

MOST IMPORTANT TERMS AND CONDITIONS (“MITC”)

This policy is basically an extract of the Most Important Terms and Conditions defined in the Standard Loan Agreement of the Company.

Definitions

- a) **“Interest”** means the interest payable by the Borrower to the Lender on the Outstanding Amount at Interest Rate payable monthly in terms of this Agreement as per Repayment Schedule.
- b) **“Interest Rate”** shall mean the applicable rate of interest as set out in Schedule 1 payable monthly on the Loan Amount.
- c) **“Loan Amount”** shall have the meaning the amount advanced by the Lender to the Borrower and as set out in Schedule 1.
- d) **“Outstanding Amount”** means outstanding principal amount of the Loan, interest, Additional Interest, fees, costs, charges (including late payment charges), expenses and all other sums whatsoever payable by the Borrower to the Lender under the loan documents and/or in connection with the loan and any other amounts payable by the Borrower in respect of or incidental to the Loan or its recovery or realization.
- e) **“Repayment Schedule”** shall mean the repayment schedules as provided by the Lender to the Borrower from time to time for repayment of the Loan Amount and the Interest.
- f) **“Security”** shall mean the charge and hypothecation created by the Borrower on the Hypothecated Properties pursuant to this Agreement.
- g) **“Security Interest”** shall mean any mortgage, charge, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority or other security agreement of any kind or nature whatsoever.
- h) **“Asset(s)”** shall mean the asset(s), the details whereof are set out in Schedule 1 and for the purchase of which the Loan Amount is being disbursed by the Lender to the Borrower and which Asset will be hypothecated in favour of the Lender by the Borrower.

Grant of Loan amount

The disbursement of the Loan shall be subject to the following conditions:

- a. Borrower providing documents to the Lender evidencing the payment of Borrower’s contribution

- towards the purchase of Asset(s) as specified in Schedule 1
- b. Borrower shall have an absolute, clear and marketable title / ownership to the Asset(s) and the Asset(s) is absolutely unencumbered and free from any liability and prior charges whatsoever
 - c. The Borrower meets the creditworthiness requirement of the Lender.
 - d. The Borrower shall secure to the satisfaction of the Lender the principal amount of the Loan together with all interest, liquidated damages, costs, charges and expenses and all other moneys whatsoever due and payable by the Borrower to Lender in respect thereof, by creating a first and exclusive charge by way of hypothecation over the Asset(s) purchased/ acquired or to be purchased/ acquired out of the Loan, whether now in possession or which will come into the possession of the Borrower.
 - e. No Events of Default as defined in Article 12 and no event which with the lapse of time or notice and lapse of time as specified in the said Article would become an Events of Default, shall have occurred and be continuing
 - f. The obligations of the Borrower under this Agreement to repay the Loan Amount along with the Interest shall rank senior in priority of payment to all other loans and advances availed by the Borrower.

Interest

- a. The Borrower shall pay to the Lender, the Interest on the Loan Amount at the Interest Rate on each Interest Payment Date as set out in the Repayment Schedule. The interest on the Loan and other charges shall be calculated on a daily balance basis with monthly rests on the outstanding principal balance. The interest will be calculated on 360 days a year and the actual number of days elapsed. The interest on the Loan shall begin to accrue from the date of disbursement/issuance of the Loan cheque irrespective of the time taken for transit, collection, realization of the cheque by the Borrower or his bank. The rate of interest payable by the Borrower shall be subject to revision, if any, based on the guidelines / directives issued by Reserve Bank of India ("RBI") from time to time or conditions in the money market, Lender's cost of fund and availability of the loanable funds at the relevant time.
- b. The Borrower shall at all times maintain sufficient funds in his / her / their bank account/s to ensure that the NACH issued by the Borrower are not dishonoured and the Instalments are received / realized by Lender on or before the applicable Due Date(s).
- c. The Borrower agree, declares, and confirms that notwithstanding any of the provisions of the Contract Act, 1872 or any other Law or any of the terms and conditions contained in the Agreement and or any Transaction Documents, any amounts received from the Borrower or amounts realized by Lender by enforcement of security or otherwise, shall unless otherwise agreed to by Lender in writing, be appropriated (i) first towards costs, charges, expenses and other monies, due and payable to Lender; (ii) secondly towards interest due and payable and/or accruing due and payable to Lender; (iii) thirdly

towards repayment of the amount of any instalment(s) of the Principal sums due and payable or becoming due and payable to Lender under this Agreement; and (iv) lastly towards amount due under any other agreements between the Borrower and Lender

Default Interest

- a. If the Borrower defaults in making any repayment of the Loan Amount on the Loan Repayment Date (as per Clause 5 hereinbelow) or the payment of Interest on the Interest Payment Date (as per Clause 3.2 hereinabove) or any other amount due and payable by the Borrower under this Agreement on its due date, the Borrower shall be liable to pay an additional interest at the rate as set out in Schedule 1 per month on the Unpaid Sum over and above the Interest Rate ("**Default Interest**") to the Lender. The Default Interest shall be payable on the Unpaid Sum from the due date on which such amount was payable by the Borrower and up to the date of actual payment of such amount by the Borrower. Any Default Interest shall be payable immediately on demand and in the absence of any such demand, on the next date of payment of Interest as per the Repayment Schedule.
- b. Provided, however, the levy of Default Interest under this Clause shall not prevent the Lender from declaring an Event of Default for delay/ default in payment by the Borrower and shall not prejudice the exercise of any rights and remedies available to the Lender upon the occurrence of an Event of Default.
- c. The Borrower acknowledges that the Loan Amount provided under this Agreement is for a commercial transaction and it is hereby explicitly waives any defence that may be available to it under usury or other laws relating to the charging of Interest or the Default Interest.

Events of Default

Each of the events or circumstances set out in this Clause is an event of default ("**Event of Default**"). The Lender may at its sole discretion shall have the right to determine whether a particular event, other than the events as set out in this Clause, would constitute an Event of Default and the decision taken by the Lender shall be final and binding on the Borrower and the Borrower shall have no recourse with respect to the same.

a. Non-Payment

The Borrower does not pay the Interest (including the Default Interest, if payable) or the Loan Amount on the Interest Payment Date or the Loan Repayment Date in accordance with the Repayment Schedule.

b. Non-Compliance

- The Borrower does not materially comply with any provision of this Agreement.
- c. The Borrower fails to create, perfect and maintain the Security in accordance with this Agreement.
 - d. The Asset(s) is damaged beyond repair. In this regard, the determination by the Lender or any third Party appointed by Lender that the Asset(s) is damaged beyond repair shall be binding on the Borrower.
 - e. Any charge or encumbrance is created on the Asset(s) without the prior written consent of the Lender.
 - f. The Borrower is in breach of the Covenants and Undertakings as set out in this Agreement.
 - g. Any representation, warranty or statement made by the Borrower under this Agreement is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.
 - h. The Borrower is presumed or deemed to be unable or admits inability to pay debts as they fall due, suspends making payments on any of the debts or, by reason of actual or anticipated financial difficulties or commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.
 - i. Cessation of Business
 - a) The Borrower ceases, or threatens to cease, to carry on all or a substantial part of the business; or
 - b) The Borrower materially changes or threatens to materially change the general nature or scope of its Business from that is carried on at the date of execution of this Agreement by the Borrower;
 - c) There is any change in any law and/or regulation applicable to the Borrower which, in the sole opinion of the Lender, has a substantial impact on the Business of the Borrower and the ability of the Borrower to perform its obligations under this Agreement.
 - j. Insolvency
 - a) An application or petition is filed with the National Company Law Tribunal seeking commencement of an insolvency resolution process under the (Indian) Insolvency and Bankruptcy Code, 2016 or any analogous procedure or step is taken in any jurisdiction, in respect of the Borrower.
 - b) An application or petition is filed with the National Company Law Tribunal seeking commencement of a fresh start process under the (Indian) Insolvency and Bankruptcy Code, 2016 or any analogous procedure or step is taken in any jurisdiction against any of the Key Managerial Personnel of the Borrower.
 - c) Any corporate action, legal proceeding or other procedure or step is taken by any Person against the Borrower regarding insolvency or bankruptcy or winding up or liquidation.
 - k. Litigation

Any litigation, alternative dispute resolution, arbitration, administrative, governmental, regulatory or other investigations, proceedings or disputes are commenced or threatened against the Borrower or its or their assets which might have, in the opinion of the Lender, has a substantial impact on the Business of the Borrower and the ability of the Borrower to perform its obligations under this Agreement.

I. Powers of the Lender

- a) Notwithstanding anything to the contrary contained in this Agreement, at any time after the Security Interest on the Hypothecated Properties hereby created has become enforceable, the Lender shall have the authority to act upon and enforce the provisions of this Agreement or to adopt appropriate remedies in relation thereto and shall exercise all powers under this Agreement in accordance with Applicable Law and may exercise, without further notice and whether or not they shall have appointed a receiver, all the powers and discretions hereby conferred either expressly or by implication on a receiver (and in relation to express powers and discretions as if any reference to the receiver were a reference to the Lender) and all other powers conferred upon such receiver by Applicable Law or otherwise.
- b) Upon occurrence of an Event of Default and during its continuance and/or the Security Interest over the Hypothecated Properties becoming enforceable, the Lender and/or any third party appointed by Lender without the intervention of the court and without prejudice to any other rights or remedies it may have under the Agreement and/or under any other agreements signed between the Borrower and the Lender and/or under Applicable Law and without prior notice and without assigning any reason whatsoever and at the sole risk and expense of the Borrower:
 - i. Take possession of the hypothecated properties, without any liability to the lender and/or the receiver or their agents or otherwise. The borrower shall not prevent or obstruct the lender and/or any third party appointed by lender on directions of the lender and/ or the receiver, from taking possession of the hypothecated properties, who shall be entitled to take charge and/ or possession of, seize, recover, receive the hypothecated properties and/ or sell by public auction or by private treaty or otherwise dispose of or deal with all or any part of the hypothecated properties and to enforce, realize, settle, compromise and deal with any rights or claims relating thereto, without being bound to exercise any of these powers or be liable for any losses in the exercise or non-exercise thereof and without prejudice to its rights and remedies of suit or otherwise. Notwithstanding any pending suit or other proceedings, the borrower undertakes to give immediate possession on demand of the hypothecated properties

to the nominees of the lender and/or the receiver; provided however that neither the lender nor the receiver shall, in any way, be liable or responsible for any loss, damage or deterioration that the hypothecated properties may suffer or sustain on any account whatsoever whilst the same are in possession of the nominee of the lender and/or the receiver or by reason of exercise or non-exercise of rights and remedies available to the nominee of the lender and/ or the receiver, as aforesaid and that all such loss, damage or deterioration shall be wholly debited to the account of the borrower howsoever the same may have been caused save and except if such loss can be solely attributed to the negligence of the lender and/or the receiver;

- ii. Take possession, or otherwise deal with or dispose of the hypothecated properties or any part thereof on an instalment basis or otherwise and generally in such manner and upon such terms and conditions whatsoever, as the lender may consider fit;
- iii. Exercise any and all powers, which a receiver could exercise hereunder or under applicable law;
- iv. Appoint in writing, any person/s to be a receiver of all or any part of the hypothecated properties, from time to time, determine the remuneration of the receiver and remove the receiver (except in instances where an order of the court is required) and appoint another in place of any receiver, whether such receiver is removed by the lender or by an order of the court or otherwise ceases to be a receiver;
- v. Seize, take possession of the hypothecated properties and thereafter the borrower shall take no action inconsistent with or prejudicial to the right of the lender and/or any third party appointed by lender to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the borrower or by any person, and upon taking such action, the lender and/or any third party appointed by lender shall be discharged from or otherwise kept harmless and indemnified by the borrower from and against all former and other estates, title, claims, demands and encumbrances whatsoever;
- vi. Take all such other action(s) expressly or impliedly permitted under this agreement or under applicable law;
- vii. Make any arrangement or compromise between the borrower and any other person or pay any compensation or incur any obligation which the lender shall consider fit;
- viii. Defray any costs or expenses which may be incurred by the lender in the exercise of any of the powers, authorities and discretions conferred on it by this agreement;
- ix. Settle, refer to arbitration, compromise and arrange any claims, accounts, disputes,

- questions and demands with or by any person or body who is or claims to be a creditor of the borrower relating in any way to the hypothecated properties or any part thereof;
- x. Bring action, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the hypothecated properties or any part thereof as the lender shall deem fit;
 - xi. Do all such other acts, deeds and things (including without limitation, signing and executing all documents, deeds and writings) as may be considered necessary or expedient by the lender to be incidental or conducive to the protection, preservation, improvement or realization or otherwise of the hypothecated properties.
- c) The Borrower shall not raise any objections regarding the regularity of the sale and/ or auctions conducted by the Lender on the directions of the Lender and the Lender and/ or the Receiver shall not be liable for any loss that may be caused or occasioned from the exercise of such power and/ or may arise from any act or default on the part of any broker or auctioneer or other person or body engaged by the Lender and/ or the Receiver for the said purpose.

2. Power of Attorney

As consideration for the Loan provided to the Borrower by the Lender, the Borrower agrees to appoint the Lender as its attorney-in-fact, to execute any and all documents and to do all such acts, deeds and things on behalf of the Borrower for the purpose of carrying out the provisions of this Agreement, as also to receive and collect in its own name, all amounts due to the Borrower, to receive, endorse and collect all cheques and other orders for the payment of money and issued in favour of the Borrower in respect of the Hypothecated Properties. The Borrower shall bear all expenses that may be incurred by the Lender in relation to the execution of any such documents and deeds and the commission of any such acts on their behalf. The powers conferred on the Lender hereunder are solely to protect the interests of the Lender in relation to the Security. The Borrower shall ratify and confirm and agrees to ratify and confirm any deed, instrument, act or thing which the Lender may execute or do. The Borrower shall execute simultaneously upon the execution of this Agreement, a power of attorney in the form attached hereto and marked as Schedule 2.

3. Consequences of Event of Default

On the occurrence of an Event of Default, the Lender or any third party appointed by Lender shall be entitled to exercise the rights described hereunder and the rights available under the Transaction Documents and/or under the Applicable Law and including but not limited to enforcing the Security created on the Hypothecated Properties:

- a. The Borrower hereby agrees and acknowledges that on the occurrence of an Event of Default, the Lender may immobilize the Batteries.
- b. Require the Borrower to repay the outstanding Loan Amount along with accrued Interest (including the Default Interest) and other charges payable under this Agreement.
- c. Declare that all or part of the Loan Amount, together with accrued Interest (including the Default Interest) and all other amounts accrued or outstanding under this Agreement are immediately due and payable.
- d. Exercise any other right that the Lender may have under Applicable Law.
- e. Exercise any other remedies/ actions as maybe deemed necessary by Lender.
- f. Seek relief under the provisions of the Insolvency and Bankruptcy Code, 2016 against the Borrower.
- g. Seek any punitive relief from appropriate legal forum.
- h. Enforce the Personal Guarantees. The Parties agree and acknowledge that at the time of such invocation of the Personal Guarantee there shall be deemed to exist a debt or liability of the Borrower to the Lender.
- i. To enforce all or part of the Security created on the Hypothecated Properties under this Agreement and accordingly the Lender shall have, inter alia, the following rights (notwithstanding anything to the contrary contained in this Agreement: (i) to enter upon and take possession of the Hypothecated Properties by the the Lender; and/ or (ii) to transfer the Hypothecated Properties, by way of sale or otherwise and/ or (iii) to reclaim, recover, maintain, repair, store, prepare and/ or advertise for sale and sell the Hypothecated Properties. The Lender reserves the right to outsource any such activities to third parties.
- j. To enforce the NACH Mandate and to transfer from the Designated Bank Account by way of a NACH mandate the outstanding amount payable pursuant to this Agreement to the designated bank account of the Lender.
- k. To demand and receive the certified copies of the Borrower's books of accounts.
- l. To approach various vendors or other service providers or any other entities / individuals from whom monies are receivable by the Borrower to recover the outstanding Loan Amount. The Borrower shall issue / sign such letters as may be required by such third-parties for paying the amounts due and payable by such third-parties to the Borrower to the Lender towards the repayment of the outstanding Loan Amount.
- m. In addition to the above, so long as an Event of Default continues, the Borrower shall pay Default Interest on the Unpaid Sum, from the date of occurrence of the Event of Default hereinabove until such Event of Default is/are rectified and final payment in respect thereof made to the Lender, without any prejudice to the remedies available to the Lender under this Agreement.

- n. All expenses incurred by the Lender after an Event of Default has occurred in connection (a) Collection of amounts due in respect of the loan amount or under these presents, shall be payable by the borrower; (b) Towards any advisory or legal cost including out of pocket expenses reasonably incurred by the lender, towards the above.
- o. Declare the Security to be enforceable, and the Lender, its representatives, servants, officers, agents and/or such other person in favour of whom such security is created ("**Lender's Representatives**"), shall have, inter alia, the right to enter upon and take possession of the Asset(s) and/or to transfer or deal with the Asset(s) by way of lease, leave and license, sale or otherwise in accordance with the provisions of the loan documents (notwithstanding anything to the contrary in this Agreement and irrespective of whether the Outstanding Amount have been recalled), provided a notice/intimation of such re-possession and/or transfer is furnished to the Borrower. Notwithstanding anything contained above, failure by the Lender to provide notice/intimation to the Borrower under the loan documents would not prejudice any other rights of the Lender under the loan documents.
- p. The Lender may, at its absolute discretion, appropriate any payments made by the Borrower and any amounts realized by the Lender by enforcement of Security or otherwise, towards the Outstanding Amount and in any manner whatsoever. Notwithstanding any such appropriation by the Lender towards settlement of any dues payable by the Borrower to the Lender, the Borrower shall continue to remain liable to the Lender for all remaining amounts comprising the Outstanding Amount;
- q. The Lender will be having absolute rights, at the sole risk and cost of the Borrower, to engage any receiver, agent, manager or other person to collect the Outstanding Amount and/or to enforce the Security or other securities provided by the Borrower or to exercise all or any of the powers vested on the Lender with reference to the Security created and will also be entitled to recover and receive from the Borrower the remuneration and/or charges of such receiver, agent, manager or other person as aforesaid. The Lender may also delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto, as the Lender deems fit;
- r. The Lender shall not in any way be liable/responsible, notwithstanding anything to the contrary under any applicable laws, for any loss, deterioration of or damage to the Security on any account whatsoever whilst the same are in the possession of the Lender or by reason of exercise or non-exercise of any rights and remedies available to the Lender as aforesaid;
- s. Without prejudice to the rights conferred on the Lender under the loan documents, upon occurrence of an Event of Default, the Lender shall have all the rights conferred on secured creditors under any law including but not limited to the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or any amendment or re-enactment thereof, apart from

- initiating appropriate legal proceedings in conformity with the loan documents for recovery of Outstanding Amount. Without prejudice to the foregoing, if the Borrower is permitted to avail the Loan at any concessional rate of Interest, upon occurrence of an Event of Default, the Lender may, at its discretion, change the rate of Interest to commercial rate or the rate applicable to open market loan of the Lender with effect from date of occurrence of the Event of Default (without prejudice to the Lender's rights to recall or cancel the Loan at its discretion), and the Borrower voluntarily waives notice from the Lender in regard to such changes, and in such case the Borrower shall repay or conduct the Loan in conformity with such changed rate of Interest or such other conditions stipulated by the Lender. No delay in exercising or omission to exercise, any right, power or remedy accruing to the Lender upon any default under the loan documents shall impair any right, power or remedy or shall be construed as a waiver thereof or any acquiescence in such default affect or impair any right, power or remedy of the Lender in respect of any other default;
- t. Notwithstanding anything contained above, the Asset(s) may be immediately repossessed, with no notice prior to such repossession be required to be given by the Lender to the Obligors and the Obligors expressly waive the right to receive the repossession notice, in the event of the happening of any of the following:
- a) Where the outstanding amount have not been paid on the respective due dates;
 - b) The lender has reason to believe that any obligor has changed his/her/their place of residence without intimation to the lender;
 - c) Where any obligor is in contravention of any law in the opinion of the lender;
 - d) Where the borrower has availed the loan fraudulently, or any statement or representation made by the borrower to the lender is false or incorrect;
 - e) Any obligor has contravened the terms of this agreement or the terms under any loan document;
 - f) The Asset(s) acquired by the borrower is in possession of a third party;
 - g) Where any proceeding(s) for insolvency/winding up is/are initiated against any obligor; or
 - h) Any situation which, in the view of the lender, may constitute an event of fraud or evasion by any of the obligor, including without limitation: (a) making modifications/alterations in structural features of the Asset(s); (b) non-availability of any obligor for any period of time and any suggestion made to the lender by any neighbour of the obligors, other lenders and the likes, that any of the obligors is absconding; (c) the obligors have created or cause to be created third party rights on the Asset(s)/encumbered the Asset(s), without prior written consent or approval of the lender.
- u. The Borrower expressly recognizes and accepts that the Lender shall, without prejudice to its rights to perform the remedies by itself, perform the remedies through its representatives, servants, officers,

agents, third party/recovery agents and/or such other person as may be appointed by the Lender by delegating to such representative, servant, officer, agent, third party/recovery agent and/or such other person all or any of its functions rights and powers under the this Agreement and other loan documents relating to the administration of the loan including the rights and authority to collect and receive on behalf of the Lender from the Borrower all dues and unpaid instalments and other amounts due by Borrower under this Agreement and any other loan documents and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices contacting the Borrower, receiving cash/cheques/drafts/mandates etc. from the Borrower and giving valid and effectual receipts and discharge to the Borrower. For the purposes aforesaid or for any other purposes at the discretion of the Lender, the Lender shall be entitled to disclose to such third parties all information pertaining to the Borrower and the Loan and the Borrower hereby consents to such disclosure by the Lender. Notwithstanding the above, the Borrower expressly accepts and authorizes the Lender (and/or any such third party as the Lender may select) to contact any third parties (including the family members of the Borrower) and disclose all necessary or relevant information pertaining to the Borrower and the Loan and the Borrower hereby consents to such disclosure by the Lender (and/or any such third party as the Lender may select). The Borrower is aware and acknowledges that he/she/they shall have the right to withdraw this consent at any time, and the Lender shall consider such requests if the Borrower serves upon the Lender requisite request in writing in advance in this regard.