

LOAN APPLICATION FORM-WAREHOUSE RECEIPT LOAN

Application Number: _____

Application Date: _____

I/We request for grant of loan with details as given below:

Type of Loan: Commodity Based Financing

Loan amount (in Rs): _____ **Purpose of loan:** _____

Repayment Terms/Schedule: _____ **Tenure of Loan:** _____

Security Offered: Commodity

Rate of Interest: _____ **Type of Interest:** _____

Photograph: Self Attested

APPLICANT DETAILS-INDIVIDUAL
Title: ☐ Mr. ☐ Ms. ☐ Mrs. ☐ Dr. ☐ Others

Name of the Applicant: _____

Maiden Name: _____

Father's Name: _____

Spouse Name: _____

Mother's Name: _____

Date of Birth: _____

PAN: _____

Marital Status: ☐ Married ☐ Unmarried ☐ Others

Gender: ☐ Male ☐ Female ☐ Third Gender

Nationality: ☐ Indian ☐ Others (in case of others please fill another form)

Education Level: ☐ Undergraduate ☐ Graduate ☐ Postgraduate ☐ Professional ☐ Others

Occupation Type: ☐ Farmer ☐ Trader ☐ Processor ☐ FPO ☐ Others

Source of Income: ☐ Agriculture ☐ Business Income ☐ Salary Income ☐ Any Other

Land Details: _____ under _____ (name of crop)

Gross Annual Income: _____

Category: ☐ SC ☐ ST ☐ OBC ☐ Minority ☐ General

Permanent Address: _____

Religion: _____

Pincode:
Mailing Address / Communication Address
Pincode:
Mobile Number (Mandatory):

Landline Number:

E-mail id: _____

PROOF OF IDENTITY (POI) & PROOF OF ADDRESS (POA) (For Individual)

(Certified copy of the following POI/POA needs to be submitted)

A- PAN Number or Form 60 (Mandatory): _____

B- Aadhar Card (UID) (Mandatory): _____

C- Voter ID Card/Passport/Driving License: _____ Passport/Driving License Expiry Date: _____

D- Others: _____

(Any document notified by the central government)

APPLICANT DETAILS - NON-INDIVIDUAL

Name of the Firm/Entity: _____

Constitution: (Proprietorship/Partnership Firm/HUF/LLP/Trust/Company) _____

Date of Incorporation: _____

Registered office address: _____

Principal Place of Business (if different from Registered office address): _____

Contact details: _____

PAN: _____

GST No.: _____

Industry Type: _____

Source of Income: _____

Annual Turnover: _____

Udyam Registration Number: _____

DETAILS OF PROPRIETOR/PARTNER/KARTA/DIRECTOR

Name of Proprietors/Partners /Directors	Designation	Date of Birth	PAN/Aadhar	Address	Qualifications	Contact details	% of Shareholding (if any)

DETAILS OF PERSON RESPONSIBLE FOR DAY TO DAY TRANSACTIONS

Name of Authorised Person	Designation	Contact Number	E-mail ID	Officially Valid documents	Power of Attorney/Board resolution

PROOF OF IDENTITY (POI) & PROOF OF ADDRESS (POA) (For Individual)

(Certified copy of the following POI/POA needs to be submitted)

A-Proof of Identity:

- i) Certificate of Incorporation
- ii) Memorandum of Association
- iii) Registration Certificate
- iv) Partnership/Trust Deed
- v) Others

B- Proof of Registered office Address: _____

C- Proof of Principal Office Address (if different from Registered office): _____

(Any document notified by the central government)

DETAILS OF BANK ACCOUNT

Name of Account Holder	Name of Bank with Branch	Type of Account	Account No.	IFSC Code

DETAILS OF CREDIT FACILITIES AVAILED FROM BANKS/FINANCIAL INSTITUTIONS

(Including Shivalik Small Finance Bank Ltd.)

Name of Bank/ Financial Institution	Type of Account	Amount of loan availed (in Rs.)	Loan Tenure (in months)	Repayment Plan	Present Outstanding	Security, if any	Amount of Default, if any

DECLARATION

- I/We declare that the particulars and information provided by me/us in this application form are true, correct, complete and up to date in all respects and no material information has been withheld/suppressed from Shivalik Small Finance Bank Limited ("Bank").
- I/We agree that the Bank is entitled to verify this directly or through any third party agent. I/we confirm that the attached copies of financials/Bank Statements/Title/Legal documents etc. are submitted by me/us against my loan application and certify that these are true copies. I/we further acknowledge the Bank's right to seek any information from any other source in this regard.
- I/we understand that all the abovementioned information shall form the basis of any Loan that the Bank may decide to grant to me/us at its sole discretion. I/we further agree that any Loan that may be provided to me shall be governed by the rules of the Bank that may be in force from time to time. I/we will be bound by the terms and conditions of the Loan/s that may be granted to me/us. I/we authorise the Bank to debit my loan account with the Bank for any fees, charges, interest etc. as may be applicable.
- I/we undertake to inform the Bank in writing regarding any change in my residential or business address/contact details/occupation or any such change which may affect my creditworthiness and to provide any other information that the Bank may require.
- I/we understand that the Bank reserves the right to retain the photographs and documents submitted with this application and will not return the same to me/us.
- I/we understand that the sanction of this loan is at the sole discretion of the Bank and upon my executing necessary documents, subject to verification and other formalities as required by Bank.
- I/We understand and acknowledge that Bank shall have the absolute discretion without assigning any reason (unless required by applicable law) to reject my/our application and that Bank shall not be responsible/liable in any manner whatsoever to me/us for such rejection or any delay in notifying me/us of such rejection or any costs, losses, damages or expenses, or other consequences, caused by reason of such rejection of our application.
- I/we agree and confirm that the loan proceedings shall be utilised for the purpose as mentioned in the application form and shall not be utilised towards making investment in the capital market instruments or any speculative or illegal or anti-social purposes or for purchase of gold in any form including primary gold, gold bullion, gold jewellery,

gold coins, units of gold exchange trade funds(ETF), units of gold, mutual funds, the Facility for acquisition of small savings instruments including Kisan Vikas Patra(KVC) and National Saving Scheme(NSC) etc.

9. I/we do/does not suffer from any statutory or legal infirmities and/or are incapable of entering into a binding agreement.
10. I/We confirm that I am/are major, competent to enter into contracts, and of sound mind
11. I/We confirm that no insolvency/winding up/dissolution proceedings or any criminal proceedings have been initiated and/or are pending against me/us and that I/we have never been adjudicated insolvent by any court or other authority or a receiver, administrator, trustee or similar officer has been appointed for my assets.
12. I/We shall deposit the Commodities with the respective warehouse/ godown as designated/ approved by Bank and shall create a pledge over the Commodities in favour of Bank to secure the said Loan.
13. I/ We hereby declare that the Commodities / Warehouse Receipts backed by the Commodities pledged/ to be pledged are not pledged with any other Bank/Financial Institution.
14. I/we are neither politically exposed person/not related to politically exposed persons (as defined and amended by Reserve bank of India from time to time).
15. I/we understand that the tenure/repayment/interest/other terms and conditions of the loan are subject to changes as a consequence to any delay in concluding the loan, any changes in the money market conditions or on account of any other statutory or regulatory requirements or at the discretion of Bank. Bank reserves that right to review and amend the terms of the loan in such extent as it may deem fit.
16. I/we understand that the credit decision is based on a credit model which includes factors like credit history, repayment track record, banking habits, business stability & cash flow analysis which is assessed through a combination of personal discussion and documentation.
17. I/we also confirm that no commitments have been made to me by the Bank or any of its representatives regarding the loan quantum / sanction process(or) promised any deviation / waivers. Further I/we have not given/ made any payment in cash, bearer cheque or kind along with or in connection with this loan application to any representative of Bank(or) to any other third party.
18. I/we understand that as a precondition, relating to grant of loan to me, Bank requires consent for the disclosure by the Bank, of information and data relating to me, of the Loan availed of/to be availed of by me/us, obligations assumed/to be assumed by me, in relation thereto and default, if any, committed by me in discharge thereof. Accordingly, I/we hereby agree and give consent for the disclosure by the Bank of all or any such; (i) information and data relating to me; (ii) the information or data relating to any Loan availed of/to be availed of by me and (iii) default, if any, committed by me in discharge of my such obligation, as the Bank may deem appropriate and necessary, to Credit Information Bureau (India) Limited (CIBIL) and any other agency authorised in this behalf by Reserve Bank of India / Government of India and CIBIL and any such agency may use, process the said information and data disclosed by the Bank; and CIBIL and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors, as may be specified by the Reserve Bank in this behalf.
19. I/we agree to receive SMS alerts/Phone calls related to my application status, account activity, service calls (including collections, advisories and educational/informative messages), regulatory updates as well as product use messages/calls that the Bank will send/make, from time to time, on my mobile/phone number (s) as mentioned in this application form.
20. I/we hereby submit voluntarily at my own discretion for KYC purposes, the biometric based e-KYC authentication or offline verification modes defined by UIDAI (Aadhaar) to Bank for the purpose of establishing identity/address proofs.
21. I/we further authorize Bank to use my/our Aadhaar Number and/or biometric/demographic information to verify my details from UIDAI. I/we understand that Bank will be calling for data from UIDAI and the same will be stored with Bank for providing me the product/services opted by me/us.
22. I/we hereby consent to receive information from CKYC registry through SMS/e-mail on the registered mobile number/ email address as provided by me/us in the Application Form to Bank. I/we give my consent to download my KYC Records from the Central KYC Registry (CKYCR), only for the purpose of verification of my identity and address from the database of CKYCR Registry. I/we understand that my KYC Record includes my KYC Records /Personal information such as my name, address, date of birth, PAN number etc.
23. I/we authorize the Bank to share, disclose, exchange, or use in any manner whatsoever, without any further specific consent or authorization from me/us, the information/data provided by/related to me/us to the Group Companies/Associates/Subsidiaries/Affiliates/Joint Ventures of Bank/ any person with whom the Bank has entered/propose to enter into an arrangement for provision of 'services/products' for the purpose of marketing/offering/selling any product/services offered by Bank.
24. I/we authorize the Bank to use my personal details in the application form from time to time to send me/us marketing information contact me/us to inform about products, services or promotional offers that are offered by Bank, on its own and in collaboration or through tie-ups with partners/ third parties. By giving your preference below you either allow or disallow Bank to contact you through SMS, phone calls and Emails :
☐ Yes, Bank can contact me ☐ No, Bank may not contact me.
25. I /we are not directors/Senior Official of the Lender Bank or any other bank and I am not a #near relative of any of the directors/Senior official of the Lender Bank.
☐ YES ☐ NO
 #Near Relative means: Spouse, Father, Mother (including step-mother), Son (including step-son), Son's Wife, Daughter (including step-daughter), Daughter's Husband, Brother (including stepbrother), Brother's wife, Sister (including step-sister), Sister's husband, Brother (including step-brother) of the spouse, Sister (including step-sister) of the spouse.
26. I/we have read, understood and accepted the terms and conditions relating to various services as stipulated at www.shivalikbank.com ("Website").
27. I/we understand that this loan is sanctioned in compliance with the "FairPracticecode" of the Bank which is available on Bank's and link to visit the same is <https://shivalik-bank.com/regulatory-section/policies/fair-lending-practice-code-policy>
28. I/we understand that in case of any query, I/we can contact the customer care executive at toll free number 1800-202-5333 or send an email to customercare@shivalik-bank.com or visit nearest branch.
29. I/we understand that the clauses herein shall not be deemed to constitute, an express or implied agreement between me/us and the Bank.
30. I/we agree that the Bank may, in its sole discretion, engage services for extension of banking and financial services so as to ensure greater financial inclusion and increasing the outreach of the banking sector.
31. I/we hereby affix my signature as confirmation of the above.

32. I/we hereby understand that the signature captured can be used to authorise/verify all future transactions. I/we agree that the above/below signature can be used as the specimen signature also.
33. Registration with the Ministry of MSME, Govt. of India, can help micro-enterprises in improved access to bank credit and other government services. Government has approved a special process through which banks can help their micro-enterprise customers to obtain Udyam Registration Number by sharing their basic information (including Aadhaar) with Udyam Assist Platform (www.udyamassist.gov.in).
34. I provide consent to **Shivalik Small Finance Bank** for sharing my required information for getting Udyam Registration

SIGNED AND DELIVERED by the within named Applicant

Name of the Applicant _____

Signature and stamp of the Applicant/Authorised signatory of the Applicant

Date: _____

Place: _____

VERNACULAR DECLARATION

The details of the terms and conditions of the Loan inclusive of all charges and all other documents including Schedules/Annexures have been read by me/us /read out to me/us in full (in vernacular) and understood by me/us.

SIGNED AND DELIVERED by the within named Applicant

Name of the Applicant _____

Signature and stamp of the Applicant/Authorised signatory of the Applicant

Date: _____

Place: _____

FATCA- CRS DECLARATIONS

Please tick the applicable tax resident declaration (Any one)*

I am a tax resident of India and not resident of any other country OR I am a tax resident of the country/ies mentioned in the table below:

Please indicate the country/ies in which the individual is a resident for tax purposes and the associated Tax ID Number below:

City of Birth*

Country of Birth*

Address Type for Tax Purpose- Residential Business Registered Office

To also include USA, where the individual is a citizen/ green card holder of USA % In case Tax Identification Number is not available, kindly provide functional equivalent FATCA- CRS Certification: I have understood the information requirements of this form (read along with the FATCA/CRS Instructions and Terms & Conditions) and hereby confirm that the information provided by me/us on this form is true, correct, and complete and hereby accept the same.

FATCA – CRS Terms and Conditions

The central Board of Direct Taxes has notified on 7th August 2015 Rules 114F to 114H, as part of the income-tax Rules, 1962, which Rules requires Indian financial institutions such as the Bank to seek additional personal, tax and beneficial owner information and certain certifications and documentation from all our account holders. In relevant cases, information will have to be report to tax authorities / appointed agencies/ withholding agents for the purposes of ensuring appropriate withholding from the account or any proceeds in relation thereto. Should there be any change in any information provided by you, please insure you advise us promptly, i.e. Within 30 days. If you have any questions about your tax residency, please contact your tax advisor.

Date:

Place:

Signature:

Ref No -

Date

SANCTION LETTER

To,

Address:

Dear

Sub: Sanction of Loan -

We are pleased to inform you that your application dated __/__/2025 has been approved. The terms and conditions of the sanctioned loan are as follows:

DETAILS OF SANCTION:

S.No.	Type of loan	Loan Amount (in Rs.)	Interest Rate {specify fixed or floating}	Loan Expiry Date	Loan Tenure (in months)
1	Warehouse Receipt Finance				

Repayment Terms for bullet loans	Principal Outstanding plus applicable interest to be made at the end of loan tenure.
Repayment Terms for Monthly Interest	Interest to be served on a monthly basis & Principal to be paid at end of the loan tenure

Applicable repayment terms should be ticked

Primary Borrower Details

S.No.	Primary Borrower Name {for both Individual & non-Individual}	Father's Name (if applicable)	Borrower Type
1.			

Commodity Details

Commodity Name	Margin (in %)	Maximum Storage Period (in months)

Primary Security: Pledged commodity

Purpose: Regular working capital requirements and the funds shall not be used for the creation of any kind of fixed assets or any other purposes.

CHARGES:

Processing Fee:% of the disbursed amount (Exclusive of GST), for each disbursement.

Overdue Charges in case of delayed payment: 12% p.a. of the Overdue amount (Exclusive of GST).

Collateral Management and Warehouse Charges: As agreed and contracted with _____

OTHER CONDITIONS

Disbursement:

Each loan Disbursement shall be only on depositing of the commodities at Collateral recognized/Managed storage structures and creation of pledge in favor of the Shivalik Small Finance Bank Ltd. ("Shivalik Bank") Disbursement will be allowed only after receipt of Quality Check from Collateral management Agency (CMA)/ empaneled Collateral Management Agency.

Valuation of the Commodity:

The value of the commodity as security shall be lower of:

- Value of the commodities as reflected in the WR (Warehouse Receipt)/SR (Storage Receipt).
- Value of commodities based on the price cap as decided by Shivalik Bank from time to time.

Validity of the Loan:

The validity of the Loan would be the expiry date as mentioned in the WR or end of the loan expiry date, whichever is earlier.

Documentation:

The loan will be released only after execution of the following documents by the Borrower.

- Original WRs/SRs lien noted in favor of Shivalik Small Finance Bank Ltd.
- Pledge Agreement
- Loan Agreement
- Demand Promissory Note
- Disbursal Request Letter
- Board Resolution/Authorization Letter (wherever applicable)
- Personal Guarantee
- Any other document specified during the time of sanction/disbursement.

The validity of sanction letter is upto thirty (30) days from the date of sanction. This sanction letter shall stand revoked and/or cancelled and shall be absolutely null and void if:

- There are any material changes in the proposal for which the Loan is sanctioned.
- Any statement made in the loan application or documents submitted by Borrower are found to be incorrect or untrue.

The sanction of this loan is subject to your compliance with the terms mentioned above. Please note that the loan disbursement will be made only after the completion of all necessary formalities, including the execution of loan agreements and submission and verification of required documents.

We thank you for choosing Shivalik Bank for your financial requirements and look forward to serving you further. Kindly confirm your acceptance of the aforesaid terms and conditions by signing on all pages of this sanction letter and returning the same to us.

Approving Authority
Shivalik Small Finance Bank Ltd.

Agreed & Accepted by
Signature (Borrower)

S.No.	Specific Terms and Conditions
1	Release of the commodities will be only undertaken by the Borrower himself/herself or by its authorized signatory with valid ID Proof
2	The WR/SR wise total outstanding (including interest) as a percentage of market value of pledged commodities should not be greater than 75%. In case it exceeds 75%, additional commodity or shortfall needs to be deposited within ten (10) days. In case, value of the commodities pledged touches 95%, due to price volatility/quality deterioration, Shivalik Bank may initiate disposal of commodities on the same day directly or through an Shivalik Bank empaneled agent.
3	Insurance of the commodity should be for the full value of the commodities pledged and should be active till the final release of commodities and remove lien of Shivalik Small Finance Bank Ltd.
4	The maximum funding price of the commodities will be within the price cap decided by Shivalik Bank from time to time.
5	WRs/SRs should be valid (not expired) during the currency of the Loan Tenure
6	QC, Fumigation, Collateral Management and Other Charges if any, are to be borne by the Borrower.
7	In case of Government owned/operated warehouses (CWC/SWC/WDRA Accredited), the value and quality of the commodities may be re-verified by an empaneled agency appointed by Shivalik Bank.
8	Inspection of the pledged commodities will be conducted by Shivalik Bank empaneled agencies or bank internal audit team from time and time
9	Pre-stacked commodities will not be funded. The same can be done only after following the terms and conditions specified by Shivalik Bank for pre-stacked commodities.
10	The Lender- Shivalik Small Finance Bank Ltd. is hereby responsible to the Borrower for acts of omission and commission of its Business Correspondents.

S.No.	General Terms and Conditions
1	Shivalik Bank reserves an unconditional right to cancel the undrawn/unused/un-availed portion of the Loan sanctioned at any time during the currency of the loan, without any notice to the Borrower, for any reason whatsoever.
2	Any excess drawing or irregularity on account of non-payment of interest/charges/instalment will attract Overdue Charges of applicable rate as mentioned in the sanction letter. In the event of default or delay in repayment of the due amount of the loan (Principal or Interest or Both). The Borrower shall be liable to pay overdue charges at 12 % P.A. The overdue charges shall be applicable on the overdue amount for the number of days the due amount remains overdue, in accordance with the regulatory guidelines as applicable from time to time.
3	The detailed schedule of applicable charges is enclosed. The service charges may be revised from time to time & the revised charges shall be applicable to the Borrower. The borrower is deemed to acknowledge the above by accepting this sanction letter.
4	All legal documentation charges, inspection charges, valuation charges and other incidental expenses shall be borne by the Borrower at actuals unless specified otherwise.
5	Bank will have the right to examine at all times, the commodities pledged to it through empaneled agencies/personnel.
6	Shivalik Bank reserves the right to discontinue the loan and to withhold/stop any disbursement without giving any notice in case of non-compliance/breach of any terms and conditions stipulated herein and from time to time as also in the relevant documents or any information/particulars furnished to Shivalik Bank is found to be incorrect or in case of any development or situations due to which in the opinion of CMA, its interest will be / is likely to be prejudicially affected by such continuation or disbursement.
7	Shivalik Bank will have the right to alter/amend any/all the terms and conditions of this sanction letter with or without any reference to the Borrower.
8	The Borrower acknowledges and agrees to the Key Fact Statement (KFS) annexed hereto. The Borrower further agrees that any subsequent KFS, executed separately for each loan disbursement, shall collectively constitute a binding and integral part of the overall KFS. All such KFS documents shall be read together as a single, composite document forming an integral part of this Agreement and shall be binding on the Borrower

Key fact Statement

Date:

Shivalik Small Finance Bank Limited
2nd Floor, Add India Tower,
Plot no A- 6A, Sector 125,
Noida – 201303

KEY Fact Statement					
SI No	Particular		Details		
1	LOAN PROPOSAL/ ACCOUNT No./ CIF				
2	Type of Loan		Demand Loan		
3	Disbursal Schedule1 Disbursement in stages or 100% upfront		100% Upfront (Based on WHR receipt being submitted)		
4	Sanctioned Loan Amount (in Rupees				
5	Net Disbursed Amount		(Based on WHR receipt being submitted)		
6	Loan Tenure (In Months)		Sanction Limit is valid for 36 Months		
7	Annual Percentage Rate (APR) (%)		As mentioned in Subsequent Disbursal Request Form		
8	Instalment details ²				
Type of Instalment	Number of EPIs	EPI (₹)	Commencement of Repayment, post sanction (EMI Start date)		
NA	NA	NA	NA		
*EPI to be calculated basis the actual number of days in a month					
9	Interest Rate (%) & Type (fixed or floating or hybrid)		Fixed _____% P.A.		
10	Additional Information in case of Floating rate of interest				
Reference Benchmark	Benchmark rate (%) (B)	Spread (%) (S)	Final rate (%) R= (B) + (S)	Reset periodicity (Months)	Impact of change in the reference benchmark for 25 bps change in 'R', change in.)
NA	NA	NA	NA	NA	NA
11	Fees / Charges				
		Payable to RE(A)		Payable to third party through RE(B)	
		One Time/Recurring	Amount (in Rs.) or Percentage (%) as applicable	One- time/Recurring	Amount (in Rs.) or Percentage (%) as applicable

I)	Processing fees	Recurring		NA	NA
II)	Documentation Charges	One Time	NA	NA	NA
III)	Insurance Charges	One Time	NA	One Time	NA
12	Details of Contingent charges (in Rs.or %, as applicable)				

¹Based on the Warehouse Receipt being submitted by the Borrower

²Based on the Warehouse Receipt being submitted by the Borrower

I)	Overdue charges, if any, in case of delayed payment	12% P.A on the overdue amount
II)	Stamp duty charges	On Actuals
III)	Foreclosure charges, if applicable	NA
IV)	Publication Charges	On Actuals
V)	Auction / Liquidation Charges	On Actuals
VI)	Charges for switching of loans from floating to fixed rate and vice versa	NA
VII)	Legal Notice Charges	On Actuals
VIII)	Any other charge (Bounce Charges)	Nil
Part 2 (Other qualitative information)		
1	Clause of Loan agreement relating to engagement of recovery agents	For engagement of recovery agents please refer Clause "18" "Engagement of Recovery Agent" of Loan Agreement.
2	Clause of Loan agreement which details grievance redressal mechanism	For grievance redressal mechanism please refer Clause "17" "Grievance Redressal" of General Terms & Conditions" of Loan Agreement.
3	Phone number and email id of the nodal grievance redressal officer	For grievance redressal mechanism please refer Clause "17" "Grievance Redressal" of General Terms & Conditions" of Loan Agreement.
4	Whether the loan is, or in future maybe, subject to transfer to other REs or securitisation (Yes/ No)	NO
5	In case of lending under collaborative lending arrangements (e.g., co-lending/ outsourcing), following additional details may be furnished:	
Name of the originating RE, along with its funding proportion		Name of the partner RE along with its proportion of funding
NA		NA
		Blended rate of interest
		NA
6	In case of digital loans, following specific disclosures may be furnished	
i) Cooling off/look-up period, in terms of RE's board approved policy, during which borrower shall not be charged any penalty on prepayment of loan		NA
ii) Details of LSP acting as recovery agent and authorized to approach the borrower		NA

¹For every Demand Loan opened SR wise PF will be deducted

Computation of APR

Sl No	Parameter	Details
1.	Disbursed Loan amount (in Rupees)	
2.	Loan Term (in years/ months/ days)	Sanction Limit is valid for 36 Months
a)	No. of instalments for payment of principal, in case of non-equated periodic loan	
b)	Type of EPI Amount of each EPI (in Rupees) and nos. of EPIs (e.g., no. of EMIs in case of monthly instalments)	
c)	No. of instalments for payment of capitalised interest, if any	As mentioned in subsequent disbursement request form
d)	Commencement of repayments, post sanction	
3	Interest rate type (fixed or floating or hybrid)	
4.	Rate of Interest	
5.	Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date (in Rupees). This will vary depending upon the number of days in a month	As mentioned in subsequent disbursement request form
6.	Fee/ Charges payable (in Rupees)	As mentioned in subsequent disbursement request form
A.	Payable to the RE	As mentioned in subsequent disbursement request form
B.	Payable to third-party routed through RE	
7.	Net disbursed amount	As mentioned in subsequent disbursement request form
8.	Total amount to be paid by the borrower	As mentioned in subsequent disbursement request form
9.	Annual Percentage rate- Effective annualized interest rate (in percentage)	As mentioned in subsequent disbursement request form
10.	Schedule of disbursement as per terms and conditions	100% Upfront
11.	Due date of payment of instalment and interest	As mentioned in subsequent disbursement request form

¹For Bullet Loans, Interest will be charged at the end of tenure

¹For monthly interest product. The interest may vary, as this is based on number of days in a month

Disbursal Request Letter - (Subsequent Disbursements)

Date:

Shivalik Small Finance Bank Limited
2nd Floor, Add India Tower,
Plot no A- 6A, Sector 125,
Noida – 201303

Dear Sir:

Subject: Request for Disbursal of Loan amount against additional commodities

I/We _____ residing/having registered office/place of business at _____ writing to formally request the disbursal of an additional amount of Rs. _____ out of the total loan sanctioned (as details set out in Annexure B-Key Fact Statement) vide Loan agreement dated _____ and pledge agreement dated _____ under _____ [Loan Account Number or Loan ID] on _____ [Loan Approval Date]. The loan was approved for _____ [Purpose of Loan] for the amount of _____ [Sanctioned Amount].

I/We have offered additional commodities of value, nature, quality and quantity as may be acceptable to you as security for the Sanctioned Loan in the form and manner satisfactory to you. I/We acknowledge and confirm depositing with you the commodities (the "Assets") as detailed in the Annexure - A (Disbursement request sheet) hereto and these have been deposited/kept/stored in the warehouse/godown _____ ("the Warehouse Keeper") and the Warehouse Keeper has noted your security interest/pledge on the Assets.

I/We acknowledge and declare that the aforesaid required disbursements of the Loan does not exceed the amount or equal to the value of the Asset(s) as reduced by the applicable security margin and the total amount of the disbursements (including the aforesaid disbursement)/ does not exceed the amount of sanctioned loan specified above.

I/We have completed all necessary formalities, and the required documents, including [list any specific documents submitted], have been duly submitted as per your guidelines. I/We kindly request you to proceed with the disbursal process at the earliest _____ [Account details].

Please confirm once the disbursal process has been initiated or if any additional information or documentation is required. You may reach me at [Phone Number] or [Email Address].

Thank you for your prompt assistance.

Yours sincerely,

[Name of the Borrower-for both Individual and non-Individual]

Annexure – A Disbursement Request Sheet

WR/SR No.	Date of WR	Commodity	Variety	Grade	No of Bags	Net wt in MT	Market Rate as per W (in Rs/MT)	Current Market Rate (Rs/MT)	Total Market Value (Net Wt x Lower Market)

Annexure – B

KEY Fact Statement					
SI No	Particular		Details		
1	LOAN PROPOSAL/ ACCOUNT No./ CIF				
2	Type of Loan		Demand Loan		
3	Disbursal Schedule1 Disbursement in stages or 100% upfront		100% Upfront (Based on WHR receipt being submitted)		
4	Sanctioned Loan Amount (in Rupees				
5	Net Disbursed Amount		(Based on WHR receipt being submitted)		
6	Loan Tenure (In Months)		Sanction Limit is valid for 36 Months		
7	Annual Percentage Rate (APR) (%)				
8	Instalment details ²				
Type of Instalment	Number of EPIs	EPI (₹)	Commencement of Repayment, post sanction (EMI Start date)		
*EPI to be calculated basis the actual number of days in a month					
9	Interest Rate (%) & Type (fixed or floating or hybrid)		Fixed _____ % P.A.		
10	Additional Information in case of Floating rate of interest				
Reference Benchmark	Benchmark rate (%) (B)	Spread (%) (S)	Final rate (%) R= (B) + (S)	Reset periodicity (Months)	Impact of change in the reference benchmark for 25 bps change in 'R', change in.)
NA	NA	NA	NA	NA	NA
11	Fees / Charges				
		Payable to RE(A)		Payable to third party through RE(B)	
		One Time/Recurring	Amount (in Rs.) or Percentage (%) as applicable	One- time/Recurring	Amount (in Rs.) or Percentage (%) as applicable

I)	Processing fees	Recurring		NA	NA
II)	Documentation Charges	One Time	NA	NA	NA
		One Time	NA	One Time	NA
12	Details of Contingent charges (in Rs.or %, as applicable)				

¹Based on the Warehouse Receipt being submitted by the Borrower

²Based on the Warehouse Receipt being submitted by the Borrower

I)	Overdue charges, if any, in case of delayed payment	12% P.A on the overdue amount
II)	Stamp duty charges	On Actuals
III)	Foreclosure charges, if applicable	NA
IV)	Publication Charges	On Actuals
V)	Auction / Liquidation Charges	On Actuals
VI)	Charges for switching of loans from floating to fixed rate and vice versa	NA
VII)	Legal Notice Charges	On Actuals
VIII)	Any other charge (Bounce Charges)	Nil
Part 2 (Other qualitative information)		
1	Clause of Loan agreement relating to engagement of recovery agents	For engagement of recovery agents please refer Clause "18" "Engagement of Recovery Agent" of Loan Agreement.
2	Clause of Loan agreement which details grievance redressal mechanism	For grievance redressal mechanism please refer Clause "17" "Grievance Redressal" of General Terms & Conditions" of Loan Agreement.
3	Phone number and email id of the nodal grievance redressal officer	For grievance redressal mechanism please refer Clause "17" "Grievance Redressal" of General Terms & Conditions" of Loan Agreement.
4	Whether the loan is, or in future maybe, subject to transfer to other REs or securitisation (Yes/ No)	NO
5	In case of lending under collaborative lending arrangements (e.g., co-lending/ outsourcing), following additional details may be furnished:	
	Name of the originating RE, along with its funding proportion	Name of the partner RE along with its proportion of funding
	NA	NA
	Blended rate of interest	
	NA	
6	In case of digital loans, following specific disclosures may be furnished	
	i) Cooling off/look-up period, in terms of RE's board approved policy, during which borrower shall not be charged any penalty on prepayment of loan	NA
	ii) Details of LSP acting as recovery agent and authorized to approach the borrower	NA

Computation of APR

Sl No	Parameter	Details
1.	Disbursed Loan amount (in Rupees)	
2.	Loan Term (in years/ months/ days)	
a)	No. of instalments for payment of principal, in case of non-equated periodic loan	
b)	Type of EPI Amount of each EPI (in Rupees) and nos. of EPIs (e.g., no. of EMIs in case of monthly instalments)	
c)	No. of instalments for payment of capitalised interest, if any	
d)	Commencement of repayments, post sanction	
3	Interest rate type (fixed or floating or hybrid)	
4.	Rate of Interest	
5.	Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date (in Rupees). This will vary depending upon the number of days in a month	
6.	Fee/ Charges payable (in Rupees)	
A.	Payable to the RE	
B.	Payable to third-party routed through RE	
7.	Net disbursed amount	
8.	Total amount to be paid by the borrower	
9.	Annual Percentage rate- Effective annualized interest rate (in percentage)	
10.	Schedule of disbursement as per terms and conditions	100% Upfront
11.	Due date of payment of instalment and interest	

¹For Bullet Loans, Interest will be charged at the end of tenure

LOAN AGREEMENT

This Agreement executed at the place and date as specified in Annexure I hereto by the person(s) described in the said Annexure I (hereinafter referred jointly and severally referred to as the "Borrower(s)", which expression shall unless repugnant to the context or subject otherwise requires include his/her/their respective heir(s), executor(s) and successors and assigns and all persons claiming title there under) IN FAVOUR OF **SHIVALIK SMALL FINANCE BANK LIMITED**, a Scheduled Commercial Bank, registered under the Companies Act, 2013 (CIN: U65900DL2020PLC366027) and licensed to carry on banking activities as regulated by the Reserve Bank of India with its Registered office at 501 Salcon Aarum Jasola District Centre, New Delhi 110025 and Corporate/Head Office at 2nd Floor, Add India Tower, Plot no. , 6A Sector 125, Noida, U.P. 201303 as specified in Annexure I hereto (hereinafter referred to as "Bank" which term unless repugnant, shall mean and include its successor and permitted assigns)

WHEREAS:

- a. This loan is facilitated through the _____ (hereinafter referred to as "Business Correspondent") and the Bank is hereby responsible to the borrower for acts of omission and commission of the Business Correspondent.
- b. This loan Agreement (hereinafter referred to as "Agreement") is effective as of the _____ (Date) and shall be valid for a period of three (3) years and remain in force till such time that all amounts payable under this Loan Agreement is repaid in full by the borrower to the Bank.
- c. The Borrower(s) is/are engaged in agricultural operations and is/are in possession of harvested agricultural crops (hereinafter referred to as "Commodities") for his/her/their/its own benefit and has requested the BANK to grant working capital/ financial assistance for the purpose(s) as specified in Annexure I hereto.
- d. The BANK at the request of the Borrower(s) has agreed to grant the Loan as described in Annexure I hereto with Complete Authority to the BANK from time to time to renew, reduce or enhance the sanctioned loan amount or altogether withdraw the sanctioned Loan on the terms and conditions appearing herein (hereinafter collectively and individually referred to as "Sanctioned Loan/Loan").

NOW THIS AGREEMENT WITNESSTH AS UNDER:

1. **Definitions**
 - a. **"Applicable Law"** means any statute, national, state, provincial, local, municipal, foreign, international, multinational or other law, treaty, code, regulation, ordinance, rule, judgment, order, decree, bye-law, approval of any governmental authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any governmental authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or at any time thereafter.
 - b. **"Balance Due to the Bank"** means and includes the principal amount of the Sanctioned Loan from time to time advanced to the Borrower, interest, overdue charges thereon as set out herein and all costs, charges, commissions and expenses, including incremental taxes, interest tax and any other related and consequential charges and taxes, insurance premium which the Bank may have paid or incurred, including in connection with the commodities and also the incidental or other charges debited by the Bank to the account of the Borrower in accordance with the rules, or usage of the Bank.
 - c. **"Borrower"** means an individual, Proprietor, Firm or Company as described in the Annexure I and, wherever the context so requires, includes a Co-Borrower named as specified in the Annexure I and hereinafter collectively referred to as the "Borrower".
 - d. **"Commodities"** means the harvested agricultural crops /agricultural processed commodities/ agricultural inputs viz. fertilizers, seeds, pesticides etc., and other non-hazardous non-agricultural commodities (viz. Base Metal) which shall be pledged by the Borrower with the Bank.
 - e. **"Sanctioned Loan"** means the financial assistance granted by the Bank to the Borrower and more particularly described in Annexure I.
 - f. **"Interest"** shall mean the amounts chargeable on the Sanctioned Loan at the rate agreed between the Parties and specifically mentioned in the Annexure I hereunder written being such amount(s) payable by the Borrower against the use of the principal amount of the Sanctioned Loan disbursed.
 - g. **"Obligors"** shall mean collectively the Borrower, the Guarantor(s) and the Security Providers.
 - h. **"RBI"** means Reserve Bank of India.
 - i. **"Purpose"** means the purpose for which the Loan shall be utilized by the Borrowers as more particularly specified in Annexure I.
 - j. **"Security"** shall mean any Security Interest as may be created or agreed to be created by the Obligors in favour of the Bank, with the intention to secure the repayment of the Borrower's Dues and all the obligations of the Borrower under this Agreement.
2. **General Interpretation**

In this Agreement, unless the context otherwise requires:

 - a) singular includes plural and vice versa.
 - b) the headings are inserted for the sake of convenience only and shall not affect the interpretation of the provisions hereof.
 - c) Reference to this Agreement shall include its Annexure I,
3. **Terms of the Sanctioned Loan**
 1. The BANK will open an account in the name of the Borrower(s) to record the details of Sanctioned Loan, subject to renewal, enhancement or reduction in the Sanctioned loan amount at Bank's discretion. This Account (hereinafter referred to as the "said Account" include the account opened at the execution of this agreement and any new account, that may be opened at the discretion of BANK in relation to the said Sanction Loan, by way of renewal/ enhancement/ reduction, The BANK will maintain the loan account(s) in the name(s) of the Borrower(s) as specified in Annexure I for recording the details of the loan(s) as they stand at any given point of time.
 2. The advance made available under the Sanctioned Loan is repayable on demand and terms and conditions of these advance granted, at the discretion of the Bank are subjected to change from time to time without any prior notice. The Bank reserves the right to withdraw/modify or amend the terms and conditions of sanctioned Loan and Bank would not bound to disburse full amount of sanctioned loan in the event of any failure on the part of the Borrower in satisfying any of the stipulated terms and conditions of this Agreement.
 3. The Borrower(s) shall each be entitled to make withdrawal(s) under the Sanctioned Loan up to a maximum amount equivalent to the value of the Commodities pledged by the Borrower(s) to the BANK, after deducting the specified margin or the maximum amount of the Sanctioned Loan as specified in Annexure I hereto, whichever is lower. Such value shall be based on the amount of Commodities supplied by the Borrower, as evidenced in the Warehouse receipt slips and/or other documents evidencing the pledge of Commodities to the BANK and the market price offered for the said Commodities.
 4. The Borrower acknowledges and agrees:
 - a. That the sanctioned Loan shall be disbursed through separate Loan Account(s) and Bank may at its sole discretion decide number and amount of each Loan Account (s) to be opened against the total sanctioned Loan.
 - b. The disbursement of the Sanctioned Loan shall be made upon the submission of the required Warehouse receipts and other documents, as specified or communicated by the Bank. The disbursement is contingent upon the Bank's verification and validation of the submitted documents to its sole satisfaction, and the Bank reserves the right to request additional information or documentation as deemed necessary.
 - c. In the event, the Borrower fails to submit any required documents, or if the submitted documents or information are deemed unsatisfactory, the Bank reserves the right to withhold, delay, or cancel the disbursement of the Loan without any liability.
 5. The Borrower(s) shall pay interest on each loan amount at the rate(s) as specified in Annexure I hereto, calculated on the daily debit balance in the said Account with annual rates as specified in Annexure I hereto and as per guidelines of RBI issued from time to time. Such interest shall be paid along with the repayment of the said loan as specified in Annexure I.
 6. The BANK shall be entitled to debit the Account with all other applicable charges, including insurance premium, if paid by the BANK.
 7. In the event of a default or delay in repayment of the due amount of the loan (Principal or Interest or Both) the Borrower shall be liable to pay overdue charges at 12% P.A. on the overdue amount for the number of days the amount was overdue, in accordance with the regulatory guidelines as applicable from time to time.

8. The Borrower(s) shall pay 'the Balance Due to the BANK' on demand from the BANK. Without prejudice to the right of the BANK to demand the Balance Due to the BANK at any time, the Borrower(s) hereby agree to repay all amount(s) drawn and/or outstanding under the said Account respect to the said Sanctioned Loan on the date(s) as stipulated together with interest, penal charges and other amounts payable under this Agreement.
 9. The BANK may, at its sole discretion, and at the request of the Borrower(s), enhance, extend or renew the Sanctioned Loan available to the Borrower(s) hereunder. Any such enhancement, extension or renewal of the Sanctioned Loan shall be governed by the terms hereof and such other terms and conditions as the BANK may stipulate from time to time.
 10. The agreement and the securities herein and all documents executed pursuant thereto shall be valid for a period of three years from the date of execution and shall be deemed to cover any extension/ renewal/ enhancement of the Sanctioned Loan as set forth herein. The Sanctioned Loan may be renewed/enhanced at the discretion of the BANK. Any change in the terms and conditions pursuant to such renewal/enhancement shall be intimated by giving seven (7) days advance notice to the Borrower(s) in writing by the BANK/its agents/representatives. The Borrower(s) shall intimate acceptance of the renewed Sanction loan and the changed terms and conditions in writing to the BANK/its agents/representatives within 15 days of receipt of such notice. In case of non-acceptance of the renewal by the Borrower(s) or, acceptance is not intimated as aforesaid, such renewal/ enhancement shall be deemed to be cancelled.
 11. The BANK shall have a paramount charge, lien and right to set off on all monies, securities, deposits and other assets and properties belonging to the Borrower(s) with the BANK. Without prejudice to any other rights available to the BANK, the BANK shall be entitled to set off, adjust or otherwise appropriate any of the aforesaid monies, securities, deposits or any other assets and properties towards payment or liquidation of any other monies which are due or may become due from the Borrower(s).
 12. The Sanctioned Loan amount shall not exceed an amount equal to the value of the Commodities provided as security as reduced by the applicable security margin as specified for such Commodities as specified in the Application Form or Warehouse Receipts, If at any time the value of the Commodities secured in favour of the BANK fall short and leads to deficiency in the security margin requirement or the Balance due to the BANK erodes the security margin, the Borrower/s shall immediately on intimation from BANK, furnish to/create in favour of the BANK additional security as acceptable to the BANK within 15 days of receipt of a notice in this regard, failing which the BANK may in its discretion sell, dispose of or realize any or all the security created in favour of the BANK without being liable for any loss or damage in the value realized thereby and also without prejudice to the BANK's right to proceed against the Borrower for any balance/ additional amounts that may be outstanding in respect of the Sanctioned Loan.
 13. The Commodities shall be a continuing security for all amounts due by the Borrower(s) to the BANK till all amounts payable by the Borrower(s) in respect of the Loan(s) Sanctioned Loan are fully repaid to the satisfaction of the BANK. The Commodities shall be a security in addition to any other security or lien or charge held by the BANK or to which the BANK is entitled.
 14. The Borrower(s) agree to deposit the warehouse receipt slip(s) in respect of the Commodities, and all the other pledge document(s) in respect of the Commodities and/or evidencing the pledge of the Commodities with the BANK /its agents/representatives who shall hold the said documents for and on behalf of the BANK.
 15. The Borrower shall not, without any permission in writing of the BANK, sell, create /permit any charge/lien/third party interest to be created, or otherwise part with the possession/ownership of the Commodities. Where such permission has been granted to the borrower by the Bank to sell/dispose of the agricultural produce, the value realised of such produce sold shall be paid forthwith to the BANK towards repayment of the Sanctioned Loan.
 16. It shall be the duty of the Borrower to safeguard and diligently manage the Commodities and shall do everything that is necessary to preserve, protect and maintain the quality of the Commodities. If stored in places other than the Borrower's own premises, Borrower shall arrange to ensure proper maintenance of the produce to protect such value of the produce. Whenever required by the BANK, the Borrower shall do everything necessary for transferring to and effectively vesting in the BANK or any of its officers/its agents/representatives or nominees title to the Commodities. The Borrower shall keep the BANK informed of the true condition of the Commodities. The BANK shall be entitled to inspect the Commodities from time to time at the costs and expense of the Borrower.
 17. The Borrower(s) shall punctually pay all outgoing(s)/taxes/charges in respect of the said Commodities and of the premises wherein the Commodities are stored.
 18. The BANK and its officers or representatives shall be entitled at any time or from time to time, without notice to the Borrower(s) but at the Borrower(s)'s risks and expenses and if so required as attorneys of Borrower(s) for and in the name of Borrower(s)s, to enter at places where the Commodities are stored and to inspect and take inventories and or to take possession of, recover and receive the Commodities and or to sell by public auction or private contract or otherwise dispose of or deal with all or any part of Commodities and to enforce, realise, settle, compromise and deal with any of the rights aforesaid without being bound to exercise any of these powers or being liable for any loss in the exercise thereof and without the BANK's rights and remedies of suit against the Borrower(s) and to apply the net proceeds of such sale/s in or towards the liquidation of the Balance due to the BANK and the Borrower(s) hereby agree to accept the BANK's Account regarding sale/and or realisation as final and pay for any shortfall or deficiency therein.
 19. Nothing contained herein above shall affect, sanctioned loan or take away or restrict the right of the BANK to recover personally from the Borrower(s) /or from their properties or guarantor /or their properties, the Balance Due to the BANK notwithstanding that all or any of the Commodities may not have been sold or realised. The security of Commodities shall not prejudice or affect any other rights /and remedies of the BANK.
- 4. Events of Default**
An event of default shall be deemed to have occurred, if the Borrower:
- a. commits a breach/non-performance of any representation, warranty, covenant, undertaking or obligations under this Agreement and the Sanctioned Loan Documents pertaining to the pledge of the Commodities (including non-submission of documents or execution thereof), or any change in the information furnished by any of the Borrower and the Guarantor to the Bank, if deemed material by the Bank.
 - b. Fails to repay the outstanding amounts (or part thereof) or any instalments or any other amounts due and payable by the Borrower to the Bank, in the manner stipulated in this Agreement and such failure continues for 15 days; or
 - c. Commits an act of bankruptcy or makes assignment for the benefit of creditors or a Receiver is appointed thereof, or insolvency proceedings are instituted against the Borrower; or
 - d. any information mentioned by the Borrower(s) to the BANK is found to be incorrect or incomplete in any of the material facts stated therein, or
 - e. The security is in jeopardy, in the opinion of BANK.
 - f. Any event which, with the passage of time, is likely to become an Event of Default.
- 5. Consequences of Event of Default:**
- 5.1 On the happening of any Event of Default, the Bank may at its sole discretion, without prejudice to other rights and claims under this Agreement, exercise any or all of the following rights:
 - a. Terminate the loan documents and this agreement and Cancel the Sanction Loan.
 - b. Declare the Sanction Loan/balance due to Bank immediately due and payable, and if the Borrower(s) fail to make the said payments within 15 days thereof, the BANK may enforce its security and exercise any other right or remedy which may be available to it under the applicable laws, without any further notice to the Borrower(s). The Borrower agrees that the BANK is at liberty without any liability to the borrower to enforce the pledged securities and sell the same at such price as the BANK may deem fit at the prevailing market price.
 - c. Levy Default Interest on the overdue amount from the date when the Event of Default occurs until the date when the Event of Default has ceased to exist.
 - d. Exercise any other rights or remedies available to the Bank under applicable law.
 - 5.2 The Bank reserve the right to discontinue the Sanctioned Loan or to withhold/stop any disbursement without assigning any reason /giving any notice, in case of non-compliance /breach of any of the terms & conditions stipulated therein and from time to time as also in the relevant document or any information/particulars furnished to the Bank found to have incorrect or in case of any development or situations wherein, in opinion of the Bank, is interest to be prejudicially affected by such continuation and disbursement.
- 6. Representation, Undertaking, Declaration of the Borrower**
- 6.1 The Borrower(s) shall at all times keep the Commodities, insured against loss or damage by fire and other risks as may be required by the BANK and shall deliver to the Bank such policies, duly assigned in the BANK's favour. The proceeds of any such insurance shall, at the discretion of the BANK either applied towards replacement of the Commodities or towards the satisfaction of the Balance Due to the BANK.

- 6.2 The Borrower(s) shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement and any of the related documents/securities without the approval of the BANK. However, the BANK has the right to transfer, assign, securities or sell in any manner, in whole or in part, the outstandings and dues to any third party without reference or intimation to the Borrower(s) and any such transfer/assignment/sale/Securitisation shall conclusively bind the Borrower(s) and all other persons.
- 6.3 The Borrower(s) hereby authorises the BANK and its representatives to exchange, share or part with all the information relating to the Borrower(s)'s loan details and repayment history information pertaining to and contained in this Agreement as may be required and undertakes not to hold the BANK and its agents/representatives liable for use of the aforesaid information.
- 6.4 The Borrower has no objection on disclosure of Borrower's multiple loan account(s) opened by the Bank to the relevant authorities, whenever required.
- 6.5 The Borrower(s) hereby agrees that in case the Borrower(s) commit a default in payment or repayment of principal amount or the Sanctioned Loan(s) or interest/charges due thereon the BANK and/ or the concerned authorities and regulators will have an unqualified right to disclose or publish the details or the default and the name or the Borrower(s), as applicable, as defaulters in such manner and through such medium as the BANK or RBI in their absolute discretion may think fit.
- 6.6 The Borrower(s) hereby declare and confirm that the Commodities have not been offered/do not constitute security for any pre-harvest loan/post-harvest loan or any other loan/advance availed by the Borrower(s) or any other person. This agreement and the security contained herein is intended to and shall operate as a continuing security for all Loans Facilities/ Credit assistance, indebtedness and liabilities of the Borrower(s) to the BANK at all times during the existence of the agreement notwithstanding:
- The existence of a credit balance or "Nil" balance in the Accounts at any time or any partial payment or fluctuation of accounts; or
 - Any Sanctioned Loan(s) or any part thereof have been repaid either after demand has made by the BANK or otherwise or has not been so repaid on demand. The Sanction Loan shall also be subject to the other conditions specified in the Annexure I(s) hereto, and as notified to the Borrower from time to time.
- 6.7 The Borrower hereby agrees that any repayment by the Borrower against the loan amount shall be adjusted by Bank in any one or more Loan Account(s) at its sole discretion."
- 6.8 Borrower authorises the Bank: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Borrower with any branch; (b) to sell any of the Borrower/s' securities held by the Bank by way of public or private sale without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to the Bank from the Borrower, including costs and expenses in connection with such sale; and (c) in case of cross currency set-off, to convert an obligation in one currency to another currency at a rate determined at the sole discretion of the Bank.
- 7. Penal Charges and Other Charges: -**
- All amounts in default for payment, due to delay or non-payment of EMI/Installment or interest thereon including any costs, charges and expenses or due to occurrence of any other Event of Default shall be debited to the loan/ Drawing account and in such case Bank shall also levy the penal charges and other charges as applicable and prescribed in the sanction letter and loan agreement in the said loan/ Drawing account for the period of default without there being any need to assign a reason for the same, which shall be paid by the Borrower.
 - However, if Borrower fails to make the payment of above said amounts in default for payment or the penal charges and other charges levied by the Bank within 90 days from the due date of such payments, in that case said loan/Drawing account shall be classified as Non-Performing Asset ("NPA").
 - In order to regularise the said loan/Drawing account, the Borrower shall be liable to pay all the above-mentioned amounts in default and/or penal charges and other charges, as the case may be, [on immediate basis]
- 8. Indemnification**
- The Borrower shall, whether or not the transactions herein contemplated are consummated, indemnify the Bank and each of their respective officers, directors, employees, representatives, attorneys and agents from and hold each of them harmless against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses and disbursements incurred by any of them as a result of, or arising out of, or in any way related to, or by reason of, litigation or other proceeding (whether or not the Bank is a party thereto) related to Sanctioned Loan/Loan Document(s) or the disbursement of, or use of the proceeds of, the Loans or the implementation or consummation of any transactions contemplated herein or in any Loan Document(s), including, without limitation, upon an Event of Default, the reasonable fees and disbursements of counsel and any consultants selected by such indemnified party incurred in connection with any such investigation or any Legal Proceeding or in connection with enforcing the provisions of this Clause (but excluding any such liabilities, losses, penalties, judgments, suits, costs, expenses and disbursements to the extent incurred by reason of the gross negligence or willful misconduct of the indemnified person, as determined by a competent court).
- 9. Governing Law and Jurisdiction**
- 9.1 This Loan Agreement, and all obligations arising out of or in connection with them, shall be governed by the laws of India. Borrower agrees that all claims, differences and disputes arising out of or in relation to dealings/transactions made in pursuant to this Loan Agreement including any question of whether such dealings, transactions have been entered into or not, shall be subject to the exclusive jurisdiction of the courts at Noida, Uttar Pradesh, India only.
- 9.2 Any dispute, controversy, or claims arising out of this Agreement/Terms and Conditions or any related transaction emanating therefrom, or the breach, termination, or invalidity thereof, shall first be referred to arbitration under the Arbitration and Conciliation Act, 1996 ("Act") and be conducted and administered through the mode of Online Dispute Resolution by an independent and neutral, third-party institution called "Jupitice Justice Technologies Private Limited" in accordance with rules and regulations as laid down by the Arbitration and Conciliation Act, 1996, and also in conjunction with rules and regulations of "Jupitice Justice Technologies Private Limited" as applicable to fast-track e-arbitration, available on the internet and hosted on the website arbitration.jupitice.com maintained by "Jupitice Justice Technologies Private Limited." The arbitration tribunal appointed to adjudicate the dispute shall consist of an independent sole arbitrator appointed in accordance with the Arbitration and Conciliation Act, 1996, and rules of "Jupitice Justice Technologies Private Limited." The seat of the arbitration proceedings shall be Noida (Gautam Buddha Nagar), Uttar Pradesh, India. All costs of arbitration shall be borne by both parties equally. All arbitration proceedings shall be conducted in the English language, and the procedural law of the arbitration shall be Indian law. The award of the arbitration tribunal shall be final and binding on the parties. Bank will have no direct or indirect influence in the selection of the Arbitrator by Jupitice Justice Technologies Private Limited."
- A. Classification as Special Mention Account (SMA) and Non-Performing Asset (NPA)**
- Dues:** shall mean the principal / interest / any charges levied on the loan account which are payable within the period stipulated as per the terms of sanction of the Loan.
 - Overdue:** shall mean the principal / interest / any charges levied on the loan account which are payable but have not been paid within the period stipulated as per the terms of sanction of the Sanctioned Loan. In other words, any amount due to the Bank under any Sanctioned Loan is 'overdue' if it is not paid by the due date fixed by the Bank.
 - Relevance of the principle of 'First In First Out' (FIFO) in appropriation of payments into the Borrower's account:** The principle of FIFO i.e. 'First In, First Out' accounting method is relevant to arrive at the number of days overdue for determining the SMA/NPA status. The FIFO principle assumes that the oldest outstanding dues in the loan account needs to be cleared first. The FIFO method thus requires that what is due first must be paid by the Borrower first. For example, if in any loan account as on 01-02- 2021, there are no overdues and an amount of INR X is due for payment towards principal instalment / interest / charges, any payment being credited on or after 01-02- 2021 in the loan account will be used to pay off the dues outstanding on 01-02-2021.
- Assuming that nothing is paid / or there is partial payment (INR Y) of dues during the month of February, the overdue as on 01-03-2021 will be INR X - INR Y.
- Additionally, an amount of INR Z becomes due as on 01-03-2021. Now any payment partial payment into the account on or after 01-03-2021 will be first utilized to pay off the partial due of 01-02-2021 (INR X - INR Y). If there is more recovery than the INR X - INR Y, then after recovering dues of 01-02-2021, the remaining amount will be treated as recovery towards due of 01-03-2021.
- (iv) **Age of oldest dues:** The age of oldest dues is reckoned in days from the date on which the oldest payment is due and continues to remain unpaid. In the aforesaid illustration, if the dues relating to 01-02-2021 remain unpaid till 01-03-2021, the age of the oldest dues is reckoned as 29 days on 02-03-2021.
- B. Classification as Special Mention Account (SMA) and Non-Performing Asset (NPA)**
- Lending institutions will recognize the incipient stress in loan accounts, immediately on default, by classifying them as Special Mention Accounts (SMA). The basis of classification of SMA / NPA category shall be as follows:

Loans other than revolving facilities		Loans in the nature of cash credit/overdraft	
SMA Sub Categories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue	SMA Sub-Categories	Basis for classification – Outstanding balance remains continuously in excess of the sanctioned loan or drawing power, whichever is lower, for a period of:
SMA 0	Up to 30 days	NA	NA
SMA 1	More than 30 days and upto 60 days	SMA 1	More than 30 days and Up to 60 days
SMA 2	More than 61 days and upto 90 days	SMA 2	More than 61 days and Up to 90 days

c. Non-performing Asset:

Non-Performing Asset (NPA) is a loan or an advance where:

- (i) Interest and/or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan,
- (ii) The account remains 'out of order' as indicated below, in respect of an Overdraft / Cash Credit (OD / CC),
- (iii) The bill remains overdue for a period of more than 90 days in the case of bills purchased and discounted,
- (iv) The instalment of principal or interest thereon remains overdue for two crop seasons for short duration crops
- (v) The instalment of principal or interest thereon remains overdue for one crop season for long duration crops.
- (vi) The amount of sanctioned Loan remains outstanding for more than 90 days, in respect of a securitisation transaction undertaken in terms of the Reserve Bank of India (Securitisation of Standard Assets) Directions, 2021.
- (vii) in respect of derivative transactions, the overdue receivables representing positive mark-to-market value of a derivative contract, if these remain unpaid for a period of 90 days from the specified due date for payment.

Illustrative movement of an account to SMA category to NPA category based on delay in non- payment of dues and subsequent upgradation to Standard category at day end process:

Due Date of Payment	Payment Date	Payment Covers	Age of Oldest dues in days	SMA/NPA Categorisation	SMA since Date/ SMA class date	NPA Categorisation	NPA Date
01.01.2022	01.01.2022	Entire dues up to 01.01.2022	0	NIL	NA	NA	NA
01.02.2022	01.02.2022	No Payment or Partly paid dues of 01.02.2022	1	SMA-0	01.02.2022	NA	NA
01.02.2022	02.02.2022	No Payment or Partly paid dues of 01.02.2022	2	SMA-0	01.02.2022	NA	NA
01.03.2022		Dues of 01.02.2022 not fully paid, 01.03.2022 is also due at EOD 01.03.2022	29	SMA-0	01.02.2022	NA	NA
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not paid at EOD 01.03.2022	1	SMA-0	01.03.2022	NA	NA
		No payment of full dues of 01.02.2022 and 01.03.2022 at EOD 03.03.2022	31	SMA-1	01.02.2022 / 03.03.2022	NA	NA
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not fully paid at EOD 1.03.2022	1	SMA-0	01.03.2022	NA	NA
01.04.2022		No payment of dues of 01.02.2022, 01.03.2022 and amount due on 01.4.2022 at EOD 01.04.2022	60	SMA-1	01.02.2022 / 02.04.2022	NA	NA

		No payment of dues of 01.02.2022 till 01.04.22 at EOD 02.04.2022	61	SMA-2	01.02.2022 / 02.04.2022	NA	NA
01.05.2022		No payment of dues of 01.02.2022 till 01.05.22 at EOD	90	SMA-2	01.02.2022 / 02.04.2022	NA	NA
		01.05.2022 No payment of dues of 01.02.2022 till 01.05.2022 at EOD 02.05.2022	91	NPA	NA	NPA	02.05.2022
01.06.2022	01.06.2022	Fully Paid dues of 01.02.2022 at EOD 01.06.2022	93	NPA	NA	NPA	02.05.2022
01.07.2022	01.07.2022	Paid entire dues of 01.03.2022 & 01.04.2022 at EOD 01.07.2022	62	NPA	NA	NPA	02.05.2022
01.08.2022	01.08.2022	Paid entire dues of 01.05.2022 & 01.06.2022 at EOD 01.08.2022	32	NPA	NA	NPA	02.05.2022
01.09.2022	01.09.2022	Paid entire dues of 01.07.2022 & 01.08.2022 at EOD 01.09.2022	1	NPA	NA	NPA	02.05.2022
01.10.2022	01.10.2022	Paid entire dues of 01.09.2022 & 01.10.2022	0	Standard Account with No Overdues	NA	NPA	STD from 01.10.2022

- D. The Borrower agrees and acknowledges that the manner of classification and illustrations of SMA and NPA as provided in sub-clauses (a) to (d) above in which the Bank is required to classify accounts as SMA / NPA as per the various applicable regulations and guidelines issued by RBI from time to time and:
- The same is liable to change / be modified as per the requirements of the RBI guidelines in the matter issued from time to time. Any such change shall be intimated by the Bank to the Borrower from time to time and the Borrower agrees and acknowledges that such intimation shall accordingly modify the manner and illustrations provided herein without a need for further amendment to the undertaking or require specific acknowledgment of the Borrower; and
 - The Bank shall have the right to classify the account of the Borrower with the Bank as SMA / NPA as per the applicable regulations / guidelines issued by RBI from time to time even though the manner of classification and the illustrations thereof are not set forth in this undertaking or the Sanction Letter(s).
- 10. Insolvency:**
- The Borrower is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.
 - The value of the assets of the Borrower is less than its liabilities (taking into account contingent and prospective liabilities).
 - A moratorium is declared in respect of any indebtedness of the Borrower.
 - Where a Receiver is appointed or any attachment, distress, execution or other legal process is threatened, enforced or levied upon against the Borrower.
- 11. Insolvency proceedings:**
- Any corporate action, legal proceedings or other procedure or step is taken in relation to: the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Borrower; a composition, assignment or arrangement with any creditor of the Borrower the appointment of a liquidator, administrator, administrative or other receiver, compulsory manager or other similar officer in respect of any party to the Borrower or any of its assets.
- 12. Severability:**
- If at any time any part of this Loan Agreement is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, neither the validity, legality and enforceability of the remaining provisions contained herein nor the validity, legality or enforceability of such provision under the law of any other jurisdiction shall in any way be affected and/or impaired.
- 13. Termination**
- The Borrower agrees and acknowledges that any action/omission on the part of the Borrower under this Loan Agreement, which constitutes an Event of Default shall entitle the Bank to terminate/cancel this Loan. In such a case, without prejudice to any other rights, the Bank may, with or without notice, terminate this Loan Agreement and/or enforce any security for the repayment of Outstanding Amounts and/or forthwith demand/ recall the Loan/Outstanding Amounts by the Borrower. The Borrower does not have the right to terminate these Loan Agreement in any situation except with the written consent of the Bank to the effect that the entire Outstanding Amounts due to the Bank under this Loan Agreement have been paid in full.
- 14. Fair Practice Code:-**
- The Fair Practice Code for the Banks as published on the Bank's website, shall apply to the Loan. Copy of the Fair Practice Code is available on the Bank's website at Fair Lending Practice Code Policy - Regulatory Section | Shivalik Bank

15 Credit Information

The Borrower understands that as a pre-condition, relating to grant of the Sanctioned Loan to the Borrower and furnishing of guarantee in relations thereto, the Bank requires consent of the Borrower of the sanctioned Loan granted/ to be granted by the Bank for the disclosure by the Bank of information relating to the Borrower, any sanctioned Loan availed of / to be availed, by the Borrower, obligations as assumed by the Borrower in relation thereto and default, if any, committed in discharge thereof. Accordingly, the Borrower hereby agrees and gives consent for the disclosure by the Bank of all or any such:

- Information and data relating to Borrower
 - The information or data relating to Borrower's obligations in any sanctioned Loan granted/ to be granted by the Bank
 - Default, if any committed by Borrower in discharge of the Borrower's obligation as the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Agencies and any other agency authorized in this behalf by RBI.
- The Borrower declares that the information and data furnished by Borrower to the Bank are true and correct. The Borrower undertakes that –
- The Credit Information Agencies and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them and
 - The Credit Information Agencies and 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 of India in this behalf

16. Miscellaneous Provisions

- Any notice, demand, state mentor communication hereunder shall be in writing, signed by the Bank's officers/authorised representatives and should be delivered personally, registered post, courier, telefax, facsimile or other written or recorded form of electronic communication to the address of the Borrower(s); and the notice, demand, statement or communication shall be effective and deemed to have been duly and sufficiently served on the Borrower, two days after the same shall have been delivered to the post office/courier office properly addressed to the Borrower at the address mentioned and if delivered to the Borrower against acknowledgement, it shall be deemed to have been duly served as on the date of delivery.
- All instructions and correspondences relating to the business which the Borrower(s) may have with the Bank, are to be sent at the Borrower(s) risk and the Bank does not assume any responsibility or liability for any inaccuracy, interruption, error or delay or total failure in transmission or delivery by post, courier, telegraph, cable, telex, or other written form of electronic communication.
- The Borrower(s) agrees and confirms that until the Borrower(s) has /have paid all said dues payable by the Borrower(s), the Bank shall exercise the right of general lien and set-off available to it in law on all monies belonging to the Borrower(s)/ any of the Obligors and standings in Borrower's/any of the Obligor's credit in any account whatsoever, securities, deposits and other assets and properties of the Borrower(s) from time to time in the possession of the Bank or its nominees whether the same is held by the Bank for safe custody or otherwise.
- The Bank shall have a general lien on and be entitled to appropriate and set off all monies, securities, deposits and other assets and properties belonging to the Borrower(s)/ any of the Obligors in the possession of the Bank, whether in or on account of the Bank or otherwise whether held singly or jointly by the Borrower(s) /Obligors with another and may be utilize for the settlement of dues of the Borrower(s) payable to the Bank hereunder or other Indebtedness of the Borrower(s). The Borrower(s) states that they have obtained /shall obtain the written consent of the joint holders (if applicable) for the same.
- The Borrower hereby (i) gives its consent to the Bank to make any disclosures required to be made by the Bank in its annual reports pursuant to the execution of any of this Agreement; (ii) agrees that the Bank may disclose any information in relation to the Borrower to any of its affiliates, employees and to any Person with whom it intends to enter into any kind of transfer, participation or other agreement or transaction based on this Agreement or to access information about the Borrower or as may be required under applicable law; (iii) agrees that the Bank may disclose any information to its auditors or legal advisors;
- The Borrower hereby agree to accept as conclusive proof of the correctness of any sum claimed by the Bank to be due from the Borrower in respect of the said sanctioned Loan, a statement of account made out from the books of the Bank and signed by the officer of the Bank, without production of any voucher, documents or other papers.
- The Bank shall have the right to withdraw/modify all/any of the Sanction conditions or stipulate fresh conditions under intimation to the Borrower. This Agreement and any other documents referred to herein, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings in respect of the subject matter hereof, except for those provisions of the sanction letters, agreements, security documents (if any) issued or executed prior to this Agreement which are in addition to and complement to, and are not the same or in conflict with, the terms of this Agreement.

17. Grievance Redressal Mechanism

In the event of any grievance or complaint, the Borrower is advised to follow the grievance redressal process outlined below:

1. Initial Complaint Submission

The Borrower may submit their grievance through the following channels:

- Contacting the Customer Care Representative.
- Visiting the nearest branch office of the Bank.
- Submitting a written complaint using the Complaint Box or Complaint Form available at any branch office.

2. Escalation Matrix

If the Borrower's grievance is not resolved to their satisfaction or if no response is received within the stipulated timeline, the Borrower may escalate the matter as follows:

Level 1: Branch Manager / Phone Banking / Customer Care Centre

The Borrower may:

- Contact the Branch Manager at the nearest branch office.
- Call the Phone Banking Officer on the toll-free number 1800-202-5333.
- Send an email to customercare@shivalikbank.com.

Level 2: Nodal Officer

If the Borrower is dissatisfied with the response received at Level 1 or if no response is provided within seven (7) working days, the Borrower may escalate the complaint to the Nodal Officer. The contact details of the Nodal Officer are as follows:

Nodal Officer	
Name of Nodal Officer:	Jayatri Singh
	Shivalik Small Finance Bank Limited
	2nd Floor, Add India Tower, Plot No. A6A, Sector 125, Noida - 201303
Contact Detail:	0120-4060011
Email ID:	grievance@shivalikbank.com

Level 3 : Principal Nodal Officer

If the Borrower is dissatisfied with the response received from the Nodal Officer or do not receive a response within seven (7) working days, please escalate the matter to the Principal Nodal Officer at the address and contact details provided below:

Principal Nodal Officer	
Name of Principle Nodal Officer:	Ravi Ratnaker Singh
	Shivalik Small Finance Bank Limited
	2nd Floor, Add India Tower, Plot No. A6A, Sector 125, Noida - 201303
Phone Number:	0120- 4060012
Email ID:	pno@shivalikbank.com

Bank's Principal Nodal Officer will endeavour to resolve the issue to the complainant's satisfaction within 7 working days. In case, the complaint needs more time to examine, the complaint shall be acknowledged by explaining the need for more time to respond.

18. Engagement of Recovery Agent

- a. The Borrower acknowledges and agrees that the Bank or its Business Correspondent, at sole discretion of the Bank, may appoint a recovery agent to act on behalf of the Bank in the event of any default by the Borrower in repaying the loan or any outstanding dues. The Bank reserves the right to assign, reassign, or replace the recovery agent without prior notice to the Borrower.
- b. The appointed recovery agent shall have the authority to: (a) Collect overdue amounts, including principal, interest, penalties, and other charges, from the Borrower on behalf of the Bank. (b) Negotiate, compromise, or settle any outstanding amounts owed by the Borrower, subject to approval from the Bank. (c) Initiate legal or other actions, including but not limited to repossession of secured assets, in accordance with applicable laws and the terms of this agreement.
- c. The Borrower agrees to cooperate with the recovery agent appointed by the Bank and to provide necessary information or documents requested by the recovery agent to facilitate recovery. The Borrower shall not prevent or obstruct the recovery agent from performing its duties in any manner.
- d. The recovery agent shall follow all applicable laws, rules, and regulations, including guidelines laid down by the Reserve Bank of India (or relevant regulatory authority), in performing recovery activities. The Borrower acknowledges that the Bank and the recovery agent shall maintain confidentiality and follow ethical standards while conducting recovery actions.
- e. All reasonable costs and expenses incurred by the Bank and/or the recovery agent in connection with the recovery process, including legal fees, will be borne by the Borrower and will be added to the outstanding dues.
- f. The Bank reserves the right to transfer or assign its rights and obligations under this clause to any third party, including the recovery agent, without prior notice to the Borrower.

IN WITNESS WHEREOF, the parties have executed this agreement on the date as specified in Annexure I
In case of Borrower

SIGNED AND DELIVERED BY

For Individual:
Name:

Borrower's Signature

For Proprietorship Firm/Partnership Firm/LLP/Company

Name:
Authorized Signatory Signature
Designation:

**SIGNED AND DELIVERED BY
For Shivalik Small Finance Bank Limited**

Name:
Authorized Signatory

WITNESS:
Name and signature of witness

ANNEXURE I

TERMS AND CONDITIONS

1.	Type of Sanctioned Loan	
2.	Place of agreement	
3.	Date of agreement	
4.	Details of the Borrower	Name: Age/Date of Incorporation: Address/Registered Office:
5.	Borrower's constitution	(Individual/Proprietor/Partnership/HUF/Trust/LLP /Public limited Company/ Private Limited Company)
5.	Branch office of the Business Correspondent/Bank	
6.	Purpose of the Sanction Loan	Working capital requirement
7.	Amount of Sanctioned Loan	Up to Rs_____
8.	Processing fees	
9.	Interest	As detailed in the request letter for disbursement
10.	Overdue Charges	12% P.A on overdue amount
11.	Security	As detailed in the request letter for disbursement
12.	Tenor of each disbursement	As detailed in the request letter for disbursement
13.	Repayment	
14.	Other conditions	

REPAYMENT SCHEDULE

S. No.	Particulars	Details
1.	Number of EMI	
2.	Date of Commencement of EMI	
3.	Frequency of EMI Monthly/Bullet/Balloon	
4.	EMI due Date	
5.	Mode of repayment	

BORROWER

Signature/Thumb Impression

(1) Name:

PLEDGE AGREEMENT

This PLEDGE AGREEMENT (hereinafter referred to as "Agreement") made on this _____ day of _____ by:

{Name of the Pledgor-both Individual and Non-Individual}, having residential address/registered office/principal office at _____ ("hereinafter referred to as "Pledgor", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns and all persons deriving/ claiming title thereunder).

IN FAVOUR OF

SHIVALIK SMALL FINANCE BANK LIMITED, a Scheduled Commercial Bank, registered under the Companies Act, 2013 (CIN: U65900DL2020PLC366027) and licensed to carry on banking activities as regulated by the Reserve Bank of India with its registered office at 501 Salcon Aurum Jasola District Centre, New Delhi 110025 and Corporate/Head office at 2nd floor, Add India Tower, Plot no. A6A, Sector 125, Noida, U.P. 201303 (hereinafter referred to as "Pledgee", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, assigns))

WHEREAS:

- Pursuant to the execution of the Loan Agreement dated _____ and at the request of the Pledgor, the Pledgee has agreed to grant to the Pledgor a financial assistance not exceeding the Loan of Rs. _____ ("Sanctioned Loan") on the terms & conditions enumerated in the Loan Agreement.
- The Pledgee has agreed to grant the Loan to the Pledgor, subject to the condition that the Loan, together with all interest, commission, fees (including front-end fees), premia on prepayment or redemption, costs, charges, expenses, and all other amounts whatsoever payable by the Pledgor as stipulated under the Loan Documents, shall be secured by way of a pledge over the commodities deposited by the Pledgor at the designated warehouses/godowns approved by the Pledgee, as detailed in the Disbursement Request Form (Annexure A). In consideration of the Sanctioned Loan of Rs. _____ granted/agreed to be granted by the Pledgee to the Pledgor(s), to be disbursed in each loan account as per the requirements of the Pledgor(s) and at the sole discretion of the Pledgee, the Pledgor(s) hereby covenant to repay the said Loan or any portion thereof on or before its respective due date(s).
- The parties wish to set forth the terms and conditions governing the Pledge.

NOW THEREFORE THESE PRESENTS WITNESSETH THAT:

1. Definitions

- "Applicable Law" means any statute, national, state, provincial, local, municipal, foreign, international, multinational or other law, treaty, code, regulation, ordinance, rule, judgment, order, decree, bye-law, approval of any governmental authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any governmental authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or at any time thereafter.
- "Balance Due to the Pledgee" means and includes the principal amount of the Sanctioned Loan from time to time advanced to the Pledgor, interest, overdue charges thereon as set out herein and all costs, charges, commissions and expenses, including incremental taxes, interest tax and any other related and consequential charges and taxes, insurance premium which the Pledgee may have paid or incurred, including in connection with the commodities and also the incidental or other charges debited by the Pledgee to the account of the Pledgor in accordance with the rules, or usage of the Pledgee.
- "Borrower" means an individual, Proprietor, Firm or Company as described in the Annexure I of the Loan agreement and, wherever the context so requires, includes a Co-Pledgor named as specified in the above said Annexure I and hereinafter collectively referred to as the "Pledgor".
- "Commodities" shall mean harvested agricultural produce, processed agricultural commodities, agricultural inputs including but not limited to fertilizers, seeds, pesticides, and other non-hazardous, non-agricultural commodities such as base metals, which are pledged or agreed to be pledged by the Pledgor in favour of the Pledgee, as detailed in the Disbursement Request Form annexed hereto as Annexure A.
- "Sanctioned Loan" means the financial assistance granted by the Pledgee to the Pledgor and more particularly described in the Annexure I of the Loan Agreement.
- "Interest" shall mean the amounts chargeable on the Sanctioned Loan at the rate agreed between the Parties and specifically mentioned in the Annexure I of the Loan agreement, being such amount(s) payable by the Pledgor against the use of the principal amount of the Sanctioned Loan disbursed.
- "RBI" means Reserve Bank of India.
- "Purpose" means the purpose for which the Loan shall be utilized by the borrower as more particularly specified in Annexure I of the Loan agreement.
- "Security" shall mean any Security Interest as may be created or agreed to be created by the Pledgor in favour of the Pledgee, with the intention to secure the repayment of the Pledgor's Dues and all the obligations of the Pledgor under this Agreement.

2. Pledge of Commodities.

- As security for the due repayment and discharge of the sanctioned Loan amount together with all interest, liquidated damages, costs, charges and other monies payable by the Pledgor to the Pledgee under the Loan Agreement, as also for the due discharge, observance and compliance with the terms of the Loan Agreement and these presents ("Secured Obligations"), the Pledgor:
 - Has/have already pledged has/have/agreed to pledge the Commodities that may be hereafter delivered to the Pledgee pursuant to this agreement whether for the purpose of security for any sum already drawn or as security for any sum(s) it will be drawn against the said Loan account/by way of substitution for and in lieu of any goods which may from time to time have been delivered or may be delivered to the Pledgee under this agreement or otherwise howsoever (hereinafter called "Commodities") are to be deemed to have been so pledged as security to the PLEDGEE for the payment by the Pledgor(s) to the PLEDGEE of the moneys due to the Pledgee from time to time under or in respect of the sanctioned Loan.
 - The Borrower hereby confirms and acknowledges that the Commodities pledged in favour of the Pledgee are stored at one or more designated warehouses or godowns, and that the Pledgee, either directly or through its duly authorised representatives, including its Business Correspondents, is in possession or constructive possession of such Commodities with the intent to create and perfect a valid and enforceable pledge over the same as security for the Secured Obligations.
 - Shall maintain the required Margin in respect of the value of the Commodities produce as stipulated in the Loan Agreement by paying shortfall, if any, in money to the Pledgor's account with the PLEDGEE or by deposit/pledge of additional commodities, etc., to the satisfaction of the PLEDGEE; and all additional commodities, etc., to be deposited/pledged with the PLEDGEE in a form and manner satisfactory to the PLEDGEE (hereinafter all references to the Commodities shall be deemed to include any references to Additional Commodities, where appropriate) shall be subject to the same conditions as herein

3. Representation and warranties

- The Pledgor represents and warrants to the PLEDGEE that:
- The Pledgor is the sole legal and beneficial owner of the Commodities and is evidenced as such in the invoices/warehouse receipts / possession and no lien, encumbrance or charge whatsoever exists or will exist upon the Commodities at any time (and no right or option to acquire the same exists in favour of any other person), and the pledge and security interest in favour of the Pledgee created or provided herein constitutes an exclusive and first priority security interest in and to the Commodities produce.
 - The Pledgor has irrevocably authorized the Pledgee to transfer the Commodities, or any part thereof in its own name/to any other person as the Pledgee may deem fit, at any time upon the occurrence of an Event of Default.
 - The Pledgor has obtained all the requisite governmental and statutory approvals required, if any for the creation of pledge in favour of the Pledgee; and that the entering into this Agreement and the execution thereof has been duly authorized by all necessary corporate proceedings, has been duly and validly executed and delivered by the Pledgor, and the same constitutes a legal, valid, and binding obligation of the Pledgor, enforceable in accordance with the terms hereof; and that

the Pledgor has the full right, power and authority to enter into this Agreement and to pledge the Commodities; and that the executants of this Agreement on behalf of the Pledgor have been duly empowered and authorized to execute this Agreement and to perform all its obligations in accordance with the terms herein set out;

- d. The execution and delivery of this Agreement will not violate any agreement governing the Pledgor to which the Pledgor is a party, and the Pledgor's certificates of incorporation and bye laws do not prohibit any terms or conditions of this Agreement.

4. Preservation of Commodities

- a. The security constituted by this Agreement in favour of the Pledgee:
 - A. shall be continuing and shall not be satisfied or discharged by any intermediate payment or satisfaction of the whole or any part of the Loan or the Secured Obligations; and
 - B. shall be in addition to and shall not be affected by any other security interest now or subsequently held by THE Pledgee for all or any of the Loan or Secured Obligations.
- b. The Security as offered and created by the Pledgor in favour of the Pledgee in connection with the repayment / payment of the Pledgor's Dues and performance of the obligations under the terms of the Loan, shall continue for the full tenure of the Loan and until the full repayment/payment of the Pledgor's Dues and all covenants under the Loan Terms have been duly complied with by the Pledgor and other relevant person notwithstanding the Account being brought to credit at any time or of its being drawn upon to the full extent and afterwards being brought to credit, and shall continue until the termination of the Loan and payment of all monies due under the Loan. The Loan Terms shall be operative for the balance due from time to time by the Pledgor to the Pledgee in the Account relating to the Loan and the Account shall not be considered as closed by reason of such Account being brought to credit at any time or from time to time or of its being drawn upon to the full extent and afterwards brought to credit and the Loan Terms will continue to be operative and unaffected until such relevant Loan are terminated and all.
- c. Where any discharge is made in whole or in part, or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on the insolvency, liquidation or otherwise without limitation, this security and the liability of the Pledgor under this Agreement shall continue as if the discharge or arrangement has not occurred.
- d. The obligations of the Pledgor under this Agreement shall not be affected by any act, omission or circumstances which but for this provision might operate to release or exonerate the Pledgor from any of its obligations under this Agreement or affect or diminish in whole or in part, whether or not known to the Pledgor, including without limitation:
 - A. any time, indulgence or waiver granted to, or composition with the Pledgor or any other person; or
 - B. the variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect or take up or enforce, any terms of the Agreement any right and remedies against, or any security granted by the Pledgor or any other person; or
 - C. any irregularity, invalidity, frustration or other unenforceability of any obligations of the Pledgor under the Loan Sanction Agreement, or this Agreement or any other document or security or any present or future law or order of any government agency (whether of right or in fact) purporting to reduce or otherwise affect any of such obligations under this Agreement shall remain in full force and this Agreement shall be construed accordingly as if there were no such irregularity, unenforceability, invalidity, or frustration; or
 - D. any lawful limitation, disability, incapacity or lack of powers, authority or legal personality or dissolution or change in status of or other circumstances relating to the Pledgor or any other person, or any amendment or variation of the terms of the Loan Sanction Agreement or any other document or security.

1. Preservation of rights

The Pledgor agrees that the security created by this Agreement shall be in addition to and not in substitution for any other security which may now or hereafter secure its obligations towards the Pledgee and may be enforced without the Pledgee being first required to have recourse to such security or to initiate proceedings against the Pledgor.

2. Undertakings

The Pledgor undertakes that in order to perfect or make more effective the Pledgee's security interest in the Commodities, it shall, from time to time execute such other instruments as are necessary to effectively vest in the Pledgee or its nominee, such other deeds, writings and instruments as may be required by the Pledgee or its nominee, and do all other acts, deeds and things as the Pledgee or its nominees might require.

3. Limitations on obligations of the Pledgee

The Pledgee shall have no obligation to protect the Commodities or its value. In particular, the Pledgee shall have no responsibility, and no claim or action shall be initiated against the Pledgee with regard to (a) any depreciation in value of the Commodities or for the collection or protection of any income or proceeds from the Commodities (b) preservation of rights against parties claiming any right(s) to the Commodities or against third persons or (c) informing the Pledgor of any of the above, whether or not the Pledgee has or is deemed to have knowledge of such matters.

4. Default

For the purposes of these presents, "Event of Default" shall include in addition to the event of default as listed in the Loan Sanction Agreement, each of the following events:

- A. Non-payment of the obligations secured by the pledge.
- B. Failure of the Pledgor to comply with, or perform any other term, obligation, covenant or condition contained in this Agreement.
- C. Any warranty or representation of the Pledgor under this Agreement being false, inaccurate or misleading in any respect, either now or at the time made or furnished or deemed to be made or furnished.

5. Sale of Commodities and no liability on the same

Without prejudice to the rights of the Pledgee as contained in the Loan Agreement and the documents related thereto, upon the occurrence of an Event of Default, the PLEDGEE may, subject to minimum of one day or for such day's prior notice as decided by the PLEDGEE to the Pledgor, sell, assign or otherwise dispose off all or any part of the Commodities at such place or places as the PLEDGEE may deem fit and for cash or on credit or for future delivery (without hereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of time or place thereof and the PLEDGEE or anyone else may be the purchaser, assignee or recipient of any or all of the Commodities so disposed of at any sale or other disposal and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including without limitation any right or equity of redemption (statutory or otherwise), of the Pledgor, any such demand, notice or right and equity being hereby expressly waived and released. The PLEDGEE may, without any further notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale and such sale may be made at any time or place to which the same may be so adjourned. The Pledgor hereby acknowledges and confirms the reasonableness and sufficiency of the mode of issue and length of the notice period, as specified in this clause. The PLEDGEE shall incur no liability as a result of the sale of the Commodities or any part thereof. The Pledgor hereby waives any claims against the PLEDGEE arising by reason of the fact that the price at which the Commodities may have been sold at such a sale was less than the price that might have been obtained at another sale or was less than the aggregate amount of the Secured Obligations, even if the PLEDGEE accepts the first offer received and does not offer the Commodities to more than one offeree. It is further agreed, that in the event of a sale, the Pledgor will fully co-operate with the PLEDGEE to effect such sale.

6. Application of proceeds

Except as otherwise herein expressly provided, the proceeds of any collection, sale or other realization of all or any part of the Commodities, pursuant hereto and any other monies or amounts received by the Pledgee in relation to these presents shall be applied by THE Pledgee:-

- a. First, to the payment of the costs and expenses of such collection, sale or other realization including out – of –pocket costs and expenses of the Pledgee and the fees and expenses of its agents and counsel and all expenses and advances made or incurred by the Pledgee in connection therewith and the payment in full liability of the Pledgor to the Pledgee; and
- b. Finally, to the payment to the Pledgor of the surplus then remaining, if any.

7. Further assurances

The Pledgor agree that, from time to time, upon the written request of Pledgee, the Pledgor shall, at its cost, execute and deliver such other documents, deeds or writings and do such other acts and things as Pledgee may request in order to fully effect the purpose of this Agreement.

8. Liability to perform

- 8.1 Notwithstanding anything to the contrary herein contained, at all times until Pledgee or its nominee(s) become(s) the owners of the Pledged Commodities, the Pledgor shall remain liable to observe and perform all of the other conditions and obligations assumed by it in respect of the Pledged Commodities and Pledgee or its nominee(s) shall not be under any obligation or liability by reason of or arising out of this Agreement.
Subject to any requirement of applicable law, Pledgee shall not be required to perform or fulfil any obligation of the Pledgor in respect of the Pledged Commodities nor to make any payment, nor to make any inquiry as to the nature or sufficiency of any payment received by it or the Pledgor, not to present or
- 8.2 file any claim or take any other action to collect or enforce the payment of any amount to which it may have been or to which it may be entitled under this Agreement at any time or times.

9. Insurance, Maintenance, and Indemnity Clause

The Pledgor shall, at its own cost, ensure that the pledged Commodities are adequately insured against all risks, including but not limited to fire, theft, flood, and other perils, with a comprehensive insurance policy acceptable to the Pledgee, naming the Pledgee as the sole beneficiary or loss payee. The Pledgor shall ensure the proper maintenance, safekeeping, and quality of the pledged goods in accordance with industry standards and shall not engage in any act that may impair their value. In the event of any loss, damage, or deterioration of the pledged goods, the Pledgor shall indemnify and hold the Pledgee harmless against any loss, expense, or liability arising from such events, including any deficiency in the Pledgee's recovery following the liquidation of the goods or claim settlement under the insurance policy.

10. No waiver

No failure on the part of PLEDGEE or any of its agents to exercise, and no course of dealing with respect to, and no delay in exercising any rights, power or remedy hereunder shall operate as waiver thereof, nor shall any single or partial exercise by PLEDGEE or any of their agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and not exclusive of any remedies provided by law.

11. Governing law

This Agreement shall be governed by and construed in accordance with the laws of India.

12. Notices

All notices required or provided for this Agreement shall be given in writing in English by prepaid registered post/courier or by telex or facsimile or by email and shall be forwarded to the respective address of the parties hereto as set out first hereinabove.
Notice shall be deemed effective upon receipt.

13. Waivers

The term of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by the Pledgee and the Pledgor.

14. Successors

This Agreement shall be binding on and ensure to the benefit of the respective successors and assigns of Pledgee and the Pledgor, provided, however, that the Pledgor shall not assign or transfer their rights hereunder to any party without the prior written consent of Pledgee. However, nothing contained herein or in the Loan Sanction Agreement shall be deemed to restrain Pledgee from assigning or otherwise transferring any rights hereunder to any party.

15. Counterparts

This Agreement may be executed in any number of counterparts all of which together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

16. Severability

If any provision hereof is invalid and unenforceable, then, to the fullest extent permitted by law
(i) the other provisions hereof shall remain in full force and effect and shall be construed in order to carry out the intention of the parties hereto as nearly as may be possible and
(ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision.

17. Jurisdiction

With respect to any dispute or difference arising out of or in connection with this Agreement, the courts of Noida, U.P. will have non-exclusive jurisdiction.

18. Dispute Resolution and Arbitration:

Any dispute, controversy, or claims arising out of this Agreement/Terms and Conditions or any related transaction emanating therefrom, or the breach, termination, or invalidity thereof, shall first be referred to arbitration under the Arbitration and Conciliation Act, 1996 ("Act") and be conducted and administered through the mode of Online Dispute Resolution by an independent and neutral, third-party institution called "Jupitice Justice Technologies Private Limited" in accordance with rules and regulations as laid down by the Arbitration and Conciliation Act, 1996, and also in conjunction with rules and regulations of "Jupitice Justice Technologies Private Limited" as applicable to fast-track e-arbitration, available on the internet and hosted on the website arbitration.jupitice.com maintained by "Jupitice Justice Technologies Private Limited." The arbitration tribunal appointed to adjudicate the dispute shall consist of an independent sole arbitrator appointed in accordance with the Arbitration and Conciliation Act, 1996, and rules of "Jupitice Justice Technologies Private Limited." The seat of the arbitration proceedings shall be Gautam Buddha Nagar, Uttar Pradesh, India. All costs of arbitration shall be borne by both parties equally. All arbitration proceedings shall be conducted in the English language, and the procedural law of the arbitration shall be Indian law. The award of the arbitration tribunal shall be final and binding on the parties. Pledgee will have no direct or indirect influence in the selection of the Arbitrator by Jupitice Justice Technologies Private Limited."

19. Termination

When all the monies payable under the Sanction Loan Agreement and/or these presents shall have been unconditionally and irrevocable paid in full and confirmed in writing by THE PLEDGEE, this Agreement shall terminate and THE PLEDGEE shall thereupon cause to be delivered against receipt, at Pledgor's cost but without recourse, warranty or representation whatsoever, any remaining Commodities to or to the order of the Pledgor.

IN WITNESS WHEREOF the Pledgor has caused its thumb impression/ signature to be affixed hereto and to the duplicate hereof on the day, month and year first hereinabove written as hereinafter appearing.

FOR THE PLEDGOR (for both Individual and Non-Individual:
Name of the Firm/Entity (if applicable)

Name of the Pledgor/Authorised Signatory of the pledgor
Designation (if applicable)
Date:

FOR THE PLEDGEE:
SHIVALIK SMALL FINANCE BANK LIMITED

Name of the Authorised signatory
Designation:
Date: