

Loan Application No: APPL00101121  
Applicant: M/s SHIPMENT SOLUTIONS PRIVATE LIMITED  
Rep by Mr HARI

Date: 28/11/2021

Co-Applicant: Mrs SOBHANA VARMA  
Mr HARI RAMA VARMA  
Mr CHANDRA VARMA

Address: FIRST FLOOR 39 3202E SRI SIDHIVINAYAKA APARTMENTS ILLOM  
ROAD COCHIN ERNAKULAM KERALA  
Ernakulam 682016

Dear Customer,

Subject: Sanction of Business Loan of INR 25,29,930.00 (INR Twenty five lakh twenty nine thousand nine hundred thirty only)

Thank you for selecting Poonawalla Fincorp Limited (PFL) for your loan requirement. We are pleased to communicate the sanction of the loan, subject to the terms and conditions mentioned here under.

Terms & Conditions of Sanction and Schedule of the Facility Agreement	
Type of Loan	Business Loan
Security /Collateral	Unsecured
Loan Amount Sanctioned	INR 25,29,930.00 (INR Twenty five lakh twenty nine thousand nine hundred thirty only)
Rate of Interest	18% p.a.
Broken Period Interest	Interest charged from date of disbursement till start date of first Installment Amount/ EMI
Tenor	36 Months
Installment Amount	INR 91,463.00 (INR Ninety one thousand four hundred sixty three only) due on 3rd of every month
Processing Fees (Non Refundable)	INR 59,000-inclusive of GST(At Applicable Rates)
Terms & Conditions:	As per the detailed annexure attached

\*\*This is a system generated sanction letter\*\*

**Poonawalla Fincorp Limited**

(Formerly known as Magma Fincorp Limited )

CIN: L51504WB1978PLC031813

Corporate Office: 601, 6th Floor, Zero One IT Park, Sr. No. 79/1, Ghorpadi, Mundhwa Road, Pune - 411036

Toll Free No.: 1800 266 3201 | E: [customercare@poonawallafincorp.com](mailto:customercare@poonawallafincorp.com)

Registered office: Development House, 24 Park Street, Kolkata - 700016

E: [info@poonawallafincorp.com](mailto:info@poonawallafincorp.com) | W: [www.poonawallafincorp.com](http://www.poonawallafincorp.com)

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**Annexure I: Applicable Charges**

Description of Charges	Amount
Cheque/NACH Bounce charges per instance:	INR 1000/- Plus Applicable Taxes
Cheque/NACH cancellation & re-issue charges	INR 3000/- Plus Applicable Taxes
Foreclosure statement Charges	INR 550/- Plus Applicable Taxes
Documentation Charges	INR 3000/- Plus Applicable Taxes
Document retrieval charges	INR 500/- Plus Applicable Taxes
Statement of Account Charges	INR 550/- Plus Applicable Taxes
Statement of Account Charges-Soft Copy	INR 250/- Plus Applicable Taxes
Collection Charges (Per Collection)	INR 250/- Plus Applicable Taxes
PDC/ACH/Auto Debit Swapping Charges	INR 500/- Plus Applicable Taxes
<b>Penal Interest on Overdue Amount</b>	<b>3% p.m.</b>
Duplicate No objection certificate	Rs.500/- Plus Applicable Taxes
Foreclosure / Pre-Payment Charges	- 5% on Principal outstanding plus applicable taxes - No pre-payment in Part or Full permitted until repayment of 6 EMI's

**Annexure II: General Terms and Conditions:**

- This Sanction Letter is valid for a period of 30 (thirty) days from the date hereof.
- The Loan Amount Disbursement is subject to satisfactory clearance and compliance of all terms and conditions.
- Interest to be paid as and when applicable as per the frequency of the installment. Interest Rate is Fixed and Reducing Balance Method.
- Approach / factors considered for assessing gradation of risks for each customer are a) Profile, financial stability and market reputation; b) Credit history and duration of relationship; c) Group strength, overall customer yield, future potential, repayment capacity based on cash flows and other financial commitments; d) Interest, default risk in related customer segment; e) RBI guidelines, other laws or any other factors on a case-by-case basis, as applicable.
- Purpose of the loan is for Business.
- Broken Period Interest to be paid by the applicant upfront or will be deducted at the time of Disbursement.
- No pre-payment in Part or Full permitted until repayment of 6 EMI's. Part payment is allowed only once in a year.
- Place of execution of this Sanction Letter and Facility Agreement(s) - Pune, Maharashtra.
- Stamping/ Legal Expenses and Credit Insurance at actual to be paid by the applicant or will be deducted at the time of Disbursement, if applicable.
- The processing fees, Documentation charges and other pre-determined expenses are to be paid by the applicant upfront or will be deducted at the time of Disbursement, if applicable.
- PFL shall be entitled to revoke the sanction and to add or to delete or modify all or any of the terms & conditions of the loan, inter alia, if there is any material change in the purpose(s) of loan, if any information and/or statement given by the applicant is found incorrect, incomplete or misleading, if there is breach of the terms & conditions of the loan, if the applicant does not submit duly accepted copy of this Sanction Letter to PFL within stipulated period, etc. PFL decision in respect to material changes shall be final and binding on the applicant.
- This Sanction Letter shall supersede all our previous oral & written communication on this subject.
- All the applicable taxes, duties and levies would be additionally charged as per the law.
- The issuance of this Sanction Letter of offer does not give/confer any legal rights and PFL will be at full liberty to revoke this sanction due to any of the reasons mentioned above or otherwise.
- You shall inform PFL in writing about the change in address, job, business, profession as the case may be immediately after such change..
- You are prohibited from using the loan amount or any part thereof for any purpose other than for which it has been sanctioned. PFL resumes rights to initiate the legal action and other remedies available to them as per the law for the recovery of the dues.
- The schedule of charges as mentioned in Annexure I are subject to change as per the PFL's Policy and would be applicable irrespective of the charges mentioned in the Sanction Letter. Any change in the terms and conditions including disbursement, schedule, interest rates, service charges, prepayment charges, etc. shall be intimated to the applicant from time to time via email and shall be effective prospectively only.
- PFL does not accept any responsibility nor liability for any loss or damage arising from any service failures or disruptions (including but not limited to, loss of data) attributable to a systems or equipment failure or due to reliance by PFL's third party products or inter-dependencies including but not limited to electricity or telecommunications and for any consequences arising out of interruption of its business by Acts of God, riots, civil commotion, insurrections, wars or any other causes beyond its control or by any strikes or lockouts.
- A copy of loan agreement along with all enclosures quoted therein is attached with this Sanction Letter. The Loan Documents shall contain additional terms and conditions which have not been set out in this Sanction Letter and the Loan Documents shall be read together with the terms and conditions specified in this Sanction Letter.
- In case of any query/ clarification, please drop a mail at [customercare@poonawallafincorp.com](mailto:customercare@poonawallafincorp.com) or call at our customer care toll free number – 1800 266 3201.

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CIN: L51504WB1978PLC031813

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## **FACILITY AGREEMENT**

This Facility Agreement (“**Agreement**”) entered into at the place and on the date mentioned in Sanction Letter

### **BETWEEN**

**POONAWALLA FINCORP LIMITED** (formerly known as Magma Fincorp Limited), a public limited company duly constituted, registered and in existence in accordance with the laws of India now in force, and having its registered office at Development House, 24 Park Street, Kolkata - 700016 and corporate office at 601, 6th Floor, Zero One IT Park, Sr. No. 79/1, Ghorpadi, Mundhwa Road, Pune - 411036 hereinafter referred to as the “**Lender**” (which expression, unless repugnant to the context, shall be deemed to include its successors and assigns) of the **ONE PART**;

### **AND**

The person(s) specified as the Borrower(s) and Co-Borrower(s), in Schedule I to this Agreement (as hereinafter defined and referred to as the “Borrower”) of the **OTHER PART**.

