and the entire Facility Amount has been recalled prior to the Maturity Date in accordance with the terms of this Agreement;
- 3.7.2 The Lender may at the request of the Borrower/s and in its absolute discretion, in suitable circumstances vary, revise or extend the Maturity Date(s) on such terms and conditions (including revision in Applicable Interest Rate etc.) as may be deemed fit or proper by the Lender.

### 3.8 PREPAYMENTS



- 3.8.1 The Borrower/s may at any time prepay the Facility Amount together with interest and other expenses either in part or full in the form and manner as set out in the relevant Schedule of Terms to the Facility Agreement;

- 3.8.2 The prepayment notice issued by the Borrower/s shall be irrevocable and the Facility Amount once prepaid

For ECL Finance Ltd.

P. S. Dalvi

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as above shall again be available for withdrawal within the Availability Period on compliance of other terms of the Facility Agreement, the relevant Schedule of Terms and other Transaction Documents. Provided always that the outstanding Facility Amount and the amount proposed to be disbursed out of the Facility together should not exceed the principal amount of the Facility.

### 3.9 APPROPRIATION OF AMOUNTS

All amounts paid by the Borrower/s under the Transaction Documents or any amounts received by the Lender, shall be applied or appropriated by the Lender in such manner and in such order for discharge of the Obligations as may be decided by the Lender in its absolute discretion *inter-alia* in the order firstly towards costs, charges, expenses and other moneys payable to the Lender and/or its Related Party, secondly towards default interest, interest payable to the Lender and/or its Related Party, thirdly, towards the principal sums due and payable to the Landlord and/or its Related Party. The Borrower/s agrees and consents that the Lender may at its discretion appropriate the amount received from the Borrower/s and others as above towards repayment of the Obligations or indebtedness / obligations of the Borrower/s or any of Borrower's Related Party under any other lending or other agreement(s) with the Lender or with any of Lender's Related Party.

### 3.10 PLACE AND MODE OF PAYMENT BY THE BORROWER/S

Unless otherwise instructed by the Lender, all monies payable by the Borrower/s to the Lender shall be paid to them at Mumbai or at any other place communicated by the Lender in writing, and such a payment shall be

For ECL Finance Ltd.

P. S. Dahi

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made 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 payments by local cheque/bank draft / RTGS remittance will be given on realization of the amount or the relative Due Date, whichever is later.

### 3.11 DUE DATE OF PAYMENT

If the Due Date in respect of Facility amount or any part payment thereof, interest, default interest and all other monies payable under the Facility 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.

### 3.12 REIMBURSEMENT OF EXPENSES

3.12.1 The Borrower/s shall reimburse all cost, charges, expenses and other sums incurred or paid by the Lender under the provisions of the Transaction Documents within seven days from the date of notice of demand of the Lender together with interest at the Applicable Interest Rate from the date of payment and/or date of incurring of such expense by the Lender till such reimbursement;

3.12.2 In case of default in making such reimbursement within seven days from the date of notice of demand, the Borrower/s shall also pay on the defaulted amounts, the Default Interest at the rate stipulated in the relevant Schedule of Terms hereto over and above Applicable Interest Rate from the expiry of seven days from the date of notice of demand till reimburse;



For ECL Finance Ltd.

P. S. Dalu

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- 3.12.3 The Borrower/s shall pay / reimburse the Lender legal charges, fees and expenses incurred by the Lender in connection with documentation. In addition to the above, the Borrower/s shall also bear the stamp duty and registration charges, etc. in connection with the creation, registration and perfection of the Transaction Documents.

### 3.13 TAXES

- 3.13.1 The Borrower/s shall during the currency of the Facility bear all Taxes (save and except TDS) as may be applicable or as may be levied by any Governmental Authority in relation to the Facility and Transaction Documents.
- 3.13.2 Notwithstanding anything to the contrary stated herein, it is expressly agreed that all payments to be made to the Lender under the Facility Agreement shall be made free and clear of and without any deduction for or on account of any Taxes (save and except TDS) and without any set-off or counter-claim. If the Borrower/s 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/s is required to make deduction or withholding in respect of any Taxes calculated with reference to the income received by the Lender, the Borrower/s shall promptly deliver to the Lender tax withholding or tax deduction certificates in respect of such withholding or deduction.

For ECL Finance Ltd.

P.S. Dahi

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The Borrower/s shall issue and submit the TDS certificate to the Lender within 90 days from the date of deduction of such tax. The Lender shall be entitled not to treat account close or otherwise till the time the TDS certificate is submitted by the Borrower/s to the Lender and the same is reflected in the Form 26 AS of the Lender in the relevant website, irrespective of the repayment of the Facility Amount. Failure of the Borrower/s to submit TDS Certificate and/or non-reflection of the same in Form 26 AS, as aforesaid, will tantamount to an Event of Default under this Agreement.

- 3.13.4 Without prejudice to the provisions of Section 3.13.1, 3.13.2 and 3.13.3 above, if the Lender is required to make any payment (including but not limited to payment due to failure of the Borrower/s to deposit TDS) on account of any Taxes (other than on account of income) 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/s 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.

### 3.14 OTHER CONDITIONS

- 3.14.1 The Borrower/s shall furnish ECS Mandate and/or post dated cheques for the interest payment ("**Interest Payment Cheques**") and undated cheque for repayment of the Facility ("**Repayment Cheque**");



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3.14.2 The Borrower/s understands and warrants that the Repayment Cheque and Interest Payment Cheque/s (hereinafter interest respectively is/shall be for adequate consideration collectively referred to as the "**Cheques**") issued/to be issued by It towards the repayment of the principal amount of the Facility and towards payment of and towards discharge of its Obligations under the Facility Agreement. The issue of the Cheques /ECS Mandate shall not absolve the Borrower/s from its liability to pay the said sums hereunder until the Cheque is/are duly realized /ECS Mandate is honoured and then to the extent of realized amount. The Borrower/s shall maintain adequate balance for realization of the Cheques/ honour of ECS Mandate on their due dates for payment. The Borrower/s agrees and undertakes not to close the bank account/s from which such Cheques / ECS Mandate have been issued or issue any communication to its banker or the Lender for stopping or postponing the presentment of the said Cheques and the Lender are not bound to take notice of any such communication and which, if issued, will be regarded as a dishonour of the Cheques drawn. The Borrower/s shall give prior notice of change of the authorized signatory of the Borrower/s and shall after effecting any such change immediately replace the existing Cheques with the Cheques signed by the new authorized signatories. If the Borrower/s cancels the Cheques given to the Lender or closes the bank account on which said Cheques are drawn/ECS Mandate is granted or changes the authorized signatory for the said bank account (or attempts to cancel the Cheques / ECS Mandate or close the bank account or change the authorized signatories) without the prior written consent of the Lender, such acts of the Borrower/s shall be deemed to have been committed with a criminal intent to cause wrongful

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loss to the Lender and would be construed as an Event of Default and the Lender shall be entitled to initiate appropriate criminal proceedings against the Borrower/s, without prejudice to the Lender's other rights and remedies available under the Applicable Laws and/or under the Finance Documents. Without prejudice to the Lender's rights under the provisions of the Applicable Laws and the Finance Documents, the Borrower/s shall pay cheque / ECS Mandate dishonour charges and missed payment charges for first and subsequent re-presentations as may be determined by the Lender from time-to-time. Submission of Cheques by the Borrower/s to the Lender shall be with an unconditional and irrevocable authority given by the Borrower/s to the Lender to present them for payment, after inserting necessary material details, on or after the dates indicated on such Cheques;

3.14.3 The Borrower/s hereby authorizes the Lender to date a Repayment Cheque with: - (i) the date of the Maturity Date; or (ii) the date on which any repayment or prepayment is required to be made under the Facility Agreement and the relevant Schedule of Terms (or any other date subsequent to such date); or (iii) the date on which the Facility become due and payable under any notice issued by the Lender as per the terms of this Agreement. The relevant Repayment Cheque shall be presented for payment by the Lender without any additional notice to the Borrower/s;



3.14.4 The Borrower/s shall open and maintain designated Bank account or any other account as desired by the Lender, at all times during the currency of this Agreement. The Borrower/s undertakes to regularly pay the dues / fees, if applicable in respect of the

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said designated accounts. The Borrower/s shall neither close the designed account/s till all the Obligations are repaid in full and irrevocably;

- 3.14.5 The Borrower/s shall furnish Demand Promissory Note and other ancillary documents like letter of continuity, voluntary declarations, guarantee, undertaking, Forms etc. in the form and manner acceptable to the Lender;
- 3.14.6 The Borrower/s shall furnish Irrevocable Power of Attorney in favour of the Lender in the form and manner acceptable to the Lender.

**ARTICLE - 4**  
**REPRESENTATIONS AND WARRANTIES OF THE**  
**BORROWER/S**



4. The Borrower/s shall be deemed to have assured, confirmed and undertaken as follows in order to urge and make the Lender to enter into the Facility Agreement, the Schedule of Terms and the other Finance Documents. Each of the following representations, warranties and undertakings (collectively the "Representations and Warranties"), subject to the disclosures made by the Borrower/s, shall be deemed to have been made as of the date of Facility Agreement and the relevant Schedule of Terms and as of each Drawdown Date. These Representations and Warranties shall survive the execution and delivery of the Facility Agreement and continue until Final Settlement Date.

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#### 4.1 STATUS, POWER AND AUTHORITY

The Borrower/s competent to contract within the meaning of Indian Contract Act, 1872 and has the power and authority to own its property and assets and to transact the business in which it is engaged or proposes to be engaged and to do all things necessary to consummate the transactions contemplated by the Facility Agreement;

- 4.1.2 All Approvals requisite for execution, delivery and performance of the Transaction Documents have been procured and are in full force and effect and shall continue to be so until the Final Settlement Date.

#### 4.2 NO VIOLATION/NO CONFLICT

Neither the execution and delivery by the Borrower/s of the Facility Agreement, Schedule of Terms and the other Transaction Documents, as have been executed and delivered as of each date this Representations and Warranties is made or deemed made, nor the Borrower's compliance with or performance of the terms and provisions hereof or thereof: - (i) will contravene, in any material respect, any provision of any Applicable Law(s) or any order, writ, injunction or decree of any Government Authority or any of the Approval; (ii) will violate any provisions of the Memorandum and Articles of Association of the Borrower/s; and (iii) will violate or conflict with the provisions of the shareholders agreement, if any, entered into between the Borrower/s and its promoters.

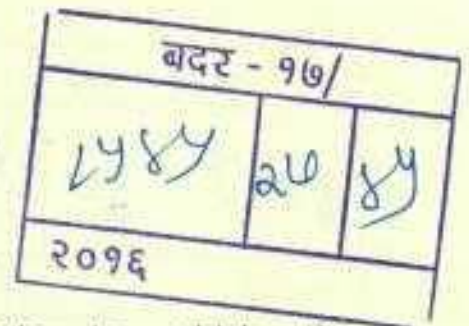


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### 4.3 LEGAL VALIDITY

- 4.3.1 The Transaction Documents to which the Borrower/s is or will be a party constitutes, or when executed in accordance with its terms will constitute, its legal, valid and binding obligation enforceable in accordance with the respective terms in the courts of the jurisdiction specified therein;
- 4.3.2 All registrations, recordings, filings and notarisations of the Transaction Documents and all payments of any tax or duty, including stamp duty, registration charges or similar amounts which are required to be effected or made by the Borrower/s which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Transaction Documents have been made.

### 4.4 NO DEFAULT

No Potential Event of Default or Event of Default is existing / continuing or might result from the making of any borrowing(s) under the Finance Documents. Further to the best of the Borrower's knowledge, no other event or circumstance exists which constitutes a Potential Event of Default or which with the giving of notice, lapse of time, determination of materiality or the fulfillment of any other applicable condition or any combination of the foregoing, might constitute an Event of Default.

### 4.5 LITIGATION

- 4.5.1 No steps have been taken or threatened for the liquidation, winding-up or dissolution or insolvency or amalgamating, reconstruction or reorganization



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of the Borrower/s or for the appointment of a liquidator, receiver, trustee or similar officer in respect of the Borrower/s;

- 4.5.2 There are no actions, suits, proceedings, investigation, arbitration, administrative proceeds, disputes or claims pending before any court, Government Authority, tribunal, arbitrator or administrative body, or threatened against or affecting the Borrower/s, which would adversely affect its/his financial condition or its/his ability to perform its / his Obligations under the Transaction Documents or affect the validity of any of the Transaction Documents and each of the Borrower/s have complied with all Applicable Laws.

#### 4.6 TAX RETURNS AND PAYMENTS

- 4.6.1 The Borrower/s has filed all Tax returns required to be filed under the Applicable Law and has paid all Taxes payable by it, which have become due pursuant to such tax returns, save and except those not yet delinquent and/or contested in good faith and for which adequate reserves have been established / provision made. No tax notice is outstanding or pending against the Borrower/s. The Borrower/s does not have any claims or liabilities including, without limitations, provident fund or income tax dues.



#### 4.7 COMPLIANCE WITH APPLICABLE LAWS

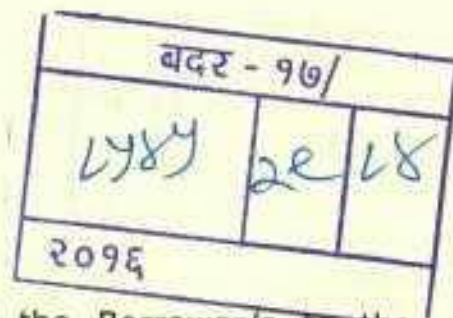
The Borrower/s is in compliance in all material respects with the Applicable Laws.

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#### 4.8 INFORMATION



All information given by the Borrower/s to the Lender with Facility application or thereafter and in connection with the sanction of the Facility and/or Transaction Documents is true, complete and accurate in all material respects and the Borrower/s has not concealed any material facts which is likely to have an adverse affect on the decision making of the Lender.

#### 4.9 ANTI-MONEY LAUNDERING

The operations of the Borrower/s are and have been conducted at all times in compliance with applicable financial record keeping and reporting requirements and money laundering statutes in India and of all jurisdictions in which the Borrower/s conducts business, the rules and regulations and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, **Anti-money Laundering Laws**) and no action, suit or proceeding by or before any Governmental Authority or any arbitrator involving any member of the group with respect to Anti-Money Laundering Laws is pending and no such actions, suits or proceedings are to the best of its knowledge threatened or contemplated.



#### 4.10 OTHER WARRANTIES

- 4.10.1 The Transaction Documents to which the Borrower/s is a party will constitute, private and commercial acts done and performed for private and commercial purposes and the Borrower/s does not enjoy any immunity in respect thereof;

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No proceeding, investigation or enquiry is either pending or is threatened against the Borrower/s by any other Government Authority. Further the Borrower/s has not been reprimanded or penalized by any of the Government Authority for violation of any of law.

## ARTICLE - 5

### CONDITIONS PRECEDENT TO DRAWDOWN

#### 5.1 CONDITIONS PRECEDENT TO DRAWDOWN OF FIRST TRANCHE

The obligation of the Lender to disburse the first Tranche shall be subject to the Borrower/s performing the obligations and undertakings set out herein below besides compliance by the Borrower/s with the procedure for disbursement stipulated by the Lender, to the satisfaction of the Lender: -

- 5.1.1 all the Transaction Documents shall have been properly stamped, executed and have come into force as per their respective terms;
- 5.1.2 the legal and financial due diligence on the Borrower/s, where considered necessary by the Lender) and its / their operations shall have been completed by the Lender and its advisors and the Borrower/s shall have resolved all the issues arisen out of such due diligence to the satisfaction of the Lender;
- 5.1.3 the Lender shall have received, in the form and substance satisfactory to the Lender, any other document that the Lender may deem necessary to consummate the transaction contemplated hereunder including all requisite documents in



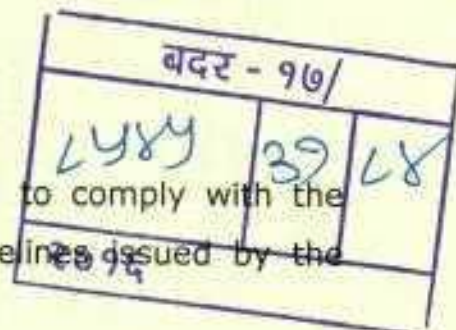
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respect of the Borrower/s to comply with the Know Your Customer Guidelines issued by the RBI from time-to-time;



- 5.1.4 no Event of Default and/or Potential Event of Default shall have occurred;
- 5.1.5 the Borrower/s shall have delivered a certificate to the Lender in the form and manner acceptable to the Lender, confirming that all the Representations and Warranties as set out in the Finance Documents are true, correct and accurate as of each Drawdown Date and that no event or circumstances have occurred and/or will occur pursuant to the drawdown, which could have a Material Adverse Effect on the rights of the Lender under the Transaction Documents and/or which could affect the validity and the enforceability of the Transaction Documents; and
- 5.1.6 the Borrower/s shall have submitted Drawdown Notice in the form and manner acceptable to the Lender.

## 6.2 CONDITIONS PRECEDENT FOR DRAWDOWNS OF SUBSEQUENT TRANCHES

The obligation of the Lender to make drawdown of subsequent Tranches under these General Terms, Facility Agreement shall be subject to the relevant Schedule of Terms Borrower/s performing the obligations and undertakings set out herein below, unless waived, besides compliance by the Borrower/s with the procedure for disbursement stipulated by the Lender to the satisfaction of the Lender: -



- 6.2.1 the Borrower/s shall have complied with such of the pre-disbursement conditions which were

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relaxed by the Lender at the time of making disbursement of the earlier Tranche;

- 6.2.2 each of the Transaction Documents shall be validly existing and enforceable under the Applicable Laws;
- 6.2.3 no Event of Default and/or Potential Event of Default shall have occurred;
- 6.2.4 the Borrower/s shall deliver a certificate to the Lender in a form and manner acceptable to the Lender, confirming that all the Representations and Warranties as set out in the Transaction Documents are true, correct and accurate as of each Drawdown Date and that no event or circumstances have occurred and/or will occur pursuant to the drawdown, which could have a Material Adverse Effect on the rights of the Lender under the Transaction Documents and/or which could affect the validity and the enforceability of the Transaction Documents; and
- 6.2.5 the Borrower/s shall have submitted the Drawdown Notice.

## ARTICLE - 6

### CONDITIONS APPLICABLE DURING CURRENCY OF THE FACILITY AGREEMENT

#### 6.1 AFFIRMATIVE COVENANTS

The Borrower/s covenants and agrees that until the Final Settlement Date, the Borrower/s shall: -

- 6.1.1 comply with the terms of and do all that is necessary to maintain in full force and effect

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all Approvals required to enable him/it to lawfully carry on his/its business, for proposed funding;

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- 6.1.2 inform the Lender of any litigation, arbitration or other proceedings before any Governmental Authority which is likely to or could adversely affect the Borrower/s forthwith upon such proceedings being instituted or threatened;
- 6.1.3 promptly inform the Lender of the occurrence of any event, which it becomes aware of, which might have Material Adverse Effect or which would adversely affect the Borrower/s or his/its ability to perform his/its respective Obligations under the relevant Transaction Documents;
- 6.1.4 at its cost and expense, execute and deliver or cause to be executed and delivered such additional / further instruments / documents or do and cause to be done such further acts and deed as may be necessary or proper in the sole opinion of the Lender to carry out / implement more effectively the provisions of the Transaction Documents;
- 6.1.5 promptly inform the Lender of the occurrence of any event which is likely to render any of the Representation and Warranties as set out in these General Terms and other Transaction Documents untrue or invalid;
- 6.1.6 promptly inform the Lender of the occurrence of any Potential Event of Default or Event of Default and of the steps being taken by the Borrower/s 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



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otherwise stated in such confirmation, no default has occurred and is continuing;

6.1.7 pay regularly all Taxes, assessments, dues, duties and impositions as may, from time-to-time be payable to any Governmental Authority and immediately inform the Lender of receipt of any tax notice;

6.1.8 deliver to the Lender in form and details satisfactory to the Lender: -

- (i) certified copies of income tax and other direct or indirect tax returns;
- (ii) all letters, notices, petitions, complaints, and other documents relating to any suit, action, petition, arbitration, litigation or other legal proceeding of any nature whatsoever commenced or proposed / threatened to be commenced by or against the Borrower/s;

6.1.9 pay or reimburse to the Lender all charges, Taxes including additional stamp duty or penalties imposed on or in pursuance of the Transaction Documents or on any instruments issued hereunder;

6.1.10 immediately inform the Lender, if it has notice of: - (i) any application for insolvency having been made or any statutory notice of insolvency under the Applicable Laws having been received by the Borrower/s; (ii) any notice received by the Borrower/s from any of its lenders regarding acceleration / recall of loans by such lender/s and/or initiation of recovery proceedings for such loans;



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6.1.11 That Lender shall have a paramount right of set off and, in exercise of Lender's general lien under law, the Lender shall also have a paramount right of lien on all monies, accounts, securities, deposits, goods and other asset and properties belonging to the Borrower/s or standing to the Borrower/s credit (whether singly or jointly with other person/s), which are or may at any time with or in the possession or control of any branch of the Lender for any reason or purpose whatsoever;

6.1.12 The Borrower/s hereby unconditionally agrees that the occurrence of any Event of Default hereunder shall also be treated as an event of default under any other loan facility being availed by the Borrower/s from the Lender or Lender's Related Party and the Lender is hereby authorized by the Borrower/s to retain and to continue to hold and/or set off all monies and/or accounts standing in the Borrower's name held by the Lender in any other Agreement and adjust the proceeds thereof, at its sole discretion, towards repayment of the Loan under the Facility Agreement on first priority including any interest and other charges due and payable by the Borrower/s to the Lender and Lender's Related Party.

## 6.2 NEGATIVE COVENANTS

The Borrower/s covenants and agrees that so long as any Obligation(s) remains unpaid and until the Final Settlement Date, it shall not without the prior written consent of the Lender: -

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close any bank accounts or affect any change in the authorized signatories upon which the cheques for interest and principal repayment have been issued to the Lender;

- 6.2.2 grant in favour of any other Person any interest in or any option or other rights in respect of any of the property charged in favour of the Lender or any part thereof.

### 6.3 ACCESS TO RECORDS AND ACCOUNTS

- 6.3.1 The Borrower/s shall permit the Lender and their authorized representatives and consultants to carry out technical, financial and legal inspections and to inspect all records, registers and accounts of the Borrower/s. The cost of inspection, travelling, and other expenses shall be payable by the Borrower/s to the Lender in this behalf;

- 6.3.2 The Borrower/s shall keep and maintain up to date in accordance with good business practice and Applicable Laws all statutory books, books of account, bank statements, sale of flats/units in the Project and other records of the Borrower/s and shall also maintain detailed records showing expenditure incurred on the Project, including utilisation of proceeds of the Facility and such records shall be open to examination by the Lender and their authorised representatives and consultants;



6.3.3

- The Borrower/s shall also furnish to the Lender such reports as may be required by them;

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#### 6.4 UNDERATKINGS

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The Borrower/s hereby assures, agrees and undertakes that throughout the continuance of the Facility Agreement it shall bear all expenses including legal expenses, if any, with regard to the transaction contemplated under the Facility Agreement and Transaction Documents;

#### ARTICLE - 7

### 7 EVENTS OF DEFAULT AND CONSEQUENCES

#### 7.1 EVENTS OF DEFAULT AND ITS CONSEQUENCES

Unless otherwise agreed by the Lender in writing, without the necessity of any demand upon or notice to the Borrower/s, all of which are hereby expressly waived by the Borrower/s and notwithstanding anything contained herein or in any Transaction Documents executed by and/or to be executed by the Borrower/s in favour of the Lender, the entire outstanding Obligations shall become payable immediately upon happening of any of the following events: -

##### 7.1.1 Failure to pay

The Borrower/s fails to pay any amount due under the Facility Agreement, the relevant Schedule of Terms and other Transaction Documents the due date or on demand, as the case may be, and/or in the event the Lender is of the opinion that there is a likelihood of the monies due under the Finance Documents not being repaid. Each failure of the Borrower/s to pay any amount due shall constitute a separate Event of Default.



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### 7.1.2 Misrepresentation

- (i) Any representation or statement made by the Borrower/s in the application made for the Facility or in the reports and other documents and information furnished by the Borrower/s from time-to-time in connection with the credit appraisal for sanction of the Facility or pursuant to/under the Transaction Documents, including but not limited to any representation or statement with respect to the Project, Receivables or any certificate or statement delivered by the Borrower/s pursuant hereto is or proves to have been incorrect or misleading;
- (ii) If it is found that the Borrower/s and has withheld material information from the Lender which would have impacted the Lender's decision.

### 7.1.3 Inability to pay Debts

- (i) If there is reasonable apprehension that Borrower/s is unable to pay or admits in writing his/its inability to pay his/its debts as they mature or stops, suspends or threatens to stop or suspend payment of all or any debt, or begins negotiations or takes any proceeding for taking it into liquidation, either voluntarily or compulsorily, may be or have been commenced or other step with a view to rescheduling or deferral of any part of its debts or proposes or makes a general assignment or an arrangement or composition with or for the benefit of his/its creditors generally or any group or class



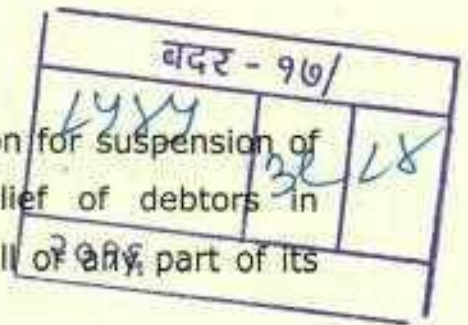
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thereof, or files a petition for suspension of payments or other relief of debtors in respect of or affecting all or any part of its debt; or



- (ii) Proceedings for taking it into liquidation / insolvency have been commenced provided that no such proceedings shall constitute an Event of Default if the Borrower/s can establish to the satisfaction of the Lender that such proceedings relate to a frivolous or vexatious claim which is dealt with, disposed of, discharged or otherwise withdrawn to the satisfaction of the Lender within the time, if any, granted by the Lender in writing; or
- (iii) The Borrower/s has voluntarily become the subject of proceedings under any bankruptcy or insolvency law or the Borrower/s is voluntarily dissolved.

#### 7.1.4 Compromise or Arrangement, Winding-up / insolvency

The Borrower/s convenes a meeting of his/its creditors or makes or proposes to make any arrangement with, or any assignment for the benefit of, its creditors; or a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for making an administration order against or for winding-up / insolvency of the Borrower/s, whether voluntary or involuntary.



#### 7.1.5 Other breach of Transaction Documents: -

- (i) The Borrower/s commits a breach of any of

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the terms of the Facility Agreement, the relevant Schedule of Terms or other the Transaction Documents or any other agreement entered in writing by the Borrower/s with the Lender in connection with the Facility;

- (ii) In the opinion of the Lender, the Borrower/s is or will be unable to perform or comply with any of its/his respective Obligations under the Transaction Documents.

#### 7.1.6 Cross Default

- (i) Any default by the Borrower/s under any other agreement between the Borrower/s and the Lender or any other agreement of indebtedness of the Borrower/s or the performance of any covenant, term or undertaking there-under or any indebtedness of the Borrower/s is not paid when due or any creditor of the Borrower/s becomes entitled to declare any such indebtedness due and payable prior to the date on which it would otherwise have become due or any guarantee or indemnity given by the Borrower/s is not honored, when due and called upon;



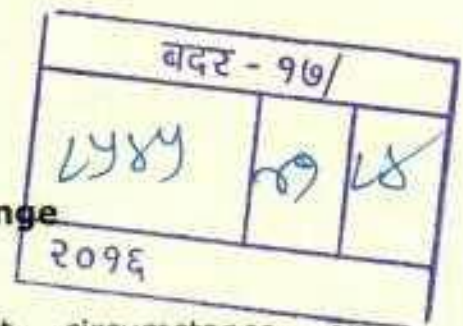
- (ii) Any other Related Party of the Borrower/s commits default in payment of any of the dues or commits default in performance of any of the terms and conditions of its respective funding and other agreements with any bank, financial institution, non-banking financial company, Lender or Lender's Related Party which gives rise to one or more event of defaults under the said documents.

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### 7.1.7 Material Adverse Change

Occurrence of any event, circumstance, or condition which has caused, and/or in the opinion of the Lender caused or would cause an adverse change in the financial condition business or operation of the Borrower/s.

### 7.1.8 Invalidity of Transaction Documents

- (i) Any of the Transaction Documents once executed and delivered shall fail to provide the rights, remedies, powers or privileges intended to be created thereby (including the priority intended to be created thereby), or any such Transaction Documents shall cease to be in full force and effect, 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/s or any other party thereto;
- (ii) Any of the Borrower/s or the Security Provider/s repudiates a Transaction Documents or evidences an intention to repudiate a Transaction Documents.

### 7.1.9 Abandonment of the Project

The Borrower/s has or expressed its intention to abandon the Project or change the nature of the Project without prior consent of the Lender.

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#### 7.1.10 Illegality

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It is or becomes unlawful for any Person (i.e. Lender or Borrower/s) to perform any of its Obligations under the Facility Agreement or relevant Schedule of Terms or the Transaction Documents; or

#### 7.1.11 Appointment of Receiver or Liquidator

A receiver or liquidator or similar official of all or any part of the properties or undertaking of the Borrower/s has been appointed in any proceeding.

#### 7.1.12 Initiation of enquiry etc. by Governmental Authorities

If any of the Governmental Authority initiate or threatened to initiate any enquiry, proceedings or investigation against the Borrower/s or their respective promoters or directors or senior officials under any Applicable Laws.

