

**ICICI BANK LIMITED'S (ALL-INDIA) STANDARD TERMS AND CONDITIONS
FOR FARMER FINANCING FACILITIES**

[Registered on 14.03.2007 , with the Sub-Registrar of Assurances VII, New Delhi
vide Registration No. 417 in Book 4, Vol.1,329, on pages 29 to 44]

DEFINITIONS AND CONSTRUCTION

1.A. In these terms and conditions (the "Standard Terms", as referred to in the Application Form), unless there is anything repugnant to the subject or context thereof, the expressions listed below, if applicable, shall have the following meanings:

i. "Account" means the account(s) opened by the Borrower/s / other relevant persons with ICICI Bank in connection with the relevant Facility, which expression shall also include the account/s detailed in the Application Form and/or any new account(s) that may be opened at the discretion of ICICI Bank in relation to such Facility (whether by way of enhancement / reduction of limit / by carrying forward the balance from the existing account to the new account by transfer or otherwise).

ii. "Application Form" means, as the context may permit or require, the Farmer Finance Facilities -- Application Form (including for Post Production) along with Annexure(s) / addendas submitted by the Borrower/s to ICICI Bank from time to time for applying for and availing of the Facility, together with the Facility Application Form – Preliminary and all other information, particulars, clarifications, letters and undertakings and declarations, if any, furnished by the Borrower/s or any other persons from time to time in connection with the Facility.

iii. "Asset(s)" shall mean the asset(s), as specified and described in the Application Form / other Transaction Documents, whether moveable (intangible or tangible) or immovable, purchase out of the proceeds of the Facility and/or offered or caused to be offered as security / secured in favour of ICICI Bank by the Borrower/s for due repayment of the Facility granted/to be granted by ICICI Bank, and shall also include the chassis and the body to be constructed/fitted on the chassis (where any of the Asset(s) is/are motor vehicles) and all other accretions, additions and accessories (including any additional body building/modifications works, additional components and engine/part upgrades, etc.) made/done to the Asset(s).

iv. "Borrower/s" means and refers, jointly and severally, to the Applicant/s who has / have been sanctioned/granted the Facility by ICICI Bank based on the Application Form submitted by such Applicant/s to ICICI Bank for availing of the Facility and includes, depending on the nature of the Borrower/s: (a) its successors and permitted assigns, if the Borrower/s is a company within the meaning of the Companies Act 1956 or a society registered under the applicable laws relating to societies; (b) any or each of the partners and their survivor(s) or the partner(s) from time to time and their respective heirs, legal representatives, executors, administrators and permitted assigns, if the Borrower/s is partnership firm within the meaning of the Indian Partnership Act, 1932; (c) his / her heirs, legal representatives, executors, administrators and permitted assigns, if the Borrower/s is an individual and/or carrying on business as a sole proprietary concern; (d) the Karta and any or each of the adult members of the HUF and their survivor(s) and his/ her / their respective heirs, legal representatives, executors, administrators and permitted assigns, if the Borrower/s is a joint Hindu Undivided Family; and (e) the trustee(s) for the time being thereof and the successors and permitted assigns of the trust/trustees, if the Borrower/s is a trust. The expression "Borrower" shall, as the subject or context may permit or require, any or each of the Borrower/s and / or shall third party security provider(s).

v. "Borrower/s' Dues" means and includes the outstanding principal amount of the Facility, interest on the Facility, all other interest, all fees, costs, charges, expenses, stamp duty and all other sums whatsoever payable by the Borrower/s to ICICI Bank in accordance with the Loan Terms and the Transaction Documents, as well as all other monies whatsoever stipulated in or payable by the Borrower/s under the Loan Terms.

vi. "Business Day" means a day on which the relevant/local office/branch of ICICI Bank, as specified in the Application Form, or such other office as may be notified by ICICI Bank to the Borrower/s, is open for normal business transactions.

vii. "Cash Credit Risk Premium" means the percentage rate per annum decided by the Bank from time to time and announced/notified by the Bank from time to time as its cash credit risk premium.

viii. "Due Date" means the date(s) on which any amounts in respect of the Borrower/s' Dues including the principal amounts of the Facility, interest and/or any other monies, fall due as specified in the Application Form and/or the Loan Terms and the other Transaction Documents.

ix. "ICICI Benchmark Advance Rate" or "IBAR" means the percentage rate per annum decided by the bank from time to time and announced/notified by the Bank from time to time as its benchmark prime lending rate.

X. "Loan Terms" means and refers collectively to (a) all the terms and conditions set out in the Application Form along with Annexure(s) submitted from time to time, (b) these Standard Terms, and (c) all terms and conditions specified in the other Transaction Documents.

xi. "Indebtedness" means any indebtedness whatsoever of the Borrower/s at any time for or in respect of monies borrowed, contracted or raised (whether or not for cash consideration) or liabilities contracted by whatever means (including under guarantees, indemnities, acceptance, credits, deposits, hire-purchase and leasing).

xii. "Material Adverse Effect" means the effect or consequence of any event or circumstance which is or is likely to be: (a) adverse to the ability of the Borrower/s or any person to perform or comply with any of their respective obligations under the Loan Terms in accordance with their respective terms; or (ii) prejudicial to any of the businesses, operations or financial condition of the Borrower/s or of any person who is party to any Transaction Document.

xiii. "Person(s)" includes an individual, corporation, partnership, joint venture, association of persons, trust, unincorporated organisation, government (central, state or otherwise), sovereign state, or any agency, department, authority or political subdivision thereof, international organisation, agency or authority (in each case, whether or not having separate legal personality) and shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being.

xiv. "RBI" means Reserve Bank of India.

xv. "Term Premium" means the percentage rate per annum decided by the Bank from time to time and announced/notified by the Bank

from time to time as its term premium rate.

xvi. "Transaction Documents" include all writings and other documents executed or entered into, or to be executed or entered into, by the Borrower/s or, as the case may be, any other person, in relation, or pertaining, to the Facility and each such Transaction Document as amended from time to time.

1.B. In these Standard Terms, unless the contrary intention appears:

(a) a reference to:

an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly;

"assets" include all properties whatsoever both present and future, (whether tangible, intangible or otherwise) (including intellectual property and intellectual property rights), investments, cash-flows, revenues, rights, benefits, interests and title of every description;

an "authorisation" includes an authorisation, consent, clearance, approval, permission, resolution, licence, exemption, filing and registration;

"encumbrance" includes a mortgage, charge, lien, pledge, hypothecation, security interest or any lien of any description whatsoever.

"law" includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of signing/submission of the Application Form or thereafter and each as amended from time to time.

(b) the singular includes the plural (and vice versa);

(c) the headings in these Standard Terms are inserted for convenience of reference only and are to be ignored in construing and interpreting the Loan Terms;

(d) reference to the words "include" or "including" shall be construed without limitation;

(e) reference to a gender shall include references to the female, male and neuter genders;

(f) all approvals, permissions, consents or acceptance required from ICICI Bank for any matter shall require the "prior", "written" approval, permission, consent or acceptance of ICICI Bank;

(g) in the event of any disagreement or dispute between ICICI Bank and the Borrower/s regarding the materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of ICICI Bank as to the materiality of any of the foregoing shall be final and binding on the Borrower/s.

Note: All capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them under the Application Form.

FACILITY AND DISBURSEMENT

3. The Facility shall, as per the request of the Borrower/s (or any person as authorised by the Borrower/s), be disbursed by ICICI Bank to the Borrower/s and/or to such Person(s) as specified/directed in the Application Form or, in case of the Overdraft Facility provided as a limit in the Account to be drawn by the Borrower/s from time to time, provided however that the aggregate principal amount(s) disbursed/availed from the Account under the Facility shall, at no time, exceed the Overall Limit. All such handing over / disbursal of the amount of the Facility to such Person(s) as may be directed by the Borrower/s shall be deemed to be disbursements made to the Borrower/s and shall not affect the obligations of the Borrower/s to ICICI Bank. ICICI Bank shall not be liable once such disbursement/s has been made to such Person(s) and the Borrower/s authorise ICICI Bank for such purpose. Requests from time to time for disbursement(s) / withdrawals of the Facility (or tranches thereof) shall be made by the Borrower/s (or by any person authorised on its behalf) in writing to ICICI Bank in such form and manner as may be prescribed by ICICI Bank from time to time. ICICI Bank may, at the request of the Borrower, make / allow disbursements / draws under the Facility by cheques / pay orders / authorisations / card and/or any other mode as may be specified / acceptable to ICICI Bank. When the Facility is disbursed / drawn through card, then there shall not be any other mode of disbursement / drawal and the Borrower/s shall comply with the terms and conditions in connection with such card shall be in addition to the Loan Terms. The usage of the card by the Borrower/s shall be deemed to be acceptance of the terms and conditions pertaining to such card. Upon termination of the Facility, the facility in relation to card shall stand withdrawn / cancelled and vice versa, unless otherwise agreed to by ICICI Bank.

The Loan Terms / Transaction Documents shall be operative for the balance from time to time due by the Borrower to ICICI Bank in the Account relating to the overdraft Facility and such 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 and the Transaction Documents will continue to be operative and unaffected until such overdraft Facility are terminated and all monies in respect thereof are repaid in full to ICICI Bank.

4. Once the Application Form / any annexure or any document(s) submitted by the Borrower/s is accepted by ICICI Bank, the Borrower/s shall not be entitled to cancel the Facility or refuse to accept disbursement of / make draws under the Facility, except with approval of ICICI Bank and payment to ICICI Bank of such cancellation or foreclosure charges as may be stipulated by ICICI Bank.

5. The Borrower/s shall be liable to pay interest on the Facility, and each tranche(s) or portion disbursed / withdrawn from the Account, at the rate and on the date(s) specified in the Application Form. With respect to overdraft Facility, interest shall be calculated on the daily debit balance in the Account with such rests as specified in the Application Form and as per guidelines of RBI. Provided that the interest payable by the Borrower/s shall be subject to the changes in interest rates made by RBI from time to time. ICICI Bank shall be entitled to give effect to any revision of interest rates, whether upwards or downwards, on all existing advances/financial assistances as per the RBI guidelines/directives. ICICI Bank shall also be entitled to revise the rate(s) of interest / charges from time to time during the tenure of the Facility. Any such changes in the rate of interest shall be intimated to the Borrower/s and shall be binding upon the Borrower/s and the Borrower/s shall not be entitled to dispute or question the same on any ground whatsoever.

6. In cases where the Facility applied for is for the purchase of the Asset(s), the Borrower/s shall, prior to and as a condition for disbursement of the Facility by ICICI Bank, provide ICICI Bank with documents evidencing the payment of Borrower/s contribution towards the purchase of the Asset(s), if any, as specified in the Application Form. If any of such amounts continue to remain unpaid by the Borrower/s after the disbursement of the Facility by ICICI Bank, ICICI Bank shall be entitled, as agent/attorney of the Borrower/s, to cancel or rescind the Borrower/s' order/booking for the Asset(s) with the relevant manufacturer/seller/ dealer/supplier and to collect the refund of the booking price (after any deductions that may be made by the manufacturer/dealer/seller/supplier) and adjust the same against any monies that may be due or payable by the Borrower/s to ICICI Bank.

7. The Borrower/s shall be solely liable to bear any increases in the price of the Asset(s) and/or the costs of insuring or registering the Asset(s).

PAYMENT, PREPAYMENT AND OTHER CHARGES

8. The Borrower/s shall repay / pay the Facility and all interest and other charges thereon to ICICI Bank in the manner and on the Due Date(s), as specified in the Application Form (time being of the essence of the contract). ICICI Bank shall be entitled to vary/modify the terms of repayment of each tranche / instalment/s (including increases in the amount of one or more tranches / instalment/s / period of repayment) in the event of changes / variations to the interest rate on the Facility. Where the repayment of the Facility and interest thereon is being made in emis, then the expression "instalments" shall comprise of both the principal amount of the Facility and interest thereon.

9 . The Borrower/s may repay / pay the tranches / instalments and other monies in respect of the Facility through any one of the methods as selected by the Borrower/s in the Application Form or as may be required by ICICI Bank. The modes of payment could be – post dated cheques ("PDC method") / Electronic Clearing System (Debit Clearing) as notified by RBI ("Direct Debit Method") / by deduction from the Borrower's salary ("Salary Debit Method") / by directly paying amounts to ICICI Bank ("Direct Payment Method"). ICICI Bank may, in its sole discretion, require the Borrower/s to adopt or switch to any alternate mode of payment and the Borrower/s shall comply with such request, without demur or delay or protest. The method for payment as selected by the Borrower/s in the Application Form or the mandates given by the Borrower/s under any payment mode cannot be cancelled or revoked by the Borrower/s without prior consent of ICICI Bank. If the Borrower/s cancels or revokes (or attempts to cancel or revoke) such mandates without the prior consent of ICICI Bank, such acts of the Borrower/s shall be deemed to have been committed with a criminal intent and ICICI Bank shall be entitled to initiate appropriate criminal proceedings against the Borrower/s.

10. Notwithstanding anything contained in the Loan Terms or the Transaction Documents, and irrespective of the mode of payment selected by the Borrower/s in the Application Form, upon any default by the Borrower/s in payment/repayment of one or more instalments/tranches on the Due Date pertaining to the Facility or any non-realisation of the instalments on the Due Date by ICICI Bank, ICICI Bank shall be entitled, without prejudice to its other rights under the Loan Terms, to present and/or re-present the post-dated cheques, if any, issued by the Borrower/s in favour of ICICI Bank in connection with the Facility. Irrespective of the mode of payment/repayment selected by the Borrower/s in the Application Form, ICICI Bank shall, as it may deem appropriate and necessary, be entitled to require the payment/repayment and/or collection of the instalments/tranches and all other amounts comprising the Borrower/s' Dues as expressed in the Application Form, or the post dated cheques, if any, submitted by the Borrower/s, by means of the RBI's electronic clearing system (debit), by itself or through such other person permitted for the same, instead of and in lieu of presenting / re-presenting such post dated cheques, if any, issued by the Borrower/s in favour of ICICI Bank or utilizing any other mode or manner of payment or repayment of the instalments and all other amounts comprising the Borrower/s' Dues, provided that such right of ICICI Bank shall be without prejudice to its other rights under the Loan Terms (including the right to re-present the post dated cheques), in case of any failure to receive the instalments/tranches or any other amounts due, through the electronic clearing system (debit) for any reason whatsoever.

11. The Borrower/s shall at all times maintain sufficient funds in its bank account/s to ensure that the cheques or post-dated cheques, if any, issued by the Borrower/s are not dishonoured and the payment/repayment of instalments/tranches are received /realised by ICICI Bank before the applicable Due Date(s).

12. Notwithstanding the mode of repayment/payment selected by the Borrower/s in the Application Form, the Borrower/s shall continue to remain at all times liable and responsible for ensuring the payment/repayment of all instalments/tranches and all other monies in respect of the Facility to ICICI Bank on or before the relevant Due Date(s) without any further notice/intimation being given by ICICI Bank and all such amounts payable by the Borrower/s to ICICI Bank shall be paid, at such place/s as ICICI Bank may specify, without any deductions whatsoever so as to enable ICICI Bank to fully realise the amounts due on or before the respective Due Date(s). Credit for payments by any method will be given only on realisation or on the relative Due Date(s) whichever is later. The acceptance by ICICI Bank of any payment which is less than the full instalment/tranche or other amounts due and owing at such time shall not constitute a waiver of ICICI Bank's right to receive payment in full at such time or at any subsequent time or a waiver of any other rights whatsoever of ICICI Bank under the Loan Terms.

13. The Borrower/s shall not be entitled to cancel or issue stop-payment instructions with respect to the post-dated cheques for so long as the Facility (or any part of the Borrower/s' Dues) is outstanding and any such acts of the Borrower/s shall be deemed to have been committed with an intention to cheat ICICI Bank and avoid prosecution under the Negotiable Instruments Act, 1881, and ICICI Bank shall

be entitled to initiate appropriate criminal proceedings against the Borrower/s.

14. The Borrower/s shall promptly replace the post-dated cheques and/or the mandates, agreements and/or other documents executed for payment of any amounts in respect of the Facility and issue fresh post-dated cheques, mandates, agreements and/or other documents in lieu thereof to the satisfaction of ICICI Bank, if ICICI Bank is facing any difficulty/inconvenience/impediment for any reason whatsoever in presenting such cheques / issuing debit instructions or if required at any time by ICICI Bank at its sole discretion.

15. The Borrower/s may, subject to prior approval by ICICI Bank, be permitted to swap/ exchange the post-dated cheques issued to ICICI Bank with alternate post-dated cheques drawn on another bank (as approved by ICICI Bank) subject to payment to ICICI Bank of the "cheque swap" charges as specified in the Application Form.

16. Where the Facility, and/or any tranche/instalment thereof, is repayable on a specific Due Date as specified in the Application Form, the Borrower/s shall not, except with the prior approval of ICICI Bank (which approval may be given subject to such terms and conditions as may be stipulated by ICICI Bank including payment of prepayment charges), be entitled to prepay the outstanding principal amount of the Facility (or any tranche/instalment thereof) together with all outstanding interest and other charges and monies payable thereon in full or in part, before the specified Due Date/s. Provided however that the Asset(s) shall be released to the Borrower/s only upon full and final payment of all the Borrower/s' Dues (or such tranche, for which the Asset(s) is / are provided as security) to ICICI Bank. Any such prepayment shall take effect only after full and satisfactory repayment of the Facility and all monies in respect thereof to ICICI Bank.

17. The payment of the instalments / repayment of the tranches shall commence and continue as specified in the Application Form irrespective of any non-delivery/delayed-delivery of the Asset(s), and whether or not the Asset(s) are defective or not working or under repair, and any dispute/difference whatsoever between any parties in relation to the Asset(s) shall not entitle the Borrower/s to withhold or delay payment/repayment of any instalment/tranche or other sum.

18. If the Borrower/s default/s in making payment of any amounts comprising the Borrower/s' Dues to ICICI Bank on the respective Due Date(s), the Borrower/s shall be liable to pay further interest at the rate specified in the Application Form (plus applicable taxes or other statutory levy) on all such outstanding/unpaid amounts from the relevant Due Date(s) till the date of payment of such entire amount. Provided that ICICI Bank may from time to time in accordance with ICICI Bank's policy suitably and prospectively be entitled to revise the rate of further interest. Such interest will be computed from the respective Due Date(s) till repayment / payment thereof to ICICI Bank and shall become payable upon the footing of compound interest with monthly rests or such other rests as may be prescribed by ICICI Bank from time to time. The Borrower acknowledges and confirms that the rate(s) of further interest / interest applicable to defaults is reasonable and that it represents genuine pre-estimates of the loss expected to be incurred by ICICI Bank in the event of non payment of monies by the Borrower / default by the Borrower.

19. Interest and further interest shall accrue from day to day and shall be computed on the basis of 365 days a year and the actual number of days elapsed. Interest on the outstanding amounts under the relevant Facility / other charges when debited to the Account by ICICI Bank, shall be calculated on the daily debit balance of such Account.

20. If the Due Date in respect of any amounts payable in respect of the Facility under the Loan Terms falls on a day which is not a Business Day at the place where the payment is to be made, the immediately preceding Business Day shall be the Due Date for such payment.

21. The Borrower/s shall bear all interest tax, service tax, all other imposts, duties (including stamp duty and relevant registration and filing charges and taxes (of any description whatsoever) as may be levied from time to time by the Government or other authority and all other costs and expenses whatsoever (including but not limited to any costs and expenses incurred by ICICI Bank) in connection with/on (a) the application for, and the grant and repayment / payment of, the Facility and all monies in respect thereof, (b) the Application Form, Loan Terms and/or any Transaction Document, (c) recovery and realisation of the Borrower/s' Dues, (d) the creation, enforcement and realisation of the security (including taking possession of, maintaining, storing and selling/transfer/encashment of the Asset(s)), (e) repairing of the Assets(s) and clearance of arrears of all taxes and any other charges and levies payable to the Government in respect of the Asset(s), (f) inspections, (g) insuring the Asset(s), (h) land revenue and (i) ICICI Bank's advocate's fees and expenses for any of the above. The Borrower/s shall also pay / reimburse ICICI Bank for all and any losses, damages, costs, charges, claims, expenses and liability of any kind or nature whatsoever (including but not limited to any stamp duty, other duties, taxes, charges and penalties and/or any increases in costs to ICICI Bank by reason of any change in law, or in its interpretation or administration, under/in relation to the Application, the Loan Terms and the security, if any, to be created by the Borrower/s) suffered, sustained or incurred by ICICI Bank in connection with any of the above matters if and when the same is required to be paid according to the laws for the time being in force.

In the event of the Borrower/s failing to pay the monies referred to above, ICICI Bank shall be at liberty (but shall not be obliged) to pay the same. The Borrower/s shall reimburse all sums paid by ICICI Bank in accordance with the provisions contained herein. The Borrower/s shall reimburse all sums paid and/or expenses incurred by ICICI Bank (including by or on behalf of their representatives / consultants / appraiser) in relation to the Facility within 7 days from the date of notice of demand from ICICI Bank. All such sums shall carry interest from the date of payment till such reimbursement at the rate of further interest specified in the Application Form.

22. All payments by the Borrower/s in connection with the Facility shall be made free and clear of and without any deduction, except to the extent that the Borrower/s is required by law to make payment subject to any tax deduction at source under applicable laws. Provided that, all taxes required by law to be deducted by the Borrower/s from any amounts paid or payable under the Loan Terms including but not limited to interest, further interest, commission, discount, service and other charges and fees, shall be paid by the Borrower/s and the Borrower/s shall, within the statutory time frame prescribed under law or 20 days of the payment/deduction being made, whichever is earlier, deliver to ICICI Bank satisfactory evidence in accordance with the prevailing tax laws as may be amended

from time to time, that the tax has been deducted at source and duly remitted to the appropriate authority. Acceptance by ICICI Bank of any payment which is less than the amounts due and owing at such time shall not constitute a waiver of ICICI Bank's right to receive payment in full at such time or at any subsequent time or a waiver of any other rights whatsoever of ICICI Bank under the Loan Terms.

23. Notwithstanding any of the provisions of the Indian Contract Act, 1872 (or any other statutory modification or re-enactment thereof) or any other applicable law, or any terms and conditions to the contrary contained in the Loan Terms and/or the Transaction Documents, ICICI Bank may, at its absolute discretion, appropriate any payments made by the Borrower/s in accordance with the Loan Terms and/or the Transaction Documents and any amounts realised by ICICI Bank by enforcement of security or otherwise, towards the dues payable by the Borrower/s to ICICI Bank under the Loan Terms and/or any other agreements whatsoever between the Borrower/s and ICICI Bank and in any manner whatsoever. Notwithstanding any such appropriation by ICICI Bank towards settlement of any dues payable by the Borrower/s to ICICI Bank under any other agreements between the Borrower/s and ICICI Bank, the Borrower/s shall continue to remain liable to ICICI Bank for all outstanding/remaining amounts comprising the Borrower/s' Dues. All accounts of sale, surrender, disposal or realisation of the Asset(s) offered as security / secured rendered by ICICI Bank shall be conclusive of all matters contained therein.

24. The Borrower/s shall reimburse all sums paid and/or expenses incurred by ICICI Bank (including by or on behalf of their representatives / consultants / appraiser) in relation to the Facility within 7 Business Days from the date of notice of demand from ICICI Bank. All such sums shall carry interest from the date of payment till such reimbursement at the same rate as is specified in Application Form as applicable for defaults and, together with the aforesaid interest, may be debited to the relevant account of the Facility.

25. Unless otherwise stipulated in the Loan Terms / Transaction Documents, all monies payable by the Borrower/s to ICICI Bank shall be paid into the account through which the Borrower/s was allowed the operation of the Facility or to such other account(s) as ICICI Bank may notify to the Borrower or by cash, telegraphic, telex or mail transfer or by cheque/bank draft drawn in favour of ICICI Bank on a scheduled bank and shall be so paid as to enable ICICI Bank to realise, at par, the amount on or before the relative Due Date. Credit for all payments by cheque/bank-draft will be given only on realisation or on the relative Due Date, whichever is later.

THE ASSET(S)

26. The Borrower/s shall be solely and exclusively responsible for the quality, value, condition, fitness and performance of the Asset(s) and for getting/ensuring delivery of the Asset(s) from the manufacturer/dealer/seller/supplier, as the case may be, and ICICI Bank shall not be liable or responsible for any delay in delivery (or non-delivery) of the Asset(s) or any demurrage cost or for any defect or variation in the quality, condition or fitness or performance of the Asset(s) or any guarantees or warranties given by the manufacturer/dealer / seller / supplier in respect thereof. Where full details of the Asset(s) (such as engine number/chassis number / serial number, registration number, etc., as required to be specified in the Application Form) is/are not available at the time of submitting the Application Form, the Borrower/s shall furnish all such details of the Asset(s) to ICICI Bank, in such format as specified by ICICI Bank, within 3 (three) days of delivery of the Asset(s) or receipt of such details (such as registration number of vehicles) from the appropriate authority. ICICI Bank shall not be liable for, or bound by, any representations or warranties, whatsoever made by manufacturer /dealer /seller /supplier in respect of the Asset(s) or any agent of such manufacturer/dealer/seller.

Where the Asset(s) is/are motor vehicles (as defined under the Motor Vehicles Act) or any other machinery, equipment or item requiring registration under any law for the time being in force, the Borrower/s shall, within 10 days from the date of approval of the Application Form or delivery of the Asset(s) (whichever is earlier), have such Asset(s) registered with the appropriate Registering Authority, and submit a certified copy of the Registration Certificate to ICICI Bank. In event such Asset(s) is offered as security to ICICI Bank, the registration of the Asset(s) with the relevant Authority should be made clearly indicating the fact that such Asset(s) is/are exclusively charged in favour of ICICI Bank. Wherever required/applicable (such as in the case of commercial vehicles/vehicles-for-hire), the Borrower/s shall also obtain all necessary permissions/licences from the concerned authorities for plying/using the Asset(s) across/in the State or area in which such Asset(s) is/are registered.

27. Where the Facility has been availed of for foreclosing an existing loan against any Asset(s) and where the Asset(s) needs to be registered with any Authority under any law for the time being in force, then the Borrower/s shall within 7 days from disbursement of the Facility get the previous charge removed from the Asset(s)' certificate and/or the records of the appropriate registering authority and have the Asset(s) re-registered with such Registering Authority. In the event such Asset(s) is offered as security to ICICI Bank, the registration of the Asset(s) with the relevant Authority should be made clearly indicating the fact that such Asset(s) is/are exclusively charged in favour of ICICI Bank. The Borrower/s shall forthwith deliver a certified copy of the Registration certificate (with necessary endorsement, as the case may be) to ICICI Bank.

28. In the event any security is created in favour of ICICI Bank on the Asset(s) comprising of motor vehicles and/or any movable items / equipment, the Borrower/s shall, if required by ICICI Bank, affix a plates/sticker on the Asset(s), indicating the fact of charge of the Asset(s) in favour of ICICI Bank, which such plate/sticker shall be constantly affixed on the Asset(s) for as so long as any portion of the Borrower/s' Dues remains outstanding from the Borrower/s to ICICI Bank.

29. Where the Asset(s) is/are in the nature of crops at any time standing or to be raised on the lands which are in lawful possession of the Borrower/s and/or the Borrower/s are entitled to engage in agricultural operations on the lands (including the whole and entire crops which the Borrower/s at any time cultivate/raise and/or sow/grow on the aforesaid lands or which the Borrower/s may sow, grow,

raise and/or cultivate on the aforesaid lands, cut or stock or store or in the course of transit or delivery, any seeds, harvested crops, and/or any sale proceeds thereof) and/or any tools, equipments, fixtures, machines, tractors, tillers, tubewells, motors and any other moveable properties connected with or related to the growing, harvesting, storing or transporting of the crops :

(a) The Borrower/s shall give prior written notice of the harvest to ICICI Bank and comply with all the instructions that ICICI Bank may choose to give for harvesting.

(b) The Borrower/s shall hold the crops before, at and after harvest, and the other crop Asset(s) as aforesaid in trust for and as agent of ICICI Bank until full repayment of all the Borrower/s' Dues to ICICI Bank. The Borrower/s shall deal with and dispose off the crops in the manner instructed by and under the supervision and control of ICICI Bank, its agents, officers or nominees. The Borrower/s shall at all times keep the crops and the other crop Asset(s), insured against loss or damage by fire and other risks as may be required by ICICI Bank and shall deliver to the Bank such policies. It shall be also lawful for but not obligatory upon ICICI Bank to insure the crops or the other crop Asset(s) by debit to the Borrower/s Account(s). The proceeds of any such insurance shall, at the discretion of ICICI Bank be applied towards replacement of the crops or the other aforesaid Asset(s) or towards the satisfaction of the Borrower/s' Due to ICICI Bank .

(c) The Borrower/s have agreed to supply their crop to, and/or shall avail of the technical services/aids/inputs required for raising the crop from only the supplier(s)/intermediary/buyer(s)/output procurer(s) indicated by the Borrower/s to ICICI Bank. ICICI Bank shall, at the request of the Borrower/s, handover the disbursements under the Facility or debit the Account towards making payments to the buyer(s)/intermediary/supplier(s)/output procurer(s) of cost of the inputs supplied to the Borrower/s by them by debiting the Account. ICICI Bank is irrevocably authorised to collect all payments towards the Borrower/s Dues / all amounts payable to the Borrower/s by the intermediary/supplier(s)/buyer(s)/output procurer(s) directly from such intermediary/buyer(s)/supplier(s)/output procurer(s), and to pay the Borrower/s the balance after adjusting all amounts payable to ICICI Bank. The Borrower/s shall authorise the aforesaid intermediary, etc. to remit the amounts payable by such intermediary, etc. directly to the Borrower/s' account with ICICI Bank and/or deduct the amounts payable to ICICI Bank and remit the same directly to ICICI Bank. Balance amounts, if any, only shall be handed over to the Borrower/s. The Borrower/s shall obtain suitable confirmations from the intermediary in a form and manner satisfactory to ICICI Bank in this regard.

30. Where the Asset(s) is/are in the nature of all receivables due to the Borrower/s in relation to the arrangement between the Borrower/s and the intermediary regarding rearing of poultry and/or in the nature of poultry, and/or any equipment, tools, fixtures, machines, tractors, tillers, tube wells, motors and any other moveable properties connected with or related to the rearing, storing or transporting of the birds, to secure the due performance of the Borrower/s' obligations (hereinafter referred to as "the poultry assets" for the purpose of this clause) :

(a) The Borrower/s shall not, without previous permission in writing of ICICI Bank, deal or otherwise part with the birds/eggs, save and except as contemplated in the arrangement between the Borrower/s and intermediary. The Borrower/s shall comply with and duly perform all their obligations under the aforesaid arrangement. The Borrower/s shall ensure that the intermediary pays the growing charges/receivables directly to ICICI Bank. ICICI Bank is authorised to collect all such charges / receivables directly from the intermediary.

(b) The Borrower/s shall safeguard, diligently manage and attend to raising the birds/eggs and shall do everything that is necessary to preserve, protect and rear the birds/eggs. The Borrower/s shall keep ICICI Bank informed of the true condition of the birds/eggs. ICICI Bank shall be entitled to inspect the birds/eggs from time to time at the costs and expenses of the Borrower/s. The Borrower/s shall punctually pay all the land revenue, taxes and other outgoings in respect of the land and premises wherein the birds/eggs are stored and shall keep the lands free from distress and encumbrances.

(c) The Borrower/s shall give prior written notice of the delivery of the birds/eggs to intermediary and further agrees to obey all the instructions that ICICI Bank may choose to give in this connection.

(d) The Borrower/s shall deal with and dispose off the birds in the manner instructed by and under the supervision and control of ICICI Bank, its agents, officers or nominees. The Borrower/s shall at all times keep the land and premises on which the birds are being reared/housed, insured against loss or damage by fire and other risks as may be required by ICICI Bank and shall deliver to ICICI Bank such policies. It shall be also lawful for but not obligatory upon ICICI Bank to insure the birds /eggs or the other poultry assets and/or premises/land or any other security by debit to the Borrower/s' Account(s). The proceeds of any such insurance shall, at the discretion of ICICI Bank be applied towards the satisfaction of the Borrower/s' Dues to ICICI Bank.

(e) The Borrower/s have agreed to rear and supply the birds/eggs to, and to avail of the technical services/aids/inputs required for raising the bird/collecting eggs from the intermediary in terms of the arrangement between the Borrower/s and intermediary. ICICI Bank/ intermediary / ICICI Bank's officers or authorised persons are/is irrevocably authorised to collect all payments towards the Borrower/s dues/all amounts payable to the Borrower/s by the intermediary / directly from such intermediary / and to pay the Borrower/s the balance after adjusting all amounts payable to ICICI Bank. The Borrower/s shall authorise the aforesaid intermediary, etc. to remit the amounts payable by such intermediary, etc. directly to the Borrower/s' account with ICICI Bank and/or deduct the amounts payable to ICICI Bank and remit the same directly to ICICI Bank. Balance amounts, if any, only shall be handed over to the Borrower/s. The Borrower/s shall obtain suitable confirmations from the intermediary in a form and manner satisfactory to ICICI Bank in this regard.

31. Where the Asset(s) is/are (i) all milch animals and/or all milking machinery and all other properties purchased out of the proceeds of the Facility including any sale proceeds thereof, any insurance amounts, compensation, any tools, equipments, fixtures, machines, tubewells, motors and any other moveable properties of the Borrower/s in this connection and/or (ii) all amounts receivable by the Borrower/s in respect of the milk supplied by the Borrower/s, including any interest payable thereon or in respect thereof, payable/required to be paid by the intermediary and/or any other person or body:

(a) The Borrower/s shall ensure that the receivables are paid to ICICI Bank towards satisfaction of the Facility. ICICI Bank / their representative are irrevocably authorised to receive payment of all amounts in respect of milk supplied/sold to the intermediary

. By executing the Application Form, the Borrower/s shall be deemed to have given the intermediary irrevocable authorization to pay the receivables to ICICI Bank towards satisfaction of the Borrower/s' Dues, and to have irrevocably authorised ICICI Bank to collect the aforesaid receivables and adjust the same towards satisfaction of the Facility.

- (b) The Borrower/s shall punctually pay all the land revenues, taxes and other outgoings in respect of the lands and premises wherein the Asset(s) are stored/kept and shall keep the said lands free from distress and encumbrances.
- (c) The Borrower/s have agreed to supply the milk to the intermediary. ICICI Bank/ intermediary / ICICI Bank's officers or authorised persons are/is irrevocably authorised to collect all payments towards the Borrower/s dues/all amounts payable to the Borrower/s by the intermediary / directly from such intermediary / and to pay the Borrower/s the balance after adjusting all amounts payable to ICICI Bank. The Borrower/s shall authorise the aforesaid intermediary, etc. to remit the amounts payable by such intermediary, etc. directly to the Borrower/s' account with ICICI Bank and/or deduct the amounts payable to ICICI Bank and remit the same directly to ICICI Bank. Balance amounts, if any, only shall be handed over to the Borrower/s. The Borrower/s shall obtain suitable confirmations from the intermediary in a form and manner satisfactory to ICICI Bank in this regard.
- (d) The Borrowers/ agree not sell the milch animals and/or milking machinery and all other properties purchased out of the proceeds of the Facility during the currency of the Facility.

32. The Asset(s) shall, so long as the Facility or any part thereof is outstanding to ICICI Bank, be subject to the charge/security created/to be created in favour of ICICI Bank if and as and when required by ICICI Bank. The Borrower/s shall duly use, operate and keep the Asset(s) in sound working and repair condition under the Borrower/s' own possession and control and the Borrower/s shall not enter into any agreement/ arrangement whatsoever with any person, body or authority for the use, transfer or disposal of the Asset(s). Wherever required by ICICI Bank, the Borrower/s shall arrange for/enter into annual maintenance contracts with the manufacturers/suppliers of the Asset(s) to the satisfaction of ICICI Bank and shall keep such maintenance contracts renewed and subsisting for as long as any amounts remain due and payable to ICICI Bank. The Borrower/s will not part with the possession, give on hire, lease, leave and license or conduct any arrangement or otherwise deal with the Asset(s) or any part thereof without prior consent of ICICI Bank. The Borrower/s shall arrange to ensure proper storage and maintenance of the Asset(s) to protect its/their market value. The Borrower/s shall keep ICICI Bank informed of the true condition of the Asset(s). Whenever required by ICICI Bank, the Borrower/s shall do everything necessary for transferring to and effectively vesting in ICICI Bank or any of its officers/its agents/representatives or nominees, title to the Asset(s).

33. The Borrower/s shall keep the Asset(s) free from any and all liens, charges and encumbrances whatsoever, save and except for the first and exclusive charge created/to be created in favour of ICICI Bank if and as and when required by ICICI Bank, and the Borrower/s shall not hypothecate, mortgage, pledge, charge, encumber, sell, assign, transfer, hire, lease, dispose or let out or otherwise part with possession of the Asset(s) in any manner whatsoever. Where the Asset(s) or any portions thereof, is/are sold or disposed off by the Borrower/s, with prior permission of ICICI Bank, the sale value of such Asset(s) shall be paid forthwith to ICICI Bank towards repayment / payment of the Facility and all amounts in respect thereof.

34. Any such direct or indirect agreement/ arrangement, lien, charge, encumbrance, hire, lease, transfer or parting with possession of the Asset(s), as referred to in the clauses above, shall be deemed to be an act of criminal breach of trust and cheating by the Borrower/s and ICICI Bank shall be entitled in such circumstances, without any prejudice to the other rights of ICICI Bank under law and/or the Loan Terms, to initiate appropriate criminal proceedings against the Borrower/s.

35. Where the Asset(s) is/are motor vehicle(s) or movables/equipment generally fixed / kept in one place / area, the Borrower/s shall take consent from ICICI Bank if the said Asset(s) is/are proposed to be removed/taken outside the territorial borders of the State in which the Asset(s) is registered or removed or taken out of the address/location as specified in the Application Form at/in which such Asset(s) was to be kept, fixed or stored as specified, on a permanent basis or for a continuous period of more than 60 days.

36. The Borrower/s shall permit ICICI Bank (and any of its representatives), at all times, to inspect, view and examine the state and condition of the Asset(s) and/or the documents relating thereto. The Borrower/s shall also, if required by ICICI Bank, produce the Asset(s) and/or the documents relating thereto for inspection to ICICI Bank (and/or its representatives) at such place designated by ICICI Bank (and/or its representatives) at the Borrower/s sole cost and expense. Wherever required or necessary in the opinion of ICICI Bank, the Borrower/s shall obtain all required permissions and consents as are required by ICICI Bank (or any of its representatives) for entering into the place where the Asset(s) is/are stored/fixed/kept or for inspecting the Asset(s).

37. The Borrower/s shall comply with all laws, rules and regulations (statutory or otherwise) relating to the Asset(s) and its use and shall obtain, and keep effective at all times, all necessary insurance, licenses, registrations, permissions, approvals and consents for the storage, use and operation of the Asset(s). In cases where the Asset (s) is/are to be imported, the Borrower/s shall obtain all necessary import licenses and all necessary information regarding the final quote, eligibility, scope and validity of import of the Asset(s) under the Open General License and shall from time to time promptly notify ICICI Bank of all changes in import policy, eligibility criteria and scope of imports affecting the import of the Asset(s).

INSURANCE

38. The Borrower/s shall, for so long as any portion of the Borrower/s' Dues is outstanding/payable to ICICI Bank, fully insure, and keep the Asset(s) so insured, at its own costs. Where required by ICICI Bank, the Asset(s) shall be insured in the joint names of the Borrower/s and ICICI Bank, with the name of ICICI Bank recorded as 'the Loss Payee' in such insurance policy/ies. Such insurance required to be taken by the Borrower/s for the Assets) shall be standard comprehensive package policies covering: (a) all comprehensive risks, including but not limited to fire, riots, civil commotion, floods and such additional risks/liability to which the Asset(s) is/are normally exposed, (b) unlimited third party liability risks, where applicable and other risks as may be required by ICICI Bank. The Borrower/s shall forthwith upon taking/renewing any such insurance policies furnish true copies of such insurance policy/ies

to ICICI Bank to confirm having complied with this obligation.

39. In the event of any failure by the Borrower/s to obtain such insurance policies and/or to furnish proof of the same to ICICI Bank, ICICI Bank may (but shall not be bound to) insure the Asset(s) at the Borrower/s' cost. If ICICI Bank pays the insurance premium, or any other monies, for/towards the insurance of the Asset(s), the Borrower/s shall reimburse all such sums paid by ICICI Bank.

40. In the event of any loss or damage to the Asset(s) due to any accident, the first claim on any insurance proceeds shall be that of ICICI Bank, which proceeds shall be applied by ICICI Bank towards the Borrower/s' Dues in terms hereof or such other manner as deemed fit by ICICI Bank. Further, and in the event of any total loss/damage to the Asset(s), if the claim amount settled by the insurance company is less than the total Borrower/s' Dues outstanding and payable by the Borrower/s, the Borrower/s shall immediately pay all the balance outstanding amounts of the Borrower/s' Dues to ICICI Bank. ICICI Bank is irrevocably authorised and entitled at its sole discretion to act on the Borrower/s' behalf, at the Borrower/s sole risk and cost, and to take all necessary steps, actions and proceedings as ICICI Bank deems fit to safeguard its interests: (i) to adjust, settle, compromise or refer to arbitration any dispute arising under or in connection with any insurance and such adjustment, settlement, compromise and any award made on such arbitration shall be valid and binding on the Borrower/s, and (ii) to receive all monies payable under any such insurance or under any claim made thereunder and to give a valid receipt therefor, and apply such proceeds in accordance with the terms hereof or such other manner as deemed fit by ICICI Bank.

41. The Borrower/s shall not be entitled to raise any claim against ICICI Bank in case ICICI Bank chooses not to take any action in relation to the insurance claims or proceedings and/or on the grounds that a larger sum or amount of claims/settlement might or ought to have been received or be entitled to dispute the liability of the Borrower/s for the balance amount of Borrower/s' Dues remaining due after such adjustment.

SECURITY

42. The Borrower shall create/cause to be created such security on such assets as are acceptable to ICICI Bank (including the Asset(s), any account/s and/or receivables of the Borrower/s and / or any other person/s acceptable to ICICI Bank), and/or cause such guarantee/s to be furnished, as may be considered appropriate by ICICI Bank, in favour of ICICI Bank / its trustees or agents, if and as and when required by ICICI Bank and in a form and manner satisfactory to ICICI Bank, as security for performance of its obligations including payment / repayment of the Borrower/s' Dues. Such security shall be created / guarantee/s furnished within such period as may be required by ICICI Bank and the Borrower/s shall comply with all formalities in relation to such creation of security / furnishing of guarantee/s to the satisfaction of ICICI Bank.

43. Security, if any, created by the Borrower/s in favour of ICICI Bank in connection with the repayment of the Borrower/s' Dues or compliance with its covenants and/or obligations under the Loan Terms, shall continue until the full payment of all monies due under/in respect of the Facility and until all covenants under the Loan Terms have been duly complied with by the Borrower and all obligation under the Loan Terms have been duly discharged by the Borrower/s. Further, ICICI Bank shall, without affecting the security interest created in favour of ICICI Bank in any form including pledge, have a lien on the securities / other assets like shares, units, bonds, insurance policy, gold ornaments / jewels, etc. (the "Securities") / Asset(s), placed by the Borrower/s with ICICI Bank from time to time during the tenure of the relevant Facility, irrespective of any other lien or charge, present or future.

The Borrower/s shall ensure that if so required by ICICI Bank, the Borrower shall secure such receivables as are acceptable to ICICI Bank (in a form and manner acceptable to ICICI Bank) and give appropriate instructions to the person(s) responsible for making payment to the Borrower/s to handover such receivables directly to ICICI Bank / deposit the aforesaid receivables in the account of the Borrower/s with ICICI Bank. ICICI Bank shall be entitled to deduct such amounts as are payable to ICICI Bank from such receivables and handover the balance if any to the Borrower/s. If so required, the Borrower/s shall instruct the aforesaid persons to remit the amounts directly to ICICI Bank and/or deduct the amounts payable to ICICI Bank and remit the same to ICICI Bank. Balance amounts if any will be payable to the Borrower/s. The Borrower/s shall procure and furnish suitable confirmation from the aforesaid person(s) to ICICI Bank.

44. The Facility amount shall not exceed an amount equal to the value of the Asset(s) provided as security as reduced by the applicable security margin as specified for such Asset(s) as specified in the Application Form or in the related security agreement/arrangement, if any, executed by the Borrower/s for creating security thereon. If at anytime the value of the Asset(s) secured in favour of ICICI Bank falls so as to create deficiency in the security margin requirement or if there is any excess amounts drawn over the Drawing Power, the Borrower/s shall immediately on intimation from ICICI Bank, furnish to/create in favour of ICICI Bank additional security over such assets (including, land, movables, securities, cash or such other security) which may be acceptable to ICICI Bank within 15 days of receipt of a notice in this regard, failing which ICICI Bank may in its discretion sell, dispose off or realize any or all the security created in favour of ICICI Bank without being liable for any loss or damage in the value realized thereby and also without prejudice to ICICI Bank's right to proceed against the Borrower for any balance / additional amounts that may be outstanding in respect of the Facility. The security, if any, which is already created in favour of ICICI Bank, and subsequently declared by ICICI Bank to be unacceptable shall nevertheless continue to be maintained in ICICI Bank's favour, unless it is released by ICICI Bank.

45. All monies, accretions, receipts, benefits or entitlements in respect of the Asset(s) / Securities shall also form part of the security created/to be created in favour of ICICI Bank without any further act or deed. If by error, or otherwise, any part of the Asset(s) / Securities or any monies, accretions, receipts, benefits or entitlements in respect thereof are paid to/come into the possession of the Borrower without the approval of ICICI Bank, the Borrower/s shall promptly deliver to and deposit with ICICI Bank, all such monies, accretions, receipts, entitlements, and benefits in respect of the Asset(s) / Securities and until the Borrower/s so deliver such monies, accretions, receipts, benefits or entitlements to ICICI Bank, the Borrower shall hold such monies, accretions, receipts, benefits or entitlements in trust for ICICI Bank. Any omission or failure by the Borrower for any reasons whatsoever to deliver and deposit such

monies, accretions, receipts, benefits or entitlements to ICICI Bank and/or any action taken/ permitted to be taken by the Borrower/s to sell or otherwise deal with the same or otherwise prejudice ICICI Bank's security over the same shall be deemed to have been committed/omitted with an intention to defraud ICICI Bank and ICICI Bank shall be entitled to initiate appropriate civil and criminal proceedings against the Borrower/s.

46. ICICI Bank shall be entitled to take such steps to have the Asset(s) / Securities sold, encashed, surrendered or realised without being liable for any loss or deficiency in the price or amounts realised thereof or being answerable for any decrease in the value of the security created in its favour. Such sale / encashment / surrender / realization shall be done by ICICI Bank in such manner as it may deem fit at its discretion and without being accountable to the Borrower in any manner whatsoever.

47. ICICI Bank shall not be liable for any loss or damage or diminution in value sustained / realised thereby or for any loss or diminution in value of, the securities on any account whatsoever by reason of exercise or non-exercise of any rights and remedies available to ICICI Bank as aforesaid. The Borrower/s shall also not be entitled to raise any claim against ICICI Bank on the grounds that a larger sum or amount might or ought to have been received from the Securities or be entitled to dispute the liability of the Borrower for the balance amount of Borrower/s' Dues remaining due after adjustment thereof in accordance with the provisions of the Loan Terms or the Transaction Documents.

ICICI Bank shall be entitled to sell the Asset(s) / Securities and set-off the realized amounts towards the Borrower/s' Dues and in the event of any shortfall, the Borrower shall pay / repay the same to ICICI Bank without any further act, deed or thing required to be done by ICICI Bank.

48. The Borrower/s shall not transfer or encumber the Asset(s) / Securities to any person in any manner whatsoever. ICICI Bank shall not, without approval of ICICI Bank, recognize any lien / encumbrance in favour of any other person.

49. ICICI Bank has no obligation to return the Asset(s)/Securities to the Borrower/s till such time all the Borrower/s' Dues are paid in full to ICICI Bank by the Borrower/s to the satisfaction of ICICI Bank.

50. ICICI Bank is irrevocably authorised and entitled at its sole discretion to act on the Borrower/s' behalf, at the Borrower/s' sole risk and cost, and to take all necessary steps, actions and proceedings as ICICI Bank deems fit to safeguard its interests and/or to enforce its security to receive all monies payable under or in respect of any of the Asset(s) / Securities or under any claim made thereunder and to give a valid receipt therefor, and apply such proceeds in accordance with the terms hereof or such other manner as deemed fit by ICICI Bank.

51. ICICI Bank shall be entitled, at the sole risk and cost of the Borrower/s, to engage one or, more person(s) to collect the Borrower/s' Dues and/or to enforce or realise any security provided by the Borrower/s, and ICICI Bank may (for such purposes) furnish to such person(s) such information, facts and figures pertaining to the Borrower/s, the security as ICICI Bank deems fit. ICICI Bank may also delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith, or incidental thereto, as ICICI Bank deems fit.

52. If the security offered is / are in the nature of fixed deposit(s) /recurring deposit (the "Term Deposit"), the following provisions shall apply; the person(s) who are placing the Term Deposit with ICICI Bank and offering the same as security are referred to as the "Depositors") :

(i) The Facility and all other monies in respect thereof may be, at the sole discretion of ICICI Bank, adjusted out of the maturity value of the Term Deposits . The Term Deposits shall be renewed by the Depositors for such further period(s) as may be deemed necessary / fit by ICICI Bank at such interest rates as may be payable as per the rules of ICICI Bank. The Depositors shall not close the Term Deposits / withdraw the amounts of the Term Deposits during the subsistence of the Facilities. ICICI Bank shall have a lien on the amounts of the Term Deposits as also any further deposits placed by the Depositors with ICICI Bank irrespective of any other lien or charge, present or future. ICICI Bank shall be entitled to set off amounts of all such Term Deposits towards the amounts in respect of the Facilities payable by the Borrower to ICICI Bank and in the event of any shortfall, the Borrower shall pay / repay the same to ICICI Bank without any further act, deed or thing required to be done by ICICI Bank.

(ii) The Depositors shall not transfer or encumber the Term Deposits in any manner whatsoever. ICICI Bank shall not recognize any lien / encumbrance in favour of any other person unless ICICI Bank has accorded its prior written consent for such lien and has also recorded the same in its records.

(iii) ICICI Bank has no obligation to pay the amount under the Term Deposits to the Depositors till such time all the amounts in respect of the Facility are paid in full to ICICI Bank by the Borrower to the satisfaction of ICICI Bank.

(iv) ICICI Bank has the authority to (without affecting ICICI Bank's general and legal rights of set off), at its sole discretion:

- (1) credit the periodical interest payable on the Term Deposits by ICICI Bank to the relevant account referred to in the Application Form;
- (2) appropriate the Term Deposits towards repayment / payment of all amounts in respect of the Facility;
- (3) effect premature payment of the Term Deposits at the rate of interest payable as per the rules of ICICI Bank and adjust / set off the proceeds towards dues under the Facility, upon occurrence of any Event of Default;
- (4) to discharge the deposit receipt/s / deposit receipt advices ("DRAs") / deposit confirmation advices ("DCAs"), if any, on behalf of the Borrower/s / Depositor and to treat the deposit receipt/s / DRAs / DCAs / MODs, if any, as discharged and delivered by the Borrower/s Depositors to ICICI Bank;
- (5) renew the Term Deposits for such period and on such terms as may be decided by ICICI Bank and to treat the renewed deposit receipt/s / DRAs / DCAs / MODs, if any, as discharged and delivered by the Borrower/s/ Depositors to ICICI Bank .

(6) wherever required convert the monies into Indian Rupees or other currencies based on the exchange rate offered by ICICI Bank on the day of such conversion.

The confirmations and authority stated above shall be operative for the balance due from time to time by the Borrower/s to ICICI Bank under the Facility irrespective of the Facility 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 shall continue unaffected until the Facility is / are terminated and all monies due thereunder are repaid in full to the satisfaction of ICICI Bank.

REPRESENTATIONS, WARRANTIES, CONFIRMATIONS AND COVENANTS

53. The entry into, delivery and performance by the Borrower/s of the transactions contemplated by the Loan Terms and the other Transaction Documents do not and shall not conflict with: (a) any law; (b) the constitutional documents, if any, of the Borrower/s; or (c) any document which is binding upon the Borrower/s or on any of its assets.

54. Except as disclosed to ICICI Bank in writing or unless otherwise permitted by ICICI Bank, there are no encumbrances subsisting or in existence on any of the Asset(s).

55. Except to the extent disclosed to ICICI Bank, the Borrower/s has not taken any action and no other steps have been taken or legal proceedings started by or against it in any court of law / other authorities for recovery of outstanding dues or monies whatsoever or for attachment of its Asset(s) or properties and/or for any criminal offence or for its insolvency, administration or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of the Borrower/s or of any or all of its assets.

The Borrower/s' Dues shall not be affected, impaired or discharged by winding up / insolvency / death / dissolution / merger or amalgamation / reconstruction or otherwise of the Borrower/s or take over of the management or nationalisation of the undertaking of the Borrower/s, as the case may be.

56. Neither the Borrower/s nor any director / partner / member, as the case may be, of the Borrower/s has been declared to be a defaulter/wilful defaulter. The Borrower/s shall not induct a person who is a director/partner/member of an entity identified as defaulter/wilful defaulter. In the event such a person is found to be a director/partner/member of an entity identified as defaulter/wilful defaulter, the Borrower/s shall take expeditious and effective steps for removal of such person.

57. Except to the extent disclosed to ICICI Bank, no litigation, arbitration, administrative or other proceedings are pending or threatened against the Borrower/s or its assets, which, if adversely determined, might have a Material Adverse Effect.

58. Except to the extent disclosed to ICICI Bank: (a) all the Borrower/s' contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arms' length basis; and (b) there are no pending dues / disputes / proceedings relating to income tax (and any other tax) dues as on date.

59. Except to the extent disclosed to ICICI Bank, the Borrower/s has not taken any action and no other steps have been taken or legal proceedings started by or against it in any court of law / other authorities for its insolvency, bankruptcy, winding up, dissolution, administration or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of the Borrower/s or of any or all of its assets.

60. The Borrower/s shall not use the Facility (or any tranche / part thereof) or any Asset(s) purchased using the Facility or offered as security for the Facility (or any tranche / part thereof) for any improper or illegal or speculative or unlawful purposes/activities or adapt or alter any Asset(s) for any improper or illegal or unlawful act.

60a. The Application Form is true and accurate in all material respects, is not misleading and does not omit any material fact, the omission of which would make any fact or statement therein misleading and the other representations and warranties in the Application Form shall be deemed to form part of the representations and warranties herein made.

60b. The Transaction Documents have been duly and validly executed by the Borrower/s or on behalf of the Borrower/s and each Transaction Document constitutes or when executed in accordance with its terms will constitute, legal, valid and binding obligations of the Borrower/s enforceable in accordance with their respective terms.

60c. Except to the extent disclosed to ICICI Bank: (a) all the Borrower/s' contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arms' length basis; (b) no director or a relative/near relation (as specified by RBI) of a director of a banking company (including ICICI Bank) or a relative/near relation (as specified by RBI) of a senior officer of ICICI Bank (as specified by RBI) is : a partner of the Borrower/s, or a trustee, member, director, manager, employee of the Borrower/s, or of a subsidiary of the Borrower/s, or of the holding company of the Borrower/s, or a guarantor on behalf of/for/to the Borrower/s, or holds substantial interest, in the Borrower/s or a subsidiary or the holding company of the Borrower/s.

60d. There are no pending disputes / proceedings relating to income tax or any other tax dues.

60e. ICICI Bank reserves the right to : (i) offer the Borrower/s, whose accounts have been maintained in good standing as per the credit norms of ICICI Bank, certain facilities, memberships and services at such fees and on such terms and conditions as it may deem fit; (ii) waive or reduce the fees and to withdraw such benefit at any time without prior notice to the Borrower/s and without any liability to ICICI Bank. Any termination of the Facility because of a violation of the Loan Terms / Transaction Documents, shall result automatically in the termination of such facilities and services. ICICI Bank shall not be liable, in any way, to the Borrower/s, in case of defect or breach

in the performance of carrying out any facilities, memberships or services or the non-performance thereof, whether by ICICI Bank or any other third party. ICICI Bank reserves the right to use the information provided by the Borrower on its application and during surveys, information from external sources, including consumer reports, for marketing activities carried out by ICICI Bank / its affiliates. ICICI Bank may use this information to develop mailing lists that may be used by companies with whom ICICI Bank shall work to develop marketing offers for the Borrower/s. ICICI Bank reserves the right to revise the policies, features and benefits offered on the Facility from time to time and may notify the Borrower of any such revisions/changes in any manner as deemed appropriate. The Borrower/s will be bound by such revisions/changes unless the Facility is repaid / cancelled before the date on which the revisions/changes are made. The details of all transactions recorded in the borrowing /loan account of the Borrower/s may be shared with credit reference agencies, lenders and/or other agencies for the purposes of assessing further applications for credit by the Borrower/s and/or his / her family members, and for fraud prevention.

61. The Borrower/s shall:

(i) Promptly notify ICICI Bank of the occurrence of any event or the existence of any circumstances, which constitutes or results in any declarations, representation, warranty, covenant or condition under the Loan Terms and/or the other Transaction Documents being or becoming untrue or incorrect in any respect.

(ii) Promptly deliver to ICICI Bank: (a) copies of all documents issued by the Borrower/s to all its creditors (or any general class of them) at the same time as they are issued; (b) such statements / information / accounts / records / reports / documents, financial or otherwise, as may be required by ICICI Bank from time to time in relation to the Facility, the Borrower/s' business and operations, assets etc. within the period specified by ICICI Bank.

(iii) Promptly notify ICICI Bank of any material loss or damage to any of the Asset(s), which the Borrower/s may suffer due to any event, circumstance or Act of God.

(iv) Promptly notify ICICI Bank of any action or steps taken or legal proceedings started by or against him/her/it in any court of law for its/his/her/their winding-up, dissolution, insolvency, bankruptcy, administration or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of/over the Borrower/s or of/over any of his/her/their/its assets.

(v) Promptly notify ICICI Bank of any litigation, arbitration, administrative or other proceedings initiated or threatened against the Borrower/s or his/her/their/its property or any of the Asset(s).

(vi) Promptly notify ICICI Bank of any circumstances and conditions which have/may have a Material Adverse Effect.

(vii) Promptly, and not later than 7 days from the occurrence of any of the following events, notify ICICI Bank in writing with full details of the same: (a) death of any of the Borrower/s (or any of its partners/trustees/directors); (b) any changes, whatsoever, in the constitution and/or the authorised signatory, of the Borrower/s (where the Borrower/s is a partnership/HUF), (c) any theft or total loss/damage of the Asset(s), and (d) all change/s in the location/address of any of the Borrower/s' office or residence or place of business or of the place where the Asset(s) is/are stored.

(viii) Comply with all laws applicable to or binding on it or its occupation, business and operations including but not limited to laws relating to protection of the environment.

(ix) Not undertake or permit any merger, de-merger, consolidation, reorganisation, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction including creation of any subsidiary or permit any company to become its subsidiary without prior consent of ICICI Bank.

(x) Continue to maintain its/their existence or constitution, corporate or otherwise, and right to carry on its/their business and operations and ensure that it/they has/have the right and is/are duly qualified to conduct its/their business and operations as it is conducted in all applicable jurisdictions and obtain and maintain all franchises and rights necessary and all authorisations, statutory or otherwise required for the conduct of its/their business and operations in such jurisdictions (including environmental / pollution control clearances).

(xi) Comply with such other conditions as may be stipulated by ICICI Bank from time to time on account of requirement of any applicable law.

(xii) Execute / furnish such deeds, documents and writings and do all such acts, deeds and things as may be required by ICICI Bank in connection with the Facility.

(xiii) Forthwith notify ICICI Bank of any change in its address for communication as stated in the Application Form. ICICI Bank reserves the right to change the Borrower/s' address in its records if such change in address comes to the notice of ICICI Bank. The responsibility shall be solely of the Borrower/s to ensure that ICICI Bank has been informed of the correct address for communication, and ICICI Bank disclaims all liability in case of an incorrect address resulting in any loss or liability for the Borrower/s.

(xiv) Adhere to and comply with all such terms and conditions as ICICI Bank or its affiliates may prescribe from time to time for facilities/ services availed of by the Borrower and hereby agrees and confirms that all such transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of ICICI Bank or its affiliates, for and in respect of such facilities/ services offered, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the terms and conditions prescribed by ICICI Bank or its affiliates for such facilities/ services, as may be prescribed from time to time.

EVENTS OF DEFAULTS / CONSEQUENCES OF DEFAULT

62. The occurrence of any one or more of the following events shall constitute an event of default ("Events of Default") :

i. Default (including, but not limited to, any payment default) has occurred in the performance of any covenant, condition or agreement on the part of the Borrower/s under the Loan Terms or on the part of any other relevant person(s).

ii. Breach of any representation, warranty, declaration or confirmation under the Loan Terms or any other Transaction Document has occurred / been committed and/or the Borrower/s has/have committed any fraud/ failed to submit any material information as required under the Application Form.

iii. The Borrower/s has, or there is a reasonable apprehension that the Borrower/s has or would, voluntarily or involuntarily become the subject of proceedings under any bankruptcy or insolvency law, or is voluntarily or involuntarily dissolved, becomes bankrupt

or insolvent or if the Borrower/s has taken or suffered to be taken any action for his/her/their/its reorganisation, liquidation or dissolution or insolvency or bankruptcy or if a receiver or liquidator has been appointed or allowed to be appointed of/over all or any part of the Asset(s) and/or any other properties of the Borrower/s or if an attachment or distraint has been levied on the Asset(s) or the Borrower/s' other assets or any part thereof or certificate proceedings have been taken or commenced for recovery of any dues from the Borrower/s or if one or more judgements or decrees have been rendered or entered against the Borrower/s.

IV.The title of the Borrower/s (or the owner, as specified in the Application) to the Asset(s) or any part thereof is defective, or challenged by any person in any manner and/or the Asset(s) or any part/s thereof is found to be spurious or of inferior quality.

V.Death of the Borrower/s or any one of them or if the Borrower/s ceases or threatens to cease to carry on any of its businesses or gives notice of its intention to do so or if all or any part of the assets of the Borrower/s required or essential for its business or operations are damaged or destroyed or there occurs any change from the date of submission of the Application in the general nature or scope of the business, operations, management or ownership of the Borrower/s, which could have a Material Adverse Effect.

vi.The Asset(s) is/are (or is/are sought to be) confiscated, attached, taken into custody by any official, authority or any other person, or made the subject of any execution proceedings.

vii.The Asset(s) is/are endangered/stolen or suffer total loss/damage due to any accident.

viii.If the security, if any, for the Facility is in jeopardy or ceases to have effect or becomes illegal, invalid, unenforceable or otherwise fails or ceases to be in effect.