The Lender and the Borrower shall hereinafter be collectively referred to as “**Parties**” and individually as “**Party**”.

### **WHEREAS:**

- A. The Lender is a non-banking financial company engaged, in the business of rendering finance and the Borrower is in the business as stated in the Schedule.
- B. The Borrower has approached the Lender for a Loan (as defined below) for the Purpose (as defined below).
- C. The Lender on the basis of the representations and warranties of the Borrower, various documents submitted by the Borrower and on the basis of the subsequent discussions held with the Borrower, has agreed to grant Loan upon the mutually agreed terms and conditions herein appearing.

**NOW THEREFORE in consideration of the mutual covenants, agreements, representations, warranties and indemnities set forth in this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:**

### **1. DEFINITION AND INTERPRETATIONS:**

#### **1.1. Definitions:**

The capitalized terms used in this presents shall have the meanings assigned to such terms in this Agreement and unless there is anything in the subject or context inconsistent therewith, the capitalized terms listed below shall have the following meanings:

(a) “**Agreement**” shall mean this Loan Agreement together with all together with its recitals, schedules and Annexures and all instruments supplemental to or amending, modifying or confirming this Agreement in accordance with the provisions of this Agreement;

(b) “**Applicable Law**” shall mean and include all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, byelaws, regulations, notifications, guidelines, decree, government approvals, circulars, policies, directions, directives and orders of any Governmental Authority and any

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modifications or re-enactments thereof, whether in effect as of the date of this Agreement or as may be in force from time to time;

(c) "**Application Form**" shall mean, the form submitted by the Borrower to the Lender for applying and availing of the Loan for the Purpose;

(d) "**Borrower**" shall mean and include:

(i) if it is a Company incorporated under the Companies Act, 1956 /2013 or any other body corporate, its successors;

(ii) if it is a partnership firm within the meaning of the Indian Partnership Act, 1932 or a limited liability partnership within the meaning of the Limited Liability Partnership Act, 2008, the partners from time to time of the firm, the survivor(s) of them and the heirs, executors, administrators, legal representative and successors of the last surviving partner;

(iii) if it is a Joint Hindu Family, the members for the time being of the Joint Hindu Family and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns;

(iv) if it is a society, the members of the governing body of the society and any new members elected, appointed or co-opted thereon;

(v) if it is a Trust, the Trustee or Trustees for the time being hereof and their respective heirs, executors, administrators and successors; and

(vi) if the Borrower/Guarantor is an individual or sole proprietor, his/her heirs, administrators, legal representatives and executors;

(e) "**Business Day**" shall mean any day of the week (excluding Saturdays, Sundays and any day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881) on which banks are open for general banking business in Pune and "**Business Days**" shall be construed accordingly;

(f) "**Default Interest**" means sum chargeable at such rate as may be specified in the Schedule;

(g) "**Disbursement**" means the disbursement of the Loan in lump sum made by the Lender to the Borrower on Disbursement Date;

(h) "**Disbursement Request**" means a written request from the Borrower for Disbursement of the Loan Amount;

(i) "**Disbursement Date**" means such date on which Disbursement is made to Borrower as specified in the Schedule;

(j) "Due Date" shall mean the date on which any EMI, Interest, charges or any other amount payable under this Agreement, is due for payment, as more specifically provided for in the Repayment Schedule.

(k) "**Equated Monthly Installments (EMIs)**" shall mean the monthly payment obligations of the Borrower to repay the Loan Amount and Interest accrued on the Outstanding Balance to the Lender, which EMIs shall be payable by the Borrower to the Lender, at the intervals specified in the Repayment Schedule;

(l) "**Government Authority**" or "**Governmental Authority**" shall mean: (i) a government, whether foreign (if applicable), central, state, political subdivision, territorial, municipal or local which has or claims jurisdiction over the Borrower or its assets, operations or any of the transactions contemplated under this Agreement; (ii) a department, office or minister of a government acting in that capacity; or (iii) a commission, agency, board or other governmental, semi-governmental, executive, legislative, judicial, quasi-judicial, statutory, regulatory, administrative, monetary, taxing, administrative or fiscal authority, any court, tribunal or arbitrator(s) of competent jurisdiction;

(m) "**Interest**" means the rate of interest chargeable on the Outstanding Balance at the rate as specified in the Schedule that shall be payable in accordance with the terms of this Agreement or such other rate as

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may be agreed mutually by and between the Parties from time to time;

(n) "**Loan**" shall mean the term loan facility which has been granted by the Lender to the Borrower, in the manner and upon the terms and conditions specified in this Agreement;

(o) "**Loan Amount**" shall mean the principal amount of the Loan disbursed to the Borrower;

(p) "**Outstanding Balance**" shall mean the aggregate of the Loan Amount outstanding, Interest, Default Interest, commitment charges (if any), interest tax, prepayment charges, costs, charges, expenses, taxes, surcharges etc. and other dues payable to any Governmental Authority, and include all other amounts whatsoever payable/ repayable by the Borrower to the Lenders under this Agreement and/ or in connection with the Loan#;

(q) "**Material Adverse Effect**" means any one or more events, conditions or circumstances which, in the sole opinion of the Lender, could reasonably be expected to adversely affect: (i) the realization of any rights and remedies of Lender under the Agreement; (ii) the financial condition, business, operations, assets or business prospects of the Borrower; (iii) the ability of the Borrower to observe or perform the terms and conditions and the obligations under the Agreement, including but not limited to the payment obligations of the Borrower; and (iv) the legality, validity, enforceability, priority or effectiveness of this Agreement;

(r) "**Person**" includes an individual, statutory corporation, body corporate, partnership, sole-proprietorship, limited liability partnership, joint venture, association of persons, Hindu Undivided Family (HUF), societies (including cooperative societies), trust, unincorporated organization, government (Central, State or otherwise), sovereign State or any agency, department, authority, or political subdivision thereof, international organization, agency or authority (in each case whether or not having as separate legal personality) and shall include their respective successors and assigns, and in case of an individual shall include his legal representatives, administrators, executors and heirs, and in case of a trust shall include the trustee or trustees for the time being, the survivor or survivors of them and the heirs, executors and administrators of the last surviving trustee;

(s) "**Purpose**" shall mean the purpose set out in Schedule hereto for which the Loan Amount is to be utilized by the Borrower;

(t) "**Sanction Letter**" shall mean the letter, issued by the Lender to the Borrower carrying the terms pertaining to the sanction of the Loan;

(u) "**Tenure / Term of Loan**" shall mean the tenure of the Loan set out in Schedule hereto which period may be extended by the Lender, in its sole discretion, from time to time.

## 1.2. Interpretations:

In this Agreement, save where the context otherwise requires:

(a) all references to any payments or sums due herein shall be subject to applicable taxes and levies;

(b) the singular includes the plural and vice versa and in particular (but without limiting the generality of the foregoing) any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;

(c) reference to any gender includes the other gender;

(d) reference to an Article, Schedule, Annexure or Recital is a reference to an Article, Schedule, Annexure or Recital of this Agreement;

(e) reference to any agreement is a reference to that agreement and all exhibits, schedules, appendices incorporated therein, as the same is amended, modified, supplemented, varied, substituted, replaced, renewed or extended from time to time;

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(f) reference to statutes shall be construed as including all statutory provisions consolidating, amending, modifying, supplementing or replacing the statute referred to;

(g) the terms "include" and "including" shall be deemed to include the words without limitation";

(h) The Sanction Letter, duly accepted by the Borrower(s) shall be deemed to constitute an integral part of this Agreement. However, it is hereby clarified that in the case of any inconsistency between the provisions of this Agreement and the provisions of the Sanction Letter, the provisions of this Agreement shall prevail, to the extent of such inconsistency;

(i) reference to the Borrower shall include Co- Borrower(s);

(j) words and expressions used herein but not defined herein shall have the same meaning assigned to such terms in the General Clauses Act, 1897, in so far as the context so admits;

(k) headings and the use of bold typeface shall not be used in any way for purposes of interpreting this Agreement.

## 2. LOAN AND APPLICATION PROCEEDS

##2.1. Subject to terms and conditions of the Agreement, the Lender, at the request of the Borrower, agrees to provide to the Borrower, and the Borrower agrees to accept the Loan as specified in the Schedule for the Purpose for which it is granted on such terms and conditions mentioned herein.

2.2. The Disbursement of the Loan Amount shall be subject to the satisfaction (or waiver) of each applicable condition precedent set forth in this Agreement.

2.3. The Borrower shall request a Disbursement Request for disbursement of the Loan by delivering to the Lender a Disbursement Request Form prior to Disbursement Date as mentioned in the Schedule.

## 3. CONDITIONS OF MAKING DISBURSEMENT

3.1. The Lender shall not make the Disbursement until the Agreement has been delivered & duly executed by the Borrower along with (a) certified true copy of the Borrower's constitutional documents or true copy of such other document under which the Borrower is/ are constituted/incorporated (as the case may be) as amended up to date including certified true copies of authorizations from the Borrower for the purpose of availing the Loan; (b) duly executed demand promissory notes and the undertaking in the forms attached to this Agreement; (c) the "Know Your Customer" (KYC); and the (d) post-dated cheques/ un-dated cheques.

3.2. The Lender through such mode as may be mutually agreed between the Parties shall make the Disbursement to the Borrower. All collection/ remittance and/ or other charges in relation to the Disbursement shall be borne solely by the Borrower. The Borrower agrees to provide all necessary information and documents to the Lender to make the Disbursement.

3.3. The Disbursement Request once given shall be irrevocable unless otherwise consented by the Lender and the Borrower shall not cancel/ retract the same. However, the Disbursement Request shall not be regarded as having been duly completed unless:

(a) Such request is submitted to the Lender before the Disbursement Date;

(b) the Borrower complies with the provisions of this Agreement;

(c) Disbursement Request is executed by the Borrower or authorized person of the Borrower, as the case may be; and

(d) All the necessary documents and certificates are produced as required by the Lender.

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#### 4. UTILISATION OF LOAN PROCEEDS

4.1. The Borrower agrees and undertakes that the Borrower will apply proceeds of the Disbursement under the Loan only for the Purpose. The Borrower further agrees and undertakes to not utilize the Loan for any anti-social, unlawful, speculative and, or illegal purpose.

4.2. Within 10 (ten) Business Day(s) from the Disbursement, the Borrower shall deliver to the Lender a certificate duly signed by the practicing-chartered accountant on the utilization of the proceeds.

#### 5. MODE AND TERMS OF #REPAYMENT OF LOAN

#5.1. The Borrower shall repay the Loan in the EMIs during the Tenure on each Due Date as specified in the Schedule through any of the modes viz. the Electronic Clearing System (ECS), Auto Debit (AD), National Automated Clearing House (NACH) or direct debit from Borrower's bank account with designated bank (Direct Debit) or by any other modes of settlement of obligations as may be required by Lender, or post-dated cheques/ undated cheques/ demand drafts in favour of the Lender, hereinafter referred to as the payment instructions.

5.2. If the Borrower fails to pay any amount due to Lender under this Agreement, such unpaid amount shall bear Default Interest from the date such amount is due until the date on which such amount is paid in full.

5.3. If the Due Date falls on a day, which is not a Business Day, the immediately preceding Business Day shall be the due date for such payment.

5.4. The Borrower agrees and undertakes that it shall be entirely Borrower's responsibility to ensure prompt and regular payment of all amounts due and payable under this Agreement, including but not limited to EMIs, Interest, Default Interest and all costs and expenses incurred under this Agreement and all other amounts payable by the Borrower to the Lender.

5.5. The Borrower shall make all payments into a bank account as may be specified by the Lender and as the Lender may direct from time to time. Time shall be of the essence for payment of EMIs or other sums due under this Agreement.

5.6. The repayment schedule for the Loan is without prejudice to the rights of the Lender to re-compute the Interest in case of variation of the same, and on such re-computation, payments shall be made by the Borrower(s) in accordance with such amended repayment schedule(s) as may be intimated by the Lender with written notice to the Borrower. In the event of any revision in the applicable Interest Rate (which revision shall be effective prospectively), the Borrower shall thereafter be required to pay Interest on the Loan Amount at such new applicable rate.

5.7. In the event of the Loan being availed of on or after the Twentieth (20th) of a month, the Interest payable by the Borrower for the residuary days up to the commencement of the EMI may be paid by the Borrower (s) up front (as specified in the Schedule) or the first EMI may be paid by the Borrower (s) along with the Interest due for the residuary days.

5.8. The due date for the repayment of EMIs shall be 3rd of every month following the Disbursement. The post-dated cheques/payment instructions shall be presented starting 1st of every month, however, the Loan of the Borrower (s) shall not be considered past due or attract past due interest/penalty/ bouncing penalty if the payment is received by the 3rd of the respective month. Strict compliance with the repayment Schedule is an essential condition for the grant and continuance of the Loan.

All payments required to be made by the Borrower to the Lender, including the EMIs along with all taxes, charges, costs and expenses may be paid by way of cheque, ECS, online remittance instructions, NACH, bank transfer or such contemporaneous mode of settlement of financial obligations as may be required by the Lender.

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The Borrower hereby agrees that the Borrower has submitted the un-dated cheques as mentioned in the Schedule hereto as and by way of additional security towards due payment of the Outstanding Balance and submission of such un-dated cheques shall be deemed to be an unconditional and irrevocable authority given by the Borrower to the Lender to present these un-dated cheques for realization on occurrence of an Event of Default or otherwise. The Borrower further agrees and undertakes that (i) the Borrower shall ensure that the un-dated cheques are honoured on the first presentation; and (ii) the Borrower shall not in any event and in any circumstances instruct the Lender not to deposit the said un-dated cheques or stop payment of any of the cheque, and any such stop payment instruction in violation of this Clause shall be considered as null and void.

The Borrower undertakes that the cheques are honoured on the first presentation, and the Borrower shall not do any act to affect the negotiability of the cheques or revoke the ECS/ NACH mandates during the Tenure of this Agreement except with the prior approval from the Lender. In case the Borrower revokes his consent to NACH/ ECS without obtaining the prior written consent of the Lender, the same shall be deemed to be an Event of Default as mentioned in this Agreement and without prejudice to other rights and remedies available to the Lender under this Agreement and/or under any other applicable law in force, the Lender shall have the right to forthwith recall the Loan without giving any notice to the Borrower and the Outstanding Balance shall become immediately due and payable. Notwithstanding anything contained herein the Lender shall have the right to initiate criminal action under the laws applicable for the time being in force against the Borrower.

5.9. The Borrower shall be liable to pay a penalty specified in the Schedule hereto or such other amount as may be stipulated by the Lender from time to time, for dishonor of any instructions with respect to EMLs. This would be without prejudice to the rights of the Lender under the Negotiable Instruments Act, 1881 and/ or any statutory amendments thereof and other rights of the Lender under this Agreement or otherwise.

5.10. The Lender may at its sole discretion, from time to time, under written intimation to the Borrower engage various external agencies and/or third parties ("**identified agencies**") for carrying out various functions on its behalf. In the event of receipt of such intimation by the Borrower on engagement of identified agencies, the various amounts, along with applicable tax and other statutory charges, payable by the Borrower to the Lender in terms of this Agreement, as may be identified in the said written intimation, ("**identified charges/costs**") may be paid by the Borrower/s to such identified agencies. Such payment of identified charges/costs to identified agencies shall be deemed to be sufficient discharge of the Borrower liability in terms of this Agreement with respect to those identified charges/costs. The identified agencies shall issue valid acknowledgment to the Borrower towards receipt of identified charges/ costs by them.

## 6. INTEREST

6.1. The Loan shall carry **Interest** at the rate specified in the Schedule hereto, with monthly or other rests, on the outstanding balance, in consonance with the policy of the Lender with changes in the periodicity of rest, if any, being communicated to the Borrower by the Lender from time to time. The Lender shall in its discretion, be entitled, at any time, with written notice to the Borrower, to revise upwards or downwards the rate of Interest having regard to applicable regulations, conditions in the money market, availability of loanable funds.

6.2. The Borrower agrees to pay the Lender Default Interest on any overdue amount at the rate mentioned in the Schedule as compensation on the amount of any sum overdue, which may become due from the Borrower to the Lender in respect of the Loan. But this provision shall not in any way affect or prejudice the right of the Lender as provided herein.

6.3. Any dispute, including about the interest computation, shall not entitle the Borrower to withhold payment demanded by the Lender and/or payment of any EMI.

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## 7. COSTS AND CHARGES

- 7.1. The Borrower shall pay a one-time up-front fee, documentation charges.
- 7.2. The Borrower shall be required to pay all duties, taxes, costs, imposts and statutory levies and such other charges, actual that may be imposed by the statutory authorities from time to time pertaining to or in connection with all sums due under this Agreement.
- 7.3. All payments to be made by the Borrower under this Agreement shall be paid exclusive of any tax and without any set-off or counterclaim and free and clear of any withholding or deduction.
- 7.4. Where the Borrower is entitled in law to pay the said sums directly and such payment absolves Lender from Lender's obligation to pay the same, the Borrower agrees that the Borrower shall pay the same and deliver to Lender all the official tax receipts or certificates evidencing payment (or certified copies of them) of the monies within 30 (thirty) Business Days of the date of payment thereof.
- 7.5. The Borrower shall pay all costs, charges and expenses incurred by the Lender in any way, including advocate's and external consultant's fees, travelling and other allowances of its officers, expenses incurred by Lender after an Event of Default has occurred, in connection with collection or recovery of amounts due and or other rights/remedies arising out of this Agreement.
- 7.6. The Borrower shall, on demand, pay to the Lender such costs incurred by the Lender as a result of introduction of or change in the Applicable Law or compliance with the Applicable Law made mandatory after the execution of this Agreement.
- 7.7. The Borrower shall duly and punctually pay the representative expenses, collection expenses, compensation charges for late payment, costs of legal proceedings, damages and any other charges taxes, surcharges, cess, levies and/ or any other duties and other sums that may be due and payable under this Agreement and perform and comply with all the other terms, conditions and covenants contained in the Agreement.
- 7.8. The Borrower shall reimburse or pay to the Lender, on demand, the amount paid or payable by it to any Governmental Authority or any other regulatory agency, on account of any applicable tax, levies, charges etc. levied by such Government Authority or agency on the interest or any other amount / service(s) and/or other charges) payable to the Lender.
- 7.9. The Borrower shall indemnify and keep the Lender indemnified from and against all liabilities, claims, losses, damages and expenses whatsoever in respect of its obligations and liabilities in connection with the payment of amounts due under this Agreement and the Borrower shall be liable to pay such amounts, including any Interest, Default Interest, charges, etc. forthwith on demand.
- 7.10. The Borrower hereby acknowledges that he shall be liable for any action arising out of bouncing of cheques and non-maintenance of balance in the bank account to honor the cheques/ECS's/NACH instructions, in addition to being liable for charges as per the Schedule per instance by way of penalty and other additional levies as the Lender may deem fit.

## 8. ABSOLUTE OBLIGATIONS OF BORROWER

- 8.1. The Borrower agrees that, unless agreed by the Lender in writing, obligations of the Borrower arising out of this Agreement are absolute, unconditional and non-cancellable and are distinct and separate from any other obligations of the Borrower towards the Lender, whether under this Agreement or otherwise. The obligations shall not be affected in any manner for any reason whatsoever.
- 8.2. No part of the obligations arising from this Agreement is conditional on or shall stand vitiated by any set-off or claim for any reason, including, but not limited to termination of this Agreement.

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## 9. APPROPRIATION

#9.1. Unless otherwise agreed by the Lender, any payments due and payable under this Agreement and made by the Borrower, may be appropriated, in respect of any of the Disbursement or dues arising there from, in the following order:

- a. Costs, charges, expenses, incidental charges and other monies including applicable taxes that may have been expended by the Lender in connection with this Agreement,
- b. other indebtedness of the Borrower to the Lender which has become overdue,
- c. Default Interest,
- d. Any other charges in relation to the Agreement,
- e. Interest payable under this Agreement,
- f. Principal amount of the Loan under this Agreement, and
- g. other indebtedness of the Borrower to the Lender.

## 10. EVENTS OF DEFAULT

10.1. The Borrower shall be deemed to have committed an act of default on the happening of inter-alia, any one or more of the following events ("**Event of Default**"):

- (a) The Borrower fails to repay the Loan or any Interest on overdue amount, bouncing penalty or any other costs in the manner herein contained, or any EMI or any other amount due hereunder remains unpaid on the respective Due Date; or
- (b) The Borrower commits breach of any of the terms and conditions and/or representation or warranties or covenants herein or any misrepresentation to the Lender; or
- (c) If a receiver is appointed or attachment is levied for or upon any of the assets of the Borrower or the Borrower, being an individual, has been subjected to the initiation of insolvency proceedings or has been declared an insolvent or, being a corporation, has been subjected to the filing of a petition for its winding-up or has been ordered to be wound up or, being a partnership firm has been subjected to the possibility of dissolution or cessation of business; or
- (d) Proceedings by any authority, court of law or professional body or association, for any misconduct or breach/violation of any law or regulations or code of conduct, etc., are taken against the Borrower; or
- (e) The Borrower fails to furnish any information or documents that may be required by the Lender; or
- (f) If a cheque(s)/ACH/ECS in respect of any payment is not paid on the Due date thereof; or
- (g) The Borrower commits a default of any of the terms and conditions in respect of any other loan or facility provided by the Lender and/or all the companies/ entities/ subsidiaries/ affiliates thereof under the Lender and/ or any other bank/ financial institution/ society, etc.; or
- (h) Where the Borrower, or where the Loan has been provided to more than one Borrower any of the Borrowers, is or dies or turns lunatic (applicable in case of an individual); or
- (i) There is any change in the constitution, management or existing ownership or control of management or of share capital of the Borrower; or
- (j) The Borrower or either of them, as the case may be changes his/her employment or occupation or leaves temporarily or permanently, or while remaining in the same employment, or continuing in the same occupation, is posted or located at a place other than a place acceptable to the Lender; or

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(k) The Borrower commits a default under any other agreement or contract entered in to by the Borrower with the Lender or with any third party and the same is not remedied to the satisfaction of the Lender within such time as the Lender may in its absolute discretion specify; or

(l) There exists any other circumstance, which, in the sole opinion of the Lender, jeopardizes the Lender's interests.

(m) **Material Adverse Effect:** Any event or circumstance occurs which the Lender believe, has or is reasonably expected to have a Material Adverse Effect on the Borrower's ability to service the Loan.

(n) All or substantially all of Borrower's undertaking, assets or properties or its interests therein are seized, nationalized, expropriated or compulsorily acquired by any Governmental Authority or there occurs any settlement or compromise or restructuring or any attempted settlement or compromise or restructuring, in relation to any other credit facility availed by the Borrower from the Lender or any other financial institute or bank.

(o) If at any time the said proceeds of the Loan are used for any Purpose other than the Purpose for which it was availed or are used for an illegal or unlawful purpose.

(p) The Borrower abandons or threatens to abandon the Purpose for which the Loan was availed for.

(q) In the sole opinion of the Lender, any other default, which adversely affects the fulfilment of obligations by the Borrower under this Agreement and inability of the Borrower to cure any failure after the date on which Lender in writing notifies such failure to Borrower as an Event of Default;

(r) If in the opinion of the Lender, any legal proceedings or other procedure or step is taken against the Borrower which may adversely affect the Borrower's ability financial or otherwise.

(s) Any change in law which may in the sole opinion of Lender impact the Borrower's ability to repay/pay the obligations.

(t) At any times it becomes unlawful for the Borrower to perform or comply with any or all its obligations under this Agreement.

(u) The auditors when certifying any of the Borrower's annual financial statements have made substantial qualifications or have refused to certify them.

(v) The Borrower is entering into any arrangement or composition with the Borrower's creditors or committing any act of insolvency.

(w) The Borrower goes into liquidation whether at its own instance or otherwise.

(x) The Borrower pays off the other unsecured loans and/ or withdraws monies from the capital/ reserves and surplus current accounts without the prior written permission of the Lender.

## 10.2. Notice to Lender on the happening of an Event of Default:

On occurrence of any Event of Default or any event which, after the notice, or lapse of time, or both, would constitute an Event of Default, the Borrower shall, forthwith give notice to Lender in writing specifying the nature of such Event of Default, or of such event and the Lender shall proceed to take any and/ or all actions, in no particular order, as it may deem appropriate.

10.3. In the event of the Borrower committing any act of default and/ or on the occurrence of any Event of Default as aforesaid, then notwithstanding anything to the contrary herein contained, or in any other agreement, document or instrument between the Borrower and# the Lender shall be entitled at its absolute discretion to inter alia:

(a) Call upon the Borrower to pay forthwith the Outstanding Balance amount to the Lender under this Agreement and/ or any other agreements, documents or instruments between the Borrower and the Lender;

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(b) Without any prior or further notice to the Borrower, disclose to the Reserve Bank of India or any other authority or any other third person, the name/ identity of the Borrower and the fact of the Borrower(s) having committed the act of default with full details thereof.

(c) Exercise Lender's right of lien and set-off all monies and accounts standing in the Borrower' name in the Lender's books.

(d) Without prejudice to the above, the Lender shall have the right to proceed against the Borrower(s) independent of any right of lien/set-off to recover the outstanding dues from the Borrower(s).

10.4. The Borrower hereby agrees, confirms and acknowledges that any default by the Borrower under any credit facility agreement or arrangement with the Lender or its subsidiaries and affiliates or any other Bank/ Financial Institution/ Non-Banking Financial Company/ Housing Finance Company and other Creditors shall constitute an event of default under this Agreement and in respect of any credit facility agreement or arrangement with the Lender or its subsidiaries and officials, vice-versa.

10.5. The Borrower hereby agrees that the occurrence of any Event of Default hereunder shall also be treated as an event of default under any other facility being availed by the Borrower from the Lender and/or all the companies/ entities/ subsidiaries/ affiliates thereof under the Lender's group and the Lender is hereby authorized by the Borrower to retain and to continue to hold and/ or set off/ realize/ sell any assets (including but not limited to fixed deposits and/ or all monies and/ or accounts standing in the Borrower's name) of the Borrower held by the Lender as a security and/ or otherwise and adjust the proceeds thereof towards repayment of the Loan including any interest and other charges due and payable by the Borrower to the Lender and/or all the companies/ entities/ subsidiaries/ affiliates thereof under the Lender group.

10.6. Without prejudice to all other rights as the Lender or any of the third parties appointed by the Lender may have under this Agreement and under law, on the occurrence of an Event of Default, the Borrower may be sent reminders from time to time for settlement of any outstanding under the Loan, by post, fax, telephone, e-mail, SMS text messaging via mobile phone.

11. The Lender shall have the right to recall the Loan at any time at its discretion, without assigning any reasons for such recall, and upon such recall, the Loan and all other amounts stipulated by the Lender shall be payable forthwith.

## 12. PRE-PAYMENT BY BORROWER

The Borrower may prepay the entire outstanding balance of the Loan by giving prior notice in writing to be received by the Lender not less than 21 (twenty-one) days prior to any prepayment after the expiry of the first six (6) months of the Loan Tenure. Such prior notice of pre-payment shall only be accepted by the Lender in the first 15 days of the month. In such an event, the Lender shall be entitled to additional interest as stated in the Schedule or any other rate which may be applicable at that time as per the Lender's policy, of the amount so prepaid as a prepayment additional interest. Prepayment will be applied to EMIs in inverse order of maturity. The additional interest would be leviable till the end of the month in which the prepayment notice expires. The prepayment shall take effect only if cheques have been cleared and proceeds thereof realized by the Lender in clear funds. Any cash payments offered by the Borrower (s) shall be subject to the Lender's sole discretion as to whether or not to accept the same. The Loan will be considered fully paid only after obtaining 'no due certificate' from the Lender.

## 13. REPRESENTATIONS, WARRANTIES

13.1. The representations and warranties of the Borrower contained in this clause shall be true on and as of the date hereof and shall be deemed to be continuing and shall be deemed to be repeated every day until termination of this Agreement and repayment of the Outstanding Balance. In the event of a change/ variation

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in any of the representation and/or warranties, the Borrower shall intimate the same to the Lender in writing within a period of 48 (Forty-Eight) hours from the time of such change/ variation.

### 13.2. The Borrower hereby represents and warrants that:

(a) The Borrower is duly organized / incorporated under the existing laws, validly existing and in good standing and is authorized to enter into this Agreement, and this Agreement is a valid and binding obligation of the Borrower enforceable in accordance with its term. Subject to Applicable Law, this Agreement when executed, will constitute legal, valid and binding obligations of the Borrower and shall be enforceable against the Borrower in accordance with its terms;

(b) The Borrower is resident citizen of India and has the competence and power to execute this Agreement and perform his obligations under this Agreement;

(c) The Borrower is financially solvent and has adequate net worth to be able to perform his obligations under this Agreement;

(d) The execution and delivery of this Agreement and documents to be executed in pursuance hereof, and the performance of the Borrower' obligations hereunder and thereunder does not and will not (i) contravene any Applicable Law, statute or regulation or any judgment or decree to which the Borrower and/or its assets, businesses and/or undertakings is subject to, (ii) conflict with or result in any breach of, any of the terms of or constitute default of any covenants, conditions and stipulations under any existing agreement(s) or contract(s) or binding to which the Borrower is a party or subject, as the case may be, (iii) breach or constitute a default under the charter documents of the, (iv) violate any order, decree or judgement against, or binding upon, the Borrower, (v) require Borrower to obtain any consent or approval from any Governmental Authority or any other authority in a relevant jurisdiction;

(e) The Borrower does not have, will not be entitled to, and will not claim any immunity for himself/ herself/ itself or any of his/ her/ its respective assets from suit, execution, attachment or other legal process in any proceedings in relation to this Agreement;

(f) No litigation, investigation, arbitration, administrative or other proceedings are pending or threatened against the Borrower or his/ her/ its assets, which, if adversely determined, might have a Material Adverse Effect in relation to the Borrower;

(g) All clearances, permits, consents, acts, things or licenses necessary or appropriate for the execution and delivery of this Agreement and the fulfilment of the Borrower's obligations under this Agreement have been obtained from any Governmental Authority or from any existing creditors of the Borrower or any other Person, as necessary, and are each in full force and effect;

(h) No extraordinary circumstances shall have occurred which shall make it improbable for the Purpose, for which the Loan is provided, to be carried out and/ or for the Borrower to fulfil its obligations under this Agreement;