#### 7.1.13 Litigations etc.

- (i) Any judgment or other order of the court of competent jurisdiction is made against the Borrower/s, which has or is likely to have Material Adverse Effect; or



- (ii) Any litigation, arbitration, administrative, governmental, regulatory or other investigations, proceedings, requisition or disputes are commenced or, to the best of its knowledge, threatened in relation to the Transaction Documents or the transactions contemplated in the Transaction Documents

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or against the Borrower/s, which has or is likely to have a Material Adverse Effect.

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#### 7.1.14 Extra Ordinary Circumstances

- (i) If extra-ordinary circumstances have occurred which make it improbable for the Project to be carried out and/or for the Borrower/s fails to fulfill its Obligations under the Facility Agreement or relevant Schedule of Terms or Transaction Documents;
- (ii) On the question whether any of the above events / circumstances have occurred / happened, the decision of the Lender shall be final, conclusive and binding on the Borrower/s.

### 7.2 OTHER CONSEQUENCES OF AN EVENT OF DEFAULT

7.2.1 Without prejudice to the right and remedies available under Article 7.1 above or under the Applicable Law, on happening of any Event of Default, the Lender shall have the following rights or remedies: -

- (i) the Lender may terminate the right of the Borrower/s to make further withdrawals. Upon such termination, the un-drawn amount of the Facility shall stand cancelled;
- (ii) exercise any and all rights specified in the Transaction Documents;
- (iii) publish the name of the Borrower/s and its Directors/partners through print and electronic media or in any other form and manner as the Lender may deem fit, at their absolute discretion and also inform other lenders of the Borrower/s of such default;



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- (iv) exercise all or any such other rights as may be available to the Lender under the Applicable Laws.

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### **RIGHTS INDEPENDENT**

The Borrower/s agrees and confirms that the above right of the Lender is independent right and the Lender shall be free to pursue any other legal remedy or right provided under law.

### **7.4 EXPENSES OF PRESERVATION OF ASSETS OF BORROWER/S AND OF COLLECTION: -**

All expenses incurred by the Lender after an Event of Default has occurred in connection with preservation of the Borrower's assets including Project assets (whether then or thereafter existing) and collection of amounts due under the Facility Agreement, the relevant Schedule of Terms and other Transaction Documents shall be payable by the Borrower/s.

### **7.5 RIGHT TO REPORT TO RESERVE BANK OF INDIA**

The Lender shall have an unqualified right and entitled to disclose any information about the Borrower/s (regardless any default committed or not) the name of the Borrower/s and its directors, his/their account relationship with the Lender and/or any default committed by him/them in repayment of any installment of principal amount of Facility or interest thereon on the respective Due Dates, (whether such information is provided by the Borrower/s or obtained by the Lender itself and whether in form of repayment conduct, rating or defaults), to the RBI or any other person designated



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under Applicable Law or by RBI. The Borrower/s hereby gives its consent to the Lender/RBI/such other authorized person to publish its name and name of its directors as defaulters in such manner and through such medium as the Lender/RBI/such other authorized person in its absolute discretion may deem fit.

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## 7.6 UNRESTRICTED RIGHT OF ENFORCEMENT

The Facility Agreement or the provision of these General Terms, or the relevant Schedule of Terms or any other Transaction Documents may be enforced or caused to be enforced without the Lender first having recourse to any of its rights or taking any other steps or proceedings against the Borrower/s or may be enforced for any balance due after resorting to any one or more other means of obtaining payment or discharge of the Obligations.

## ARTICLE - 8

### CANCELLATION, SUSPENSION AND TERMINATION

#### CANCELLATION BY NOTICE TO THE LENDER

The Borrower/s may, by notice in writing to the Lender, cancel the Facility or any part thereof which the Borrower/s has not withdrawn prior to the giving of such notice.

#### 8.2 SUSPENSION

Further access by the Borrower/s to the use of the Facility may be suspended by the Lender: -

- 8.2.1 Upon failure by the Borrower/s to carry out all or any of the terms of these General Terms or the Facility Agreement or other Transaction

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Documents or on the happening of a Potential Event of Default or an Event of Default;

- 8.2.2 If any change in the management control of the Borrower/s has taken place which, in the opinion of the Lender (which shall be final and binding on the Borrower/s), would adversely affect the conduct of the Borrower's business or the financial position or the efficiency of the Borrower's management or personnel or business plan of the Borrower/s;

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- 8.2.3 If, for any reason, the Lender is not able to raise funds or denied further access to the loan facility from its Lender.

### 8.3 RIGHT WITHOUT PREJUDICE

The right of the Lender to suspend the Facility shall be without prejudice to their right to terminate the Facility and/or the Facility Agreement and merely because the Lender have exercised the right of suspension will not preclude the Lender from later on exercising the right of termination.

### 8.4 SUSPENSION TO CONTINUE TILL DEFAULT REMEDIED

The right of the Borrower/s to make withdrawals from the Facility shall continue to be suspended until the Borrower/s has remedied to the satisfaction of the Lender the default which gave rise to the suspension of the Facility by the Lender.



### 8.5 TERMINATION

In case of occurrence and continuance of any of the

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Events of Default or if the Borrower/s has not withdrawn the Facility, then in such event, the Lender may, by notice in writing to the Borrower/s, terminate the Facility and right of the Borrower/s to make further withdrawals. Upon such notice, the undrawn amount of the Facility shall stand cancelled. Notwithstanding any cancellation, suspension or termination pursuant to the aforesaid provisions, all the provisions of the Facility Agreement, these General Terms, the relevant Schedule of Terms and other Transaction Documents shall continue to be in full force and effect as herein specifically provided for the amount of Facility availed.

#### 8.6 INDEMNITY

The Borrower/s shall indemnify the Lender against any loss (excluding loss of profit) or expense which the Lender have incurred/shall incur in maintaining or funding any proposed disbursement or any part thereof or in liquidating or re-employing deposits/funds from third parties acquired to effect or maintain any proposed disbursement or any part thereof as a consequence of: -

(a) the occurrence of any Potential Event of Default or Event of Default; or (b) any proposed disbursement not being made for any reason (excluding default by the Lender) after the disbursement notice has been issued by the Borrower/s.

#### ARTICLE - 9

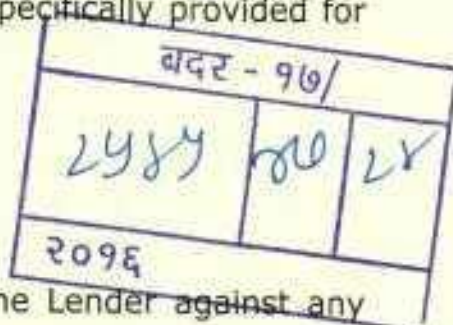
#### 9 MISCELLANEOUS PROVISIONS

##### 9.1 PROTECTIVE CLAUSES

Neither the liability of the Borrower/s nor the validity or enforceability of the Facility Agreement or these General Terms or the relevant Schedule of Terms or any of the

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Transaction Documents shall be prejudiced, affected or discharged by: -

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- any waiver, exercise, omission, compromise, arrangement or settlement with or the granting of any time, concession, consent or indulgence to, the Borrower/s or any other Person;
- 9.1.2 the amendment, variation or modification of any document referred to therein, except to the extent specifically varied or modified with the consent of the Persons as required, pursuant to the terms of such document;
- 9.1.3 any change or restructuring of the corporate structure of the Borrower/s or Lender;
- 9.1.4 the invalidity, irregularity or unenforceability of any obligation(s) or liability/ies of any of the Parties to the Facility Agreement or the other Transaction Documents;
- 9.1.5 any deficiency in the powers of the Borrower/s or any other Person to enter into or perform any of their respective Obligations under the Transaction Documents any irregularity in the exercise thereof or any lack of authority by any Person purporting to act on its behalf;
- 9.1.6 the insolvency or liquidation or any incapacity, disability or limitation or any change in the constitution, status, control or ownership of the Borrower/s or any other Person, as the case may be;
- 9.1.7 any other power, guarantee or right or remedy available to the Lender being or becoming wholly or partly void, voidable, unenforceable or impaired by the Lender or the Lender at any



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time releasing, refraining from enforcing, varying or in any other way dealing with any of them or any power, right or remedy that the Lender may now or hereafter have from or against the Borrower/s or any other Person;

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- (i) any act, omission, event or circumstance which would or may but for this provision operate to prejudice, affect or discharge this Agreement or the liability of the Borrower/s, as the case may be hereunder or which may operate to prejudice, affect or any other right, power or remedy conferred upon the Lender by this Agreement or any of the Finance Documents or by any Applicable Law; or
- (ii) any other matter or thing whatsoever

## 9.2 INDEMNITY

The Borrower/s shall indemnify and keep indemnified the Lender and its directors, employees, advisors and agents against all actions, proceedings, claims, demands, judgments, losses, liabilities, obligations, damages, costs and expenses imposed, asserted against or incurred by it in the execution or performance of the terms and conditions hereof or under the Facility Agreement or Transaction Documents or against all actions, proceedings, claims, demands, judgments, costs, charges and expenses which may be incurred, sustained or raised in respect of the non-performance of or non-observance of any of the undertakings and agreements on the part of the Borrower/s herein contained or as contained under the Facility



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Agreement or the Transaction Documents or in respect of any inaccuracy in the Representations and Warranties matter or thing done or omitted relating in any way whatsoever to the Facility Agreement or the Transaction Documents . Without prejudice to the foregoing, the Lender and every receiver, attorney, manager, agent or other Person appointed by it / them shall, be entitled to be indemnified in respect of all actions, proceedings, claims, demands, judgments, costs, charges, liabilities and expenses incurred by them in the execution or purported execution of the powers and trusts of the Lender including liabilities and expenses consequent to any mistake, oversight or error of judgment on the part of the Lender or any such appointee and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted to be done in any way relating to the Securities.

### 9.3 EFFECTIVENESS OF THE AGREEMENT/GENERAL TERMS

9.3.1 The Facility Agreement and these General Terms shall become effective and binding on the Parties from the date on which it is signed by the last party and shall continue to be valid till the Final Settlement Date;



9.3.2 In case the Facility Agreement is executed at different places on different dates, the date of execution by the last of the party signing shall be the date of execution of the Facility Agreement.

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#### 9.4 CHANGE OF APPLICABLE LAW, POLICIES OF THE LENDER AND ILLEGALITY ETC.

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Notwithstanding any other provisions of the Facility Agreement or these General Terms, if the introduction of or any change in or in the interpretation of any Applicable Law or regulation makes it unlawful or any Government Authority asserts that it is unlawful for the Lender to perform its obligation hereunder to extend the Facility or the change in internal policies of the Lender so warrants, the Lender shall be entitled to declare all the Obligations to be payable forthwith on demand and the amount of the un-disbursed Facility shall be reduced to zero. The Borrower/s agrees and undertakes to forthwith pay the outstanding Obligations on receipt of the demand from the Lender on happening of one or more of aforesaid events. It is clarified that no Prepayment Fee shall be payable in respect of the said payments.

#### 9.5 GOVERNING LAWS AND JURISDICTION

9.5.1 The Facility Agreement, these General Terms and other Transaction Documents and the rights and obligations of Parties under the Facility Agreement shall be governed by, and construed in accordance with, the laws of India;

9.5.2 The Borrower/s agrees that the courts and tribunals at New Delhi shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Facility Agreement and these General Terms and any other Transaction Documents and that

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accordingly any suit, action or proceedings (together referred to as "Proceedings") arising out of or in connection with the Facility 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;

- 9.5.3 The Borrower/s irrevocably waives any objection now or in future, to the venue of any Proceedings in the courts and / or tribunals at New Delhi and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the courts and tribunals at New Delhi 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 judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by law;

- 9.5.4 Nothing contained in this Section, shall limit any right of the Lender to take appropriate Proceedings in the court or tribunal at Mumbai or any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction whether concurrently or not and the Borrower/s irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction such other



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court or tribunal, and the Borrower/s irrevocably waives any objection it may have now or in the future to the venue of any Proceedings and any claim that ~~any~~ such Proceedings have been brought in an inconvenient forum.

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- 9.5.5 To the extent that the Borrower/s may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment 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/s agrees not to claim and irrevocably waives, such immunity.

## 9.6 NOTICE/COMMUNICATION

- 9.6.1 Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of the Facility or the Facility Agreement may be given by facsimile or by courier or by personal delivery or in electronic form or by sending the same by prepaid registered mail, addressed to the Party concerned at its address or the fax numbers or e-mail address set out in the relevant Schedule of Terms and/or any other address subsequently notified to the other Party with a period of 5 days from any change thereof, for the purposes of this Section and shall be deemed to be effective: - (a) in the case of registered mail, when delivered to the postal authority; (b) in the case of facsimile at the time when dispatched with a report confirming proper

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transmission; (c) in the case of personal delivery, at the time of delivery; (d) in case of courier, when delivered to the courier; and (e) in case of e-mail, at the time when it is sent;

- 9.6.2 A certificate by an officer of the Lender that the notice was posted or served, as the case may be, shall be final, conclusive and binding on the Borrower/s. Notwithstanding anything contained hereinabove, any notice given to the Lender under the Facility Agreement and other Transaction Documents shall be deemed to have been served upon the Lender when it is actually received by the officer of the Lender in whose attention the notice is addressed.

## 9.7 LENDER'S STATEMENT

The Borrower/s hereby agrees to accept as conclusive proof of the correctness of any sum claimed by the Lender to be due from the Borrower/s in respect of the Facility. A statement of account made out from the books of the Lender and signed by an officer of the Lender, without production of any voucher, documents or other papers shall be conclusive proof of any sums due from the Borrower/s in any proceeding.

## 9.8 WAIVER/FORBEARANCE

Any waiver of any provision of the Facility Agreement or these General Terms or Transaction Documents and any waiver of any default under the Facility Agreement or these General Terms or Transaction Documents shall only be effective if made in writing and signed by the Lender. Any waiver or forbearance



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or delay on the part of the Lender to insist upon the performance of any terms and conditions of the Facility Agreement or these General Terms or Transaction Documents, or to exercise any right or privilege conferred under the Facility Agreement or these General Terms or Transaction Documents, or to demand any penalties resulting from any breach of any of the terms or conditions of the Facility Agreement or these General Terms or Transaction Documents or in considering the request of waiver from the Lender shall not be construed as a waiver on the part of the Lender of any of the terms or conditions of the Facility Agreement or these General Terms or Transaction Documents or of its rights or privileges or of any other default on the part of the Borrower/s, and all original rights and powers of the Lender under the Facility Agreement or these General Terms or Transaction Documents will remain in full force, notwithstanding any such forbearance or delay. For the avoidance of doubt it is clarified that the waiver by the Lender of any of its rights under the Facility Agreement or these General Terms or Transaction Documents on a particular occasion shall not constitute a waiver on any subsequent occasion of such right.

#### 9.9 SEVERABILITY

If at any time any provision of the Facility Agreement or these General Terms or Transaction Documents is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity and enforceability of such provision under the law of any other jurisdiction, and of the remaining provisions of the Facility Agreement or these General Terms or Transaction Documents shall not be affected or impaired thereby. In the event that any of the



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terms or provisions of the Facility Agreement or these General Terms or Transaction Documents or portions or applications thereof, are held to be prohibited, unenforceable or invalid under any law, a reasonable adjustment in such term or provision shall be made with a view towards effecting the purpose of such terms and provisions of the Facility Agreement or these General Terms or Transaction Documents, and the enforceability and validity of the remaining terms and provisions, or portions or applications thereof, shall not be affected thereby.