IX.Any government, governmental authority, agency, official or entity takes or threatens any action: (a) for dissolution of the Borrower/s, or any action which deprives or threatens to deprive the Borrower/s : (1) from conducting any of its businesses or carrying out its operations in the manner it is being conducted or carried out, or (2) of the use of any of its assets; (b) to revoke or terminate or to refuse to provide or renew any authorisation or to impose onerous conditions on or on the grant or renewal of any authorisation; (c) with a view to regulate, administer, or limit, or assert any form of administrative control over the rates applied, prices charged or rates of return achievable, by the Borrower/s in connection with its business, which in each case could have a Material Adverse Effect.

X.It is or becomes unlawful for the Borrower/s or any person (including ICICI Bank) to perform any of their respective obligations under the Loan Terms and/or any other Transaction Document.

xi.The Borrower/s is unable or has admitted in writing its inability to pay any of its Indebtedness as they mature or when due.

xii.The Borrower/s commit/s any default under any other agreement with ICICI Bank or any of its group companies.

Xiii.An event of default howsoever described (or any event which with the giving of notice, lapse of time, determination of materiality or fulfilment of any other applicable condition or any combination of the foregoing would constitute an event of default) occurs under any agreement or document relating to any Indebtedness of the Borrower/s or if any other lenders of the Borrower/s including financial institutions or banks with whom the Borrower/s has entered into agreements for financial assistance have recalled its/their assistance or any part thereof.

XIV.One or more events, conditions or circumstances (including any change in law) occur or exist, which in the sole opinion of ICICI Bank, could have a Material Adverse Effect.

xv.Any information mentioned by the Borrower/s to intermediary/agent(s) of ICICI Bank is found to be incorrect or incomplete in any of the material facts stated therein.

63. The Borrower/s shall promptly notify ICICI Bank in writing upon becoming aware of any default and any event which constitutes (or, with the giving of notice, lapse of time, determination of materiality or satisfaction of other conditions, would be likely to constitute) an Event of Default and the steps, if any, being taken to remedy it. The decision of ICICI Bank as to whether or not an Event of Default has occurred shall be final and binding upon the Borrower/s.

64. On the happening of any of the Events of Default, ICICI Bank may, at the cost of the Borrower/s, by a notice in writing to the Borrower/s and without prejudice to the rights and remedies available to ICICI Bank under the Loan Terms or any other Transaction Document or otherwise: (a) call upon the Borrower/s to pay all the Borrower/s' Dues in respect of the Facility and otherwise within the time period as may be specified by ICICI Bank from time to time, and/or (b) suspend / cancel the Facility, and/or (c) effect closure / freeze the Account, and/or (d) terminate the Facility, and/or (e) reduce the availability of the amounts of the Facility and adjust such monies against the Overall Limit / Total Facility Amount and all such adjustments shall be treated as draws by the Borrower, and/or (f) declare the security, if any, created in terms of/pursuant to the Loan Terms and / or the other Transaction Documents to be enforceable, and ICICI Bank, its representatives and/or such other person in favour of whom such security or any part thereof is created shall have, inter alia, the following rights (notwithstanding anything to the contrary in the Loan Terms and/or the other Transaction Documents and irrespective of whether the entire Facility or Borrower/s' Dues has/have been recalled) namely:

i.to enter upon and take possession of the Asset(s) (wherever required) in accordance with the provisions of the Loan Terms; and/or

ii.to transfer or deal with the Asset(s) by way of lease, leave and licence, sale or otherwise in accordance with the provisions of the Loan Terms.

65. ICICI Bank shall be entitled, at the sole risk and cost of the Borrower/s, to engage one or, more person(s) to collect the Borrower/s' Dues and/or to enforce any security provided by the Borrower/s, and ICICI Bank may (for such purposes) furnish to such person(s) such information, facts and figures pertaining to the Borrower/s, the security and/or the Asset(s) as ICICI Bank deems fit. ICICI Bank may also delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith, or incidental thereto, as ICICI Bank deems fit.

66. ICICI Bank is irrevocably authorised and entitled at its sole discretion to act on the Borrower/s' behalf, at the Borrower/s' sole risk and cost, and to take all necessary steps, actions and proceedings as ICICI Bank deems fit to safeguard its interests and/or to enforce the security created in its favour and to receive all monies payable under or upon such enforcement and to give a valid receipt therefor

on behalf of the Borrower/s, and to apply such proceeds in accordance with the terms hereof or such other manner as deemed fit by ICICI Bank.

67. ICICI Bank shall not in any way be liable/responsible, notwithstanding anything to the contrary under any applicable laws, for any loss, deterioration of or damage to, the Asset(s) on any account whatsoever whilst the same are in the possession of ICICI Bank or by reason of exercise or non-exercise of any rights and remedies available to ICICI Bank as aforesaid. ICICI Bank shall not be liable for any loss or damage or diminution in value sustained / realised thereby or for any loss or diminution in value of, the Asset(s) on any account whatsoever by reason of exercise or non-exercise of any rights and remedies available to ICICI Bank as aforesaid. The Borrower/s shall also not be entitled to raise any claim against ICICI Bank on the grounds that a larger sum or amount might or ought to have been received from the Asset(s) or be entitled to dispute the liability of the Borrower/s for the balance amount of Borrower/s' Dues remaining due after adjustment thereof in accordance with the Loan Terms.

68. If any one (or more) Events of Default shall have occurred, then ICICI Bank shall, in addition to the various rights and remedies of ICICI Bank referred to in the clauses above, be irrevocably entitled and authorised to contact and require the Borrower/s' employers to make deduction/s from the salary/wages payable by the employer to the Borrower/s and to remit the same to ICICI Bank until all of the Borrower/s' Dues outstanding from the Borrower/s to ICICI Bank is/are completely discharged. The deductions shall be of such amounts, and to such extent, as ICICI Bank may communicate to (and instruct) the Borrower/s' employers. The Borrower/s shall not have, or raise/create, any objections to such deductions. No law or contract governing the Borrower/s and/or the Borrower/s' employer prevents or restricts in any manner the aforesaid right of ICICI Bank to require such deduction and payment by the Borrower/s' employer to ICICI Bank. Provided however that in the event the said amounts so deducted are insufficient to repay the outstanding Borrower/s' Dues to ICICI Bank in full, the unpaid amounts remaining due to ICICI Bank shall be paid by the Borrower/s in such manner as ICICI Bank may in its sole discretion decide and the payment shall be made by the Borrower/s accordingly.

69. In addition to ICICI Bank's various rights as specified in the preceding provisions above, ICICI Bank shall also be entitled to appoint: (i) any person engaged in technical, management or any other consultancy business to inspect and examine the working of the Borrower/s and /or the assets including its premises, factories, plants and units and to report to ICICI Bank; (ii) any Chartered Accountants / Cost Accountants as auditors for carrying out any specific assignments or to examine the financial or cost accounting system and procedures adopted by the Borrower/s for its working or as concurrent or internal auditors, or for conducting a special audit of the Borrower/s.

70. In the event the amounts realised from the Asset(s), or otherwise in accordance with the Loan Terms and the other Transaction Documents, are insufficient to repay the total outstanding Borrower/s' Dues to ICICI Bank in full, the unpaid amounts remaining due to ICICI Bank shall be immediately payable by the Borrower/s in such manner as ICICI Bank may in its sole discretion decide and such payment shall be made by the Borrower/s accordingly.

71. Notwithstanding any suspension or termination of the Facility, or the existence of a credit balance or "nil" balance in the Accounts at any time or any partial payment or fluctuation of the Accounts; or any interim repayment of any tranches of the Facility or any part thereof either after demand has been made by ICICI Bank or otherwise all rights and remedies of ICICI Bank as per the Loan Terms and other Transaction Documents shall continue to survive until the receipt by ICICI Bank of the Borrower/s' Dues in full.

SET-OFF

72. (i) ICICI Bank and its group companies shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits of any kind and nature (including fixed deposits) held/ balances lying in any accounts of the Borrower/s, whether in single name or joint name(s) and on any monies, securities, bonds and all other assets, documents and properties held by/ under the control of ICICI Bank and/or its group companies (whether by way of security or otherwise pursuant to any contract entered/ to be entered into by the Borrower/s in any capacity) to the extent of all outstanding dues, whatsoever, arising as a result of any of ICICI Bank's or its group companies' services extended to and/or used by the Borrower/s and/or as a result of any other facilities that may be granted by ICICI Bank and/or its group companies to the Borrower/s. ICICI Bank and/ or its group companies are entitled without any notice to the Borrower/s to settle any indebtedness whatsoever owed by the Borrower/s to ICICI Bank and/or its group companies, (whether actual or contingent, or whether primary or collateral, or whether joint and/or several) hereunder or under any other document/ agreement, by adjusting, setting-off any deposit(s) and/or transferring monies lying to the balance of any account(s) held by the Borrower/s with ICICI Bank and/or its group companies notwithstanding that the deposit(s)/ balances lying in such account(s) may not be expressed in the same currency as such indebtedness. ICICI Bank's and its group companies' rights hereunder shall not be affected by the Borrower/s' bankruptcy, death or winding-up. It shall be the Borrower/s' sole responsibility and liability to settle all disputes/ objections with any such joint account holders.

(ii) In addition to the above mentioned right or any other right which ICICI Bank and its group companies may at any time be entitled whether by operation of law, contract or otherwise, the Borrower authorises the Bank: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Borrower with or to any branch of ICICI Bank and/or its group companies; (b) to sell any of the Borrower/s' securities or properties 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 ICICI Bank and/or its group companies from the Borrower/s, 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 ICICI Bank and/or its group companies.

MISCELLANEOUS

73. The Borrower/s shall, from time to time, issue or execute in favour of ICICI Bank and/or its nominee(s) such deeds, powers of attorney and other documents and writings as may be required by ICICI Bank at its discretion for protection of the security and/or any

of its rights under the Loan Terms.

74. The Loan Terms and the other Transaction Documents, the Borrower/s' Dues and the security, if any, created in favour of ICICI Bank, shall not be revoked or cancelled or affected by the death, dissolution, insolvency or winding up of the Borrower/s or any third party, and ICICI Bank shall, so long as the whole (or any part) of the Borrower/s' Dues remains outstanding/payable to ICICI Bank, be entitled to take possession of (wherever required), and sell, lease, hire, transfer and/or to otherwise act/deal with respect to the Asset(s) and to act upon and enforce all of its rights pursuant to, and in accordance with, the Loan Terms and the Transaction Documents executed by the Borrower/s and/or any other persons to/in favour of ICICI Bank.

75. The entries made in the accounts / account books / records of ICICI Bank maintained in accordance with its usual practice and in compliance with the statutory requirements and/or any statement signed by a designated officer of ICICI Bank with respect to the Borrower/s' Dues, shall be final and binding on the Borrower/s. Such entries and/or statements shall be conclusive evidence of the existence and amount of outstanding obligations of the Borrower/s as therein recorded in respect of the Facility and the Borrower/s' Dues.

76. In case ICICI Bank takes possession of the Asset(s) or recalls the Facility upon/after the occurrence of an Event of Default, and the Borrower/s requests ICICI Bank to accept part payment/s of the Borrower/s' Dues and to permit the Borrower/s to continue repaying the Instalments in future and to take redelivery of the Asset(s) from ICICI Bank's (or its representatives), ICICI Bank may entertain/accept such requests upon such further terms and conditions as ICICI Bank may think fit and proper in its sole discretion. Any decision taken by ICICI Bank not to allow such request/s of the Borrower/s shall be final and binding on the Borrower/s.

77. ICICI Bank may give notice of any changes and/or any other matter under the Loan Terms and/or any Transaction Documents and/or in connection with the Facility, either through email address as recorded with ICICI Bank (which will be regarded as being in writing) or in writing by delivering them by hand or by sending them by post to the last address given by the Borrower/s or on its website or any other mode as may be deemed fit by ICICI Bank. In addition, ICICI Bank may also publish notice of general nature, which are applicable to all borrowers of similar credit Facility on its website. Such notice will be deemed to have been served individually to the Borrower and all relevant persons. All notices / communication to ICICI Bank should be given in writing and sent by post or delivered to **its RMAG Group office at ICICI Bank Limited, ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051** or at such other place as may be indicated by ICICI Bank. The Borrower/s shall inform ICICI Bank / its group companies / agents regarding any change in its residence / employment and provide any further information that ICICI Bank / its group companies / agents may require.

78.(a) The Borrower/s shall not assign or transfer all or any of its rights, benefits or obligations under the Loan Terms and the Transaction Documents without the approval of ICICI Bank. ICICI Bank may, at any time, sell, assign, securitise, novate or transfer all or any of its rights, benefits and obligations under the Loan Terms and the other Transaction Documents to any person without the prior permission of the Borrower/s. Any such sale, assignment, securitisation or transfer shall conclusively bind the Borrower/s and all other concerned persons. Notwithstanding any such assignment or transfer, the Borrower/s shall, unless otherwise notified by ICICI Bank, continue to make all payments under the Loan Terms and the Transaction Documents to ICICI Bank and all such payments when made to ICICI Bank shall constitute a full discharge to the Borrower/s from all its liabilities in respect of such payments. Without prejudice to the aforesaid provision, ICICI Bank may (at its sole discretion), without notice to the Borrower/s and/or any other relevant person, share the credit risk of the whole or a part of the Facility with any other person by way of participation. Notwithstanding such participation, all rights, title, interests, special status and other benefits and privileges enjoyed or conferred upon or held by ICICI Bank under the Loan Terms and the Transaction Documents shall remain valid, effective and enforceable by ICICI Bank on the same terms and conditions and the Borrower and/or all relevant persons shall continue to discharge in full all its / their obligations under the Loan Terms and the Transaction Documents to ICICI Bank. The Borrower shall not have and shall not claim any privity of contract with such person on account of any reason whatsoever.

78(b) Subject to Section 78(a) hereof, the Loan Terms and the Transaction Documents shall be binding upon and enure to the benefit of the Borrower / the relevant person and ICICI Bank and their respective successors and assigns, heirs, executors, administrators, survivors, legal representatives, as the case may be.

79. Any provision of the Loan Terms or any Transaction Document, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of the prohibition or unenforceability but that shall not invalidate the remaining provisions of the Loan Terms or such Transaction Document or affect such provision in any other jurisdiction.

80. No delay in exercising or omission to exercise any right, power or remedy accruing to ICICI Bank upon any default or otherwise under the Loan Terms or the other Transaction Documents shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of ICICI Bank in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of ICICI Bank in respect of any other default. The rights of ICICI Bank under the Loan Terms and the other Transaction Documents may be exercised as often as necessary, are cumulative and not exclusive of their rights under the general law and may be waived only in writing and specifically and at ICICI Bank's sole discretion.

81. All legal action/s and/or proceedings arising out of/in connection with the Loan Terms, the Transaction Documents and the Assets, shall be brought in/before the courts or tribunals at Mumbai in India and the Borrower/s irrevocably submit/s himself/herself/itself/themselves to the jurisdiction of such courts and tribunals. ICICI Bank may, however, in its absolute discretion commence any legal action or proceedings arising out of (or in connection) with any of the above in any other court, tribunal or other appropriate forum, and the Borrower/s shall not object to such jurisdiction.

82. The Facility, Loan Terms and the other Transaction Documents shall (unless otherwise specified in the Application Form or any such Transaction Document) be governed by and construed in accordance with the laws of India.

83. ICICI Bank shall, as it may deem appropriate and necessary, be entitled to disclose all or any: (i) information and data relating to the

Borrower/s; (ii) information or data relating to the Facility, Loan Terms, Transaction Documents and/or any other securities furnished by the Borrower/s in favour of ICICI Bank; (iii) obligations assumed / to be assumed by the Borrower/s in relation to the Facility under the Loan Terms, the Transaction Documents or any other securities furnished by the Borrower/s for any other credit facility granted / to be granted by ICICI Bank; (iv) default, if any, committed by the Borrower/s in discharge of the aforesaid obligations, to the Credit Information Bureau (India) Limited ("CIBIL") and any other agency authorised in this behalf by the RBI. CIBIL and / or any other agency so authorised may use and/or process the aforesaid information and data disclosed by ICICI Bank in any manner as deemed fit by them. CIBIL and / or any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to ICICI Bank / financial institutions and other credit grantors or registered users, as may be specified by RBI in this behalf. All information and data furnished by the Borrower/s to ICICI Bank from time to time shall be true and correct.

84. In case the Borrower/s commits any default in payment or repayment of principal amount of the Facility or interest/charges due thereon, ICICI Bank and/or the Reserve Bank of India ("RBI") will have an unqualified right to disclose or publish the details of such default along with the name of the Borrower/s and/or its directors/partners/co-applicants, as applicable, as defaulters in such manner and through such media as ICICI Bank and/or RBI may, in their absolute discretion, think fit.

85. The Borrower/s' liability for repayment of the Borrower/s' Dues shall, in cases where more than one Borrower have jointly applied for the Facility, be joint and several irrespective of whether or not the Asset(s) is/are jointly registered in the names of all the Borrower/s. Where the Borrower/s is an individual doing business as a sole proprietary concern, the Borrower/s shall be solely responsible for the liabilities of the aforesaid concern and will be personally liable for making repayment / payments of all amounts in respect of the Facility to ICICI Bank.

86. Upon receipt from ICICI Bank of statement(s) giving details of: (i) the aggregate outstanding amount in respect of the Facility as on the date(s) stated in such statement(s) / the aggregate debit balance (total indebtedness) in the Account as on the date(s) stated in such statement(s); (ii) the further applicable accrued interest from the aforesaid date(s) mentioned in the aforesaid statement(s); (iii) securities, if any, created for securing the Facility / the amounts stated in the Account, the Borrower/s shall forward its acknowledgement of the aforesaid indebtedness specified in the aforesaid statement(s), in the form prescribed by ICICI Bank. If ICICI Bank does not receive such acknowledgement from the Borrower/s within a period of ten (10) days from the date of receipt of statement from ICICI Bank, the Borrower/s shall be deemed to have confirmed the correctness of the entries in such statement(s) and acknowledged the indebtedness for the balance mentioned in the statement(s). Non-receipt by the Borrower of statements pertaining to the Account or the incorrectness of any entry therein shall be brought to the notice of ICICI Bank by the tenth day of every month or on receipt of such statement, as the case may be.

87. In case the Borrower/s is a partnership firm:

No change whatsoever in the constitution of the partnership firm during the continuance / validity of the Facility shall impair or discharge the liability of any one or all of the partners. In the event of death or retirement of any partner, ICICI Bank shall at its discretion deal with the surviving and/or continuing partner/s, without affecting its rights as against the retiring partner or the heirs and legal representatives of the deceased partner, as ICICI Bank shall think fit and proper, and the retiring partner and / or the heirs, executors, administrators, legal representatives of the deceased partner shall have no claim as against ICICI Bank in respect of such dealing.

The partners named in the Application Form are the only partners of the firm named in the Application Form; Such partners shall : (i) advise ICICI Bank in writing of any changes which may take place in the partnership; (ii) not dissolve / reconstitute the partnership firm without the approval of ICICI Bank;

All the partners are jointly and severally liable to ICICI Bank for performance of all obligations under the Facility.

In case the Borrower/s is an HUF:

ICICI Bank shall at all times be informed of any changes in the constitution of the HUF named in the Application Form by furnishing necessary documents and writings. No change whatsoever in the constitution of the HUF during the continuance / validity of the Transaction Documents shall impair or discharge the liability of any one or all of the adult members / coparceners of the HUF and shall be binding on the HUF, its estate, effects and successors.

The Transaction Documents shall be enforceable against the Karta or any succeeding Karta of the HUF or against any and all the adult coparceners / members of the HUF.

The Karta, acting for HUF and in his personal capacity, and the other adult members / coparceners of the joint HUF named in the Application Form are the only adult members / coparceners of the HUF;

The business carried on under the name and style given in the Application Form is their joint family trade which is binding on the minor members, if any, being ancestral trade / business;

The transactions contemplated in relation to the Facility are a part of the HUF business / trade referred to above;

The HUF business / trade is being conducted and managed by the adult members / coparceners of the HUF and all of them have been jointly and individually empowered to perform the terms of the Transaction Documents, against security or otherwise, and execute all necessary instruments, deeds, documents and writings and do all such acts, things and deeds as are necessary or incidental to the performance of the terms of the Transaction Documents, and also execute, draw, endorse, negotiate and sell cheques, bills, pro-notes, bills of exchange and other negotiable instruments on behalf of the HUF.

The Karta, acting for the HUF and in his personal capacity, and the other adult coparceners / members of the HUF also hereby indemnify and keep ICICI Bank indemnified against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which ICICI Bank may at any time incur, suffer, pay or sustain as a consequence of or by reason of or arising out of the transactions contemplated in the Transaction Documents, and hold themselves personally liable, jointly and severally, in respect of all transactions entered into with ICICI Bank or obligations incurred under the Transaction Documents.

In case the Borrower/s