(i) The Borrower is in compliance with and abides by all Applicable Laws and regulations;

(j) The Borrower will not seek to claim or recover from Lender on any grounds whatsoever and/or in any circumstances whatsoever, any purported damages or compensation, direct, indirect or consequential, for any acts or actions whatsoever of Lender hereunder and/or in respect of the Loan, taken or omitted by Lender in terms hereof and/or pursuant hereto and/ the Borrower hereby expressly waives any right to seek or make any such claim or recovery on any ground whatsoever;

(k) The Borrower is not in arrears of any public demand such as income-tax, corporate tax and all other taxes and revenues or any statutory dues payable to the Governmental Authority and Borrower has complied in all material respects with all taxation laws in all jurisdictions in which it is subject to taxation and has filed all tax returns;

(l) Neither the Borrower, nor any Person acting on its behalf, has been engaged in (a) any corrupt / fraudulent practices / collusive / coercive practices in connection with the Borrower's business or

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operations; or (b) money laundering; or (c) the financing of terrorism;

(m) No Event of Default has occurred;

(n) Borrower's obligations under the Agreement rank at least pari passu with the claims of all its other unsecured creditors, except for obligations compulsorily preferred by law;

(o) The Borrower's assets and business are validly insured with insurance companies;

(p) The most recent audited accounts of the Borrower have been duly audited and prepared in accordance with applicable accounting principles and practices and represent a true and fair view of its financial condition. Since the date of its most recent financial statements, there has been no change in the Borrower's financial condition or results of operations to an extent as may impair the Borrower's ability to repay or to perform any obligation under this Agreement;

(q) The Borrower or any other Person related to the Borrower do not figure in any defaulter list circulated by Reserve Bank of India/Credit Information Bureau (India) Limited ("CIBIL") or that of any bank or financial institution or any other Governmental Authority;

(r) The Borrower further acknowledges and confirms that the information or documents provided to Lender in connection with the Loan do not contain any untrue statement of a material fact, nor do they omit to state a material fact necessary in order to make the statements contained therein not misleading in light of the circumstances under which such statements were or are made;

(s) The Borrower is aware that the Lender has entered into this Agreement and the Lender has agreed to grant the Loan based on the Borrower's representation, warranties, statements, undertakings and covenants contained in this Agreement and/or others made to the Lender.

(t) All representations and warranties of the Borrower in this Agreement shall survive the execution, delivery and termination of this Agreement, the consummation of the transactions contemplated hereby and the repayment of the Loan and other due hereunder.

#### 14. ANTI-MONEY LAUNDERING AND OTHER LAWS

The Borrower hereby undertakes not to utilize the Loan for any money laundering or corrupt practices. The Lender may block or refuse to make a payment under or in connection with the Loan and may refuse to permit a drawing under any Loan, if it believes on reasonable grounds that making such payment or drawing may breach any Applicable Law including any law relating to anti-money laundering, anti-terrorism, anti-corruption, anti-bribery. The Borrower shall ensure that any payment or drawing instruction will not cause or result in a breach of any Applicable Law.

#### 15. COVENANTS

##### 15.1. Positive Covenants:

The Borrower covenants and undertakes that, during the Tenure of the Agreement, the Borrower will, unless the Lender waives compliance in writing:

(a) Utilize the Loan only for the Purpose, and for no other purpose whatsoever;

(b) Ensure payment of the EMIs, Interest, Default Interest, charges and all monies owing to Lender under this Agreement, according to the terms hereof;

(c) Obtain and comply with the terms of, and do all that is necessary to maintain in full force and effect, all authorizations, approvals, licenses and consents required to enable it to enter into and perform its obligations under this Agreement, and to ensure the legality, validity, enforceability and admissibility in evidence of this Agreement;

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(d) Promptly inform the Lender of any material litigation, arbitration or other proceedings involving an amount exceeding 10% of the Borrower's net worth or which may impair the Borrower's ability to perform this Agreement if the relief prayed for were granted and which can affect the Borrower. The Borrower shall promptly inform the Lender of any Person making a claim for money against the Borrower, or enforcing against the Borrower any guarantee or indemnity given by the Borrower;

(e) Promptly inform the Lender of any occurrence, event or incident of which it becomes aware which might adversely affect the Borrower or affect its ability to perform its obligations under this Agreement and/or in respect of the outstanding amount of the Loan, including without limitation, any force majeure event or act of God such as earthquake, flood, tempest or typhoon, etc. as well as the happening of any labour strikes, lockouts, shut-downs, fires or other similar happenings which could reasonably be expected to adversely impact the day-to-day functioning or the business of the Borrower;

(f) Promptly inform the Lender of the occurrence of any Event of Default or of the occurrence of an event which, with the passage of time or the giving of notice would become an Event of Default, and also, where applicable, of the steps being taken to remedy the same, and will, from time to time, if so requested by Lender, confirm to Lender in writing that save as otherwise stated in such information, no default has occurred and/or is continuing;

(g) Pay regularly all taxes, assessments, dues, duties, levies and impositions as may, from time to time, be payable to any Governmental Authority;

(h) Perform, on request of the Lender, such acts as may be necessary to carry out the intent of this Agreement;

(i) As soon as available after the close of each financial year, furnish his audited financial statements. The Borrower also agrees to furnish to the Lender as soon as available from the end of each calendar quarter from time to time, unaudited quarterly financial statements;

(j) furnish such other statements, lists of property, accounts, budgets, projections, opinions, certificates, information and/or other documents as the Lender may reasonably require;

(k) give written notice about any material violation, breach or default by the Borrower under any agreement or instrument material to the business, operations, condition (financial or otherwise) or prospects of the Borrower;

(l) Give written notice of any other matter which has caused or might lead to a Material Adverse Effect;

(m) Promptly, upon the request of the Lender, supply or procure the supply of such documentation and other evidence in order for the Lender to carry out all necessary 'know-your-customer' or other similar checks on the Borrower under all Applicable Laws for the purposes of the transactions contemplated in this Agreement;

(n) Authorize the Lender and its officers, nominees, agents, auditors and such other persons to inspect or audit such books of account, registers, books and documents of the Borrower and shall have right to be furnished at such intervals as the Lender may direct from time to time copy or copies of such documents;

(o) Provide all information including information regarding other credit facilities enjoyed by the Borrower and when required by the Lender. The information furnished to be the Lender from time to time is and shall be true and correct.

(p) Not change or in any way alter the share capital structure of the Borrower. In case the Borrower is a partnership firm or a sole proprietary concern, the Borrower shall not change or permit any change of its constitution (which term includes the admission of any partner or the retirement of any partner for any reason other than the demise of that partner) without the Lender's prior written consent;

(q) pay off the unsecured loans and/or withdraw monies from the capital/ reserves and surplus/ current accounts (as shown in the latest financial statement provided by the Borrower to the Lender;

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(r) so long as the Borrower continues to be indebted to the Lender under the Loan, without the previous written consent of the Lender, borrow any moneys from any other bank/financial institution/unsecured lenders or from any other source whatsoever and whomsoever;

### 15.2. Financial Covenants:

The Borrower covenants and undertakes that, so long as any part of the Loan is outstanding and until full and final payment of all money owing hereunder, the Borrower shall ensure that financial covenants under this Agreement or as otherwise notified by Lender from time to time, are met.

### 15.3. Negative Covenants:

The Borrower covenants and undertakes that so long as any part of the Loan is outstanding and until full and final payment of all moneys owing hereunder, the Borrower shall not, without the prior written consent of the Lender having been obtained, do or omit to do and not permit any act, matter or thing which would cause any of the representations and warranties, under this Agreement, if repeated immediately prior to Disbursement, to be untrue, inaccurate or misleading and immediately notify Lender in writing of any such fact or circumstance which might cause any of the representations and warranties set forth in this Agreement to be untrue or misleading.