#### 9.10 SURVIVAL

Any expiry or termination of the Facility Agreement on the occurrence of the Final Settlement Date or otherwise shall not affect the provisions the Facility Agreement or these General Terms or Transaction Documents, which customarily survive such termination and/or release including in particular Section 3.12 (Reimbursement of Expenses), Section 3.13 (Taxes) and Section 8.6 & 9.2 (Indemnity), herein which shall survive expiry or termination of the Facility Agreement.

#### 9.11 DISCLOSURE OF INFORMATION

9.11.1 The Borrower/s agrees and gives his/her/its consent for the disclosure by the Lender all or any information and data relating to the Borrower/s and its directors, including the information or data relating to the Facility, any credit facility availed of/to be availed of, by the Borrower/s, as the Lender may deem appropriate and necessary, to disclose and furnish to disclose and furnish to its group and associate companies, banks (including co-



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operative banks), financial institutions, non-banking finance companies;

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9.11.2 The Borrower/s hereby agrees and gives his / her / its consent for the disclosure by the Lender all or any information and data relating to the Borrower/s including the information or data relating to the Facility, any credit facility availed of/to be availed of, by the Borrower/s and default, if any, committed by the Borrower/s, 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 RBI or by Applicable Law. The Borrower/s hereby declares that the information and data furnished by the Borrower/s to the Lender are true and correct;

9.11.3 The Borrower/s 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;
- (iii) the Borrower/s agrees and gives

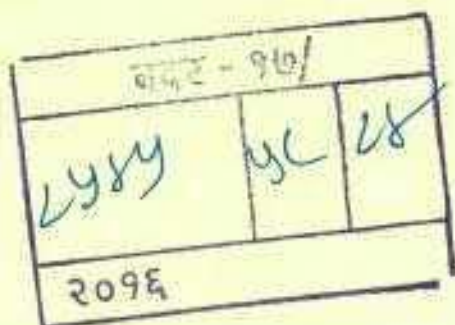
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his/her/its consent for the disclosure by the Lender all or any information and data relating to the Borrower/s including the information or data relating to Facility, any credit facility availed of/to be availed of, by the Borrower/s, as the Lender may deem appropriate and necessary, to disclose and furnish to its group and associate companies.

## 9.12 ASSIGNMENT

9.12.1 The terms and provisions of the Facility Agreement and these General Terms shall be binding upon, and the benefits hereof shall inure to the Parties hereto;

9.12.2 The Lender shall have the right at any time during the term of the Facility Agreement, to novate, transfer or assign the Facility or a part thereof, and/or all or any of its rights, benefits and obligations under the Facility Agreement and other Transaction Documents in the manner as provided for hereunder and in such manner as may be set out hereunder and under the respective Transaction Documents. Provided however that the Borrower/s shall not have any right to assign the Facility Agreement or any of the Transaction Documents or any of the rights, duties or obligations of the Borrower/s there under;



9.12.3 Further, the Lender shall have the right to split, sub-divide or break up its share in the Facility into two or more lendings, each of which will then constitute a separate, independent interest (each, a "New Lending") under the Transaction

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Documents. Each of such New Lending shall be subject to the same terms and conditions as the initial, undivided and consolidated Facility. However, the obligations of the Borrower/s under each such New Lending shall constitute separate and distinct sets of obligations of the Borrower/s, capable of being separately and distinctly enforced, in accordance with the terms and conditions of the Transaction Documents.

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### 9.13 ACCESSION TO THIS AGREEMENT:

9.13.1 Subject to the provisions of this Section, the Lender may without the consent of the Borrower/s: -

- (i) assign any or all of its rights; or
- (ii) transfer by novation any or all of its rights and obligations, to another bank or financial institution or to a trust, fund or any other entity/(ies) (the "New Lender"). Without prejudice to the aforesaid provision, the Lender may (at its / their sole discretion), without notice to the Borrower/s, share the credit risk of the whole or a part of the Facility with any other bank by way of participation. Notwithstanding such participation, all rights, title, interests, special status and other benefits and privileges enjoyed or conferred upon or held by the Lender under the Facility Agreement and all other Finance or Transaction Documents shall remain valid, effective and enforceable by the Lender, on the same terms and conditions and the Borrower/s shall continue to discharge in full all its



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obligations under the Facility Agreement and all other Finance and Transaction Documents to the Lender. The Borrower/s shall not have and shall not claim any privity of contract with such participating bank on account of any reason whatsoever.

9.13.2 If any Lender has been replaced or substituted by the New Lender pursuant to the Facility Agreement, the New Lender will execute and deliver a Deed of Accession substantially in a form and manner as acceptable to the Lender.

9.13.3 The New Lender shall, from the date of the assignment acquire the same rights and assume the same obligations as the New Lender would have acquired and assumed had that New Lender been an original party to the Facility Agreement.

9.13.4 On the transfer becoming effective in this manner, the Lender who has been replaced or substituted (the "**Existing Lender**") shall be relieved of its obligations under the Facility Agreement to the extent that they are transferred to the New Lender.

#### 9.14 LIMITATION OF RESPONSIBILITY OF THE EXISTING LENDER



9.14.1 Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for: -

- (i) the legality, validity, effectiveness, adequacy or enforceability of the Transaction Documents or any other documents;

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- (ii) the financial condition of the Borrower/s;
- (iii) the performance and observance by the Borrower/s of his/their obligations under the Transaction Documents or any other documents; or
- (iv) the accuracy of any statements (whether written or oral) made in or in connection with any Transaction Documents or any other document; and
- (v) any representations or warranties implied by law are excluded.

9.14.2 Each New Lender confirms to the Existing Lender that it: -

- (i) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of the Borrower/s in connection with its participation in the Facility Agreement and has not relied exclusively on any information provided to it by the Existing Lender in connection with any Transaction Documents; and
- (ii) will continue to make its own independent appraisal of the creditworthiness of the Borrower/s whilst any amount is or may be outstanding under the Transaction Documents or any commitment is in force.



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9.14.3 Nothing in any Transaction Documents obliges an Existing Lender to: -

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- (i) accept a re-transfer from a New Lender of any of the rights and obligations assigned or transferred under Section 9.14.2 hereinabove; or
- (ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by the Borrower/s of his/their obligations under the Transaction Documents or otherwise.

9.14.4 In relation to any assignment or transfer by an Existing Lender under the Section 9.12, the relevant New Lender agrees to be bound by any consent, waiver or decision given or made by such Existing Lender in connection with the Transaction Documents prior to such assignment or transfer.

**9.15 BORROWER'S ACKNOWLEDGEMENT**

- (i) The Borrower/s acknowledges that the rates of interest and of default interest agreed to by the Borrower/s are reasonable and the rates of default interest represent pre-estimates of loss expected to be incurred by the Lender due to the non-payment of dues by the Borrower/s. The Borrower/s acknowledges that the facility is a commercial transaction and specifically waives any defense under usury or other laws relating to or restricting interest;



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- (ii) No notice, reminder or limitation shall be given to the Borrower/s regarding its obligations to pay the amount payable hereunder when the same are due and payable and it shall be entirely the Borrower's responsibility to ensure prompt and regular payment of the amount payable by the Borrower/s to the Lender when due and in the manner provided in this Agreement.

**IN WITNESS WHEREOF**, I have executed this Declaration at Mumbai on this 10<sup>th</sup> day of October 2016, in the presence of the following witnesses.

For BCL Finance Ltd.

P.S. Dalu  
Authorised Signatory



**WITNESSES: -**

*[Handwritten signature]*

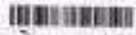


- MR. Jatin Kumar Shukla**  
Age about 54 years residing at  
F-601, Viraj Dham, Ram Baug lane,  
Poisar , Near Vijay Sales,  
Borivali (West), Mumbai,  
Maharashtra 400092.



- Mr. Yogesh Rajaram Teli**  
Age about 46 years residing at  
A/A-303, Swapna Nagari Barave Road,  
Godrej Hill, Kalayan (West), Kalyan D.c. ,Thane  
Maharashtra 421301.





सोमवार, 10 ऑक्टोबर 2016 4:28 म.नं.

दस्त गोपवारा भाग-1

बदर 17

दस्त क्रमांक: 8545/2016

दस्त क्रमांक: बदर 17 /8545/2016

वाजार मूल्य: रु. 01/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु. 500/-

नोंदणी फी माफी असल्यास तपशिल :-

बदर - 96/		
1984	13	18
2096		

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

दु. नि. सह. दु. नि. बदर 17 यांचे कार्यालयात

अ. क्र. 8545 वर दि. 10-10-2016

रोजी 4:26 म.नं. वा. हजर केला.

मावती: 9006

पावती दिनांक: 10/10/2016

मादरकरणाराचे नाव: इसीएल फायनान्स लिमिटेड चे ऑथो सिग्रेटरी श्री प्रफुल्ल वळवी

नोंदणी फी

रु. 1000.00

दस्त हाताळणी फी

रु. 1680.00

पृष्ठांची संख्या: 84

P.S. Dalu

दस्त हजर करणाऱ्याची सही:

एकुण: 2680.00

सह. दु. नि. का. अंधेरी 6  
सह. दु. नि. का. अंधेरी 6

मुंबई उपनगर जिल्हा

दस्ताचा प्रकार: घोषणापत्र

मुद्रांक शुल्क: प्रतिमात्रे

शिफा क्र. 1 10 / 10 / 2016 04 : 24 : 54 PM ची वेळ: (सादरीकरण)

शिफा क्र. 2 10 / 10 / 2016 04 : 26 : 51 PM ची वेळ: (फी)

सह. दु. नि. का. अंधेरी 6  
सह. दु. नि. का. अंधेरी 6

मुंबई उपनगर जिल्हा

## प्रतिज्ञापत्र

सदर दस्तऐवज हा नोंदणी बाबत १९०६ साली अखिलेश तारुदीनुसारच नोंदणीस  
दाखल केलेला आहे. यातील सर्व मुद्रा, निष्ठा, वाढी, सोपवत व  
सोपवत नोंदलेल्या जाणवण्याची संपूर्ण तपस्युती करीत असून सर्व संपूर्ण वेधता  
कायदेद्वारे बाबींसाठी दस्त निष्ठा व मुद्रांसाठी संपूर्ण जाणवत राहिल.

P.S. Dalu

लिखित देणें (निष्ठासहित स्वाक्षरी)

लिखित देणें (दिनांकसहित स्वाक्षरी)

प्रमाणित करणेत बेते की, या  
दस्तामध्ये एवढ्या... 18... पाने आहेतसह. दु. नि. का. अंधेरी 6  
मुंबई उपनगर जिल्हा





10/10/2016 4:35:46 PM

दस्त क्रमांक : बंदर 17/8545/2016

दस्ताचा प्रकार :- घोषणापत्र

बंदर - १७/	
दस्त गोपवारा भाग-2	
2096	

बंदर 17

दस्त क्रमांक: 8545/2016

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: इसीएल फायनान्स लिमिटेड चे ऑथो सिग्रेटरी श्री प्रफुल दळवी पत्ता: - , इडेल्वाईज हाऊस, कलिना, मुंबई, ऑफ. सी.एस.टी. रोड, विद्यानगरी, MAHARASHTRA, MUMBAI, Non-Government. पिन नंबर: AABCE4916D	लिहून देणार वय :- 57 स्वाक्षरी:- P.S. Dalvi		

बरील दस्तऐवज करून देणार तत्काकधीत घोषणापत्र चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिका क्र.3 ची वेळ: 10 / 10 / 2016 04 : 33 : 18 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव: योगेश - तेली वय: 46 पत्ता: ए/ए-303 स्वप्ना नगरी बर्वे रोड गोदरेज हिल कल्याण पश्चिम कल्याण पिन कोड: 421301		
2	नाव: जतीन कुमार - शुक्ला वय: 54 पत्ता: एफ-601 विराज धाम राम बाग लेन पोईसर विजय सेल्स जवळ बोरीवली पश्चिम मुंबई पिन कोड: 400092		

शिका क्र.4 ची वेळ: 10 / 10 / 2016 04 : 34 : 03 PM

शिका क्र.5 ची वेळ: 10 / 10 / 2016 04 : 34 : 22 PM नोंदणी पुस्तक 1 मध्ये

सह दुय्यम अंधेरी 6

सह दुय्यम निबंधक, अंधेरी क्र. 6

मुंबई उपनगर जिल्हा

EPayment Details.

Sr.	Epayment Number	Defacement Number
1	MH005089518201617E	0002869194201617

8545/2016

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2. Get print immediately after registration.

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10 October, 2016

सूची क्र.2

दुय्यम निर्बंधक : सह नु.नि. अंशरी 6

दस्त क्रमांक : 8545/2016

नॉदणी 63

Regn. 63m

मावाचे नाव : कोरेकान्वाण

(1) विलेखाचा प्रकार	घोषणापत्र
(2) मोबदला	रु.0/-
(3) बाजारभाव(बाजोपट्ट्याच्या बाबतिलपट्टाकार आकारणी देतो की बदलेदार ते समुद करावे)	रु.1/-
(4) धु-मापन,पोट्टिस्त्रा व धरकमांक(असल्यास)	-, पातिकाचे नाव: मुंबई मनपा इतर वर्षीन : , इतर: माहिती; दस्तात समुद केल्याप्रमाणे
(5) क्षेत्रफळ	0.00 चौ.मीटर
(6) आकारणी किंवा जुटी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करत देणा-या/निवृत्त ठेवणा-या पत्रकाराचे नाव किंवा विवाही न्यायालयाचा हुकुमनामा किंवा अदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1) नाव:- इवीएन फारमाल्स लिमिटेड ने ऑफो सिग्रेटरी श्री प्रकुल दळकी ,वय: 57; पत्ता :- , इडेलबाईन हाऊस, पब्लिका, मुंबई, ऑफ. सी.एस.टी. रोड, विद्यालवरी, MAHARASHTRA, MUMBAI Non-Government पिन कोड:- 400098 पॅन नंबर:- AABCE4918D
(8) दस्तऐवज करत देणा-या पत्रकाराचे व किंवा विवाही न्यायालयाचा हुकुमनामा किंवा अदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1) नाव:- , वय:- पत्ता:- पिन कोड:- पॅन नंबर:-
(9) दस्तऐवज करत दिल्याचा दिनांक	10/10/2016
(10) दस्त नोंदणी केल्याचा दिनांक	10/10/2016
(11) अनुक्रममांक,खंड व पृष्ठ	8545/2016
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	रु.500/-
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	रु.1,000/-
(14) शेर	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क अकारताना निवडलेला अनुच्छेद :-

मुल्यांकनाची आवश्यकता नाही कारण दस्तऐवजानुसार आवश्यक नाही कारणाने तपशील दस्तऐवजानुसार आवश्यक नाही

Affidavit