The Borrower covenants and agrees that, save with the prior written consent of the Lender,

(a) *(in the event that the Borrower is a company)* The Borrower shall not (i) enter into any scheme of merger, amalgamation, compromise or reconstruction; (ii) change its capital structure, permit any change in the ownership or control of itself whereby the effective beneficial ownership or control of the Borrower shall change; (iii) not affect any material change in the management of the business; (iv) make any amendments to its Memorandum of Association or Articles of Association; (v) declare any dividend during the Term; (vi) invest by way of share capital in or lend or advance funds to or place deposits with any other concern (including group companies); save the making of normal trade credit or security deposits in the ordinary course of business or advances to employees in the regular course.

(b) The Borrower shall not make or file any application or initiate any proceedings under the Insolvency and Bankruptcy Code, 2016 (as may be amended from time to time), without first discharging the indebtedness of the Borrower to the Lender.

(c) *(in the event that the Borrower is a Resident Indian)* The Borrower shall not without obtaining the prior written consent of the Lender leave India for employment or business or for long term stay outside India.

(d) *(If the Borrower is a partnership firm)* The Borrower shall not initiate any proceedings for dissolution of the firm or admit any new partners to the partnership.

## 16. DISCLOSURE OF INFORMATION

16.1. The Borrower accepts and understand that as a pre-condition, relating to grant of the Loan, the Lender, requires Borrower consents for the disclosure by the Lender of, information and data relating to them, of the credit facility availed of/ to be availed, by the Borrower, obligations assumed/to be assumed, by the Borrower, in relation thereto and default, if any, committed by the Borrower, in discharge thereof.

16.2. Accordingly, Borrower, hereby agrees and gives consent for the disclosure by the Lender of all or any such information and data relating to the Borrower, the information or data relating to any credit facility availed of/ to be availed, by the Borrower, and default, if any, committed by the Borrower, in discharge of their/ his/ her/ its such obligation, as the Lender may deem appropriate and necessary, to CIBIL and/ or any other Credit Information Company and, or agency authorized in this behalf by the RBI.

16.3. The Borrower further undertakes that:

(a) CIBIL or the recipient Credit Information Company and any other agency so authorized may use, process the said information and data disclosed by the Lender in the manner as deemed fit by them; and

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(b) CIBIL or the recipient Credit Information Company or any other agency so authorized 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 Reserve Bank or any other authority in this behalf.

## 17. MISCELLANEOUS

17.1. The Borrower shall be liable for all amounts due and all costs, etc. incurred for any recovery proceedings in respect of the Loan.

17.2. The records maintained by the Lender shall be conclusive proof of the amounts outstanding from and due by the Borrower. A certificate in writing signed by an officer of the Lender stating the amount due at any time shall be conclusive evidence as against the Borrower. However, nothing herein shall prejudice the Lender's interests or rights if there is any clerical or arithmetical error in the interest calculations due and payable by the Borrower.

17.3 Except as may be otherwise provided herein, all notices, requests, demands, waivers, and other communications made pursuant to this Agreement shall be in writing and signed by or on behalf of the Party giving it. Such notice shall be served by sending it or delivering by internationally recognized courier or RPAD to the address set forth. In each case it shall be marked for the attention of the relevant Party. Any notice so served shall be deemed to have been duly given (a) in case of delivery by RPAD, 2 (two) Business Day(s) have elapsed after deposit in the post; or (b) when delivered by internationally recognized courier on the third Business Day after deposit with an internationally recognized courier service, provided that the sending Party receives a confirmation of delivery from the delivery service provider. In addition to the above, the Lender can send the notices, requests, demands, waivers, and other communications through e-mail.

For the Lender : Poonawalla Fincorp Limited

Address : 601, 6th Floor, Zero One IT Park, Sr. No. 79/1, Ghorpadi, Mundhwa Road, Pune - 411036

Toll free no. : 1800 266 3201

Email : [customercare@poonawallafincorp.com](mailto:customercare@poonawallafincorp.com)

Attention to : Customer Service Department

A Party may change or supplement the addresses, or designate additional address, for the purpose of this clause by giving the other Party written notice of the new address in the manner as prescribed by Lender. Provided however, that a notice or communication to any Borrower(s) shall be deemed to be a notice or communication to other Borrower(s).

17.3. The Borrower shall notify the Lender in writing of any change in the Borrower's address within a week of the said change.

17.4. The Borrower shall pay all duties, levies, costs and other expenses incurred or suffered by the Lender in the course of and/or for reason of providing the Loans and/ or other sums to the Borrower including the costs, expenses (including attorney's fees) for enforcing this Agreement or for recovery of the Loan and all amounts payable under this Agreement.

17.5. In case of individuals who are joint Borrowers though only one of them may be a professional or employed, both shall be jointly and severally liable and responsible for fulfillment of all obligations hereunder and the term "Borrower" shall be construed accordingly.

17.6. The Borrower(s) expressly recognizes and accepts that the Lender shall, without prejudice to its right to perform such activities itself or through its officers or employees, be entitled and have full power and authority to appoint one or more third parties as the Lender may select and to delegate to such third party all or any of its functions, rights and powers under this Agreement relating to administration of the Loan including the right and authority to collect and receive on behalf of the Lender from the Borrower(s) any

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payments and other amounts due by the Borrower(s) under this Agreement and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, attending the residence or office of the Borrower(s) or otherwise contacting the Borrower(s) (including the authorized signatory(ies)/ representative(s), receiving cash/ cheques/ draft(s)/ mandates from the Borrower (s) (including the authorized signatory(ies)/ representative(s), of the Borrower(s)). For the purpose aforesaid, the Lender shall be entitled to disclose to any such third parties (including the authorized signatory(ies)/ representative(s) of the Borrower(s) all necessary or relevant information pertaining to the Borrower(s) and the Loan and the Borrower(s) hereby consents to such disclosure by the Lender. Notwithstanding the above, in the event of the Borrower(s) committing any act of default and/ or the occurrence of any Event of Default, the Borrower(s) expressly accepts and authorizes the Lender and/ or any such third party as the Lender may select to contact any third party(ies) (including the authorized signatory(ies), representative(s), the adult family members, secretary, accountants etc., of the Borrower(s) and disclose all necessary or relevant information pertaining to the Borrower(s) and the Loan and the Borrower(s) hereby consents to such disclosure by the Lender (and/or any such third party as Poonawalla Fincorp Limited may select). The Borrower(s) further expressly authorizes the Lender (and/or any such third party as the Lender may select) to receive payments or such other security as may be offered by such third parties (including authorized signatory(ies), representative(s), the adult family members, secretary, accountants, etc. of the Borrower(s)) towards discharge of the Loan.

#17.7. The Borrower(s) expressly recognizes and accepts that the Lender shall, without reference to or intimation to the Borrower(s), be absolutely entitled and have full power and authority, to sell and/or assign to any third party or person as the Lender may decide the Loan and all outstanding dues under this Agreement in any manner, in whole or in part and on such terms as the Lender may decide including reserving to the Lender's the power to proceed against the Borrower, on behalf of the assignee or transferee, in the event of default in payment of any amounts due by the Borrower under this Agreement. Any such sale or assignment shall bind the Borrower and the Borrower shall accept the third party as its sole creditor or creditor jointly with the Lender, as the case may be, and in such event the Borrower shall pay to the Lender or such creditor or as the Lender may direct the outstanding amounts due from the Borrower under this Agreement. If required the Borrower hereby agrees to execute necessary documents to facilitate assignment, transfer and, or sale by the Lender from time to time. The Borrower shall not be entitled to transfer or assign any of his/ her/ its rights or obligations under this Agreement to any person directly or indirectly without the prior written consent of the Lender.

17.8. The Borrower hereby undertakes to keep the Lender informed and authorizes the Lender to update any change in the Borrower's/ Borrowers' e-mail ID, Telephone number, Mobile number and Address that the Lender may be informed of or be available with the Lender and/ or any of the Lender's subsidiaries' affiliates/ associates and/ or all the companies/ entities/ subsidiaries/ affiliates thereof under the Lender group and hereby authorizes the Lender to contact the Borrower, by post, fax, telephone, e-mail, SMS/ text messaging.

17.9. The Borrower hereby expressly authorizes the Lender, its authorized representatives, agents, servants and third parties as appointed under the provisions stated hereinbefore to use the information provided by the Borrower(s) to get in touch with the Borrower (including the authorized signatory(ies)/ representative(s). Co-borrower(s) and third parties including the family members of the Borrower (s) whose information the Borrower (s) has provided to the Lender.

17.10. The Borrower(s) further acknowledges that the Lender shall also be entitled to disclose all aforesaid information/ documents etc. pursuant to the order/direction of the Court of law/ Tribunal/ Arbitrator, as and when required.

17.11. The Lender shall be entitled to exercise this right of disclosure without being required to inform and/or issue any further notice in this respect to the Borrower.

17.12. Where any indebtedness by way of any facility taken by the Borrower (other than the Loan) ("**Other Indebtedness**") becomes prematurely due and payable as a result of a default there under; or any event of default or event which, with the giving of notice, lapse of time, determination of materiality or other condition,

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may constitute such an event of default occurs under any contract or document relating to any Other Indebtedness; or any Other Indebtedness or any sum payable in respect thereof is not paid when due; or (ii) any commitment for, or underwriting of, any Other Indebtedness is cancelled or suspended as a result of an event of default (howsoever described) under the document relating to such Other Indebtedness; or (iii) any other financial institution(s) or bank(s) with whom the Borrower(s) has entered into agreements for financial assistance have refused to disburse its/their facility(ies) or any part thereof on account of a material adverse effect/ change in the business of the Borrower; or (iv) any Encumbrance over any property of the Borrower(s) under the financing documents to secure any financial indebtedness becomes enforceable; or (v) there is any breach/ default under any of the financing document; (whether financial, performance or otherwise) and such breach or non-compliance is, in the sole opinion of the Lender, likely to result into material adverse change, then the same will amount to an Event of Default under this Agreement.

17.13. **Reservation of rights:** No forbearance, indulgence or relaxation by the Lender at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of the Lender herein and any waiver or acquiescence by the Lender of any breach of any provision of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provision.

17.14. **Severability:** If any provision of this Agreement is invalid or unenforceable or prohibited under Applicable Law where that provision is to be performed, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other and the remainder of this Agreement shall be valid and binding and of like effect as though such provision was not included herein.

17.15. The Schedule annexed hereto shall be deemed to be an integral part of this Agreement, as though the provisions thereof are set out herein.

17.16. The Borrower has read and understood this Agreement, and, in the event, the Borrower is illiterate or cannot read English language, the terms and conditions of this Agreement have been read over, translated and explained to the Borrower in detail in the vernacular language of the Borrower.

17.17. **Governing law and jurisdiction:** This Agreement shall be governed by and interpreted in accordance with the laws of India.

17.18. All disputes, differences, claims and questions whatsoever between the Lender and/or its representatives and/ or its assigns and the Borrower touching and concerning these presents or anything herein contained or in any way relating to or arising from these presents (“**Dispute**”) shall be referred to a sole arbitrator to be appointed jointly by Parties (“**Arbitrator**”). The arbitration proceeding will be governed by the provision of Arbitration & Conciliation Act, 1996 or any subsequent amendments as may be made from time to time. The Arbitrator so appointed shall formulate his own procedure and shall be entitled to dispense with filing of pleadings or taking of any evidence and shall be entitled to dispose of the proceedings in a summary manner. The language of the Arbitration proceedings shall be in English. The Arbitrator shall have summary powers. The award of such Arbitrator so appointed shall be final and binding on all the parties to this Agreement. The seat of arbitration proceedings contemplated herein will be at Pune. The sole Arbitrator shall pronounce the award as expeditiously as possible after entering on the reference or within such time as he may deem expedient. The pronouncement of the award by the Arbitrator in a meeting of the parties fixed after the conclusion of the arbitration proceedings shall deemed to be the publication of the award and shall be construed as the date of receipt of the award by the Borrowers and the Lender. The costs and expenses of the arbitration proceedings shall be borne by Parties equally.

The Parties hereto agree that their consent for resolution of Disputes through arbitration shall not preclude or restrain either of them from seeking suitable injunctive relief in appropriate circumstances from the competent courts of Pune.

17.19. **Liability and Indemnity:** The Borrower hereby expressly and unequivocally agrees to and hereby does

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indemnify, save, defend and hold harmless and keep the Lender and its officers, directors, employees, agents and representatives indemnified at all times against all costs (including legal costs) liabilities, claims, losses, damages and expenses whatsoever in respect of its obligations and liabilities in connection with the Loan including payment of Outstanding Balance ("Claims") and the Borrower shall be liable to pay such amounts forthwith on demand. Without prejudice to any other right the Lender may have, the Borrower shall indemnify and keep the Lender and its officers, directors, employees, agents and representatives indemnified against any and all the Claims arising out of and due to (i) breach of any representation or warranty made by Borrower in connection with this Agreement; or (ii) any tax legislation by reason of providing the Loan to the Borrower(s); or (iii) breach of any of the provisions of the Agreement by the Borrower. Each indemnity in this clause is a separate and independent obligation and will continue to operate even after termination of this Agreement. The certificate of costs, charges and expenses, as certified by the Lender shall be conclusive evidence against the Borrower for the amount due and payable under this clause.

**17.20. Inspections, access to records etc.:** The Borrower shall, with not less than two (2) Business Days' prior notice from the Lender and upon the Lender's request, give, or cause to be given, to any representatives of the Lender access, during normal business hours, to the Borrower' business and permit the Lender to (a) examine, copy, and make extracts from, any and all records and documents in the possession or subject to the control of the Borrower relating to its operations and financial affairs, and (b) inspect any of its facilities.

**17.21. Amendment:** The Lender may amend the above terms and conditions, at any time without prior notice to the Borrower(s) and such amended terms and conditions will thereupon apply to and be binding on the Borrower(s).

**17.22. Effective Date:** The Agreement shall have become binding on the Borrower on and from the date when the Borrower executes the Agreement and unless otherwise provided for in this Agreement, shall be in force till all the Outstanding Balance due and payable to the Lender under this Agreement as well as monies due and payable under all other agreement/s documents that may be subsisting between the Borrower and the Lender are discharged in full.

**Declaration: -**

I /We hereby declare that all the clauses of above agreement were read over to me and explained to me in my vernacular language and after reading and understanding the entire provision and contents of the loan facility applicable to me/us, all the clauses and implication, and agreeing to abide by all the terms and conditions thereof I have signed the agreement intentionally and knowingly without any force or undue influences upon me.

I/We request you to disburse the Facility amount of Business Loan under the aforesaid Facility Agreement and the Sanction Letter.

Signed and delivered by/ for and on behalf of the Borrower & Co-Borrower(s) in token of and in witness of them having read (and/ or being explained), verified, understood, irrevocably agreed to, accepted, confirmed, and declared all the clauses of this Agreement, the Schedule, all contents thereof including all the terms and conditions contained therein, and having authenticated accuracy and correctness of the same:

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# Certificate of Signature Completion

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Signature Algorithm:	SHA-256 With RSA

## Signer Details

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	Ajit Gole	30 Nov 2021 04:51 PM IST (UTC+ 05:30)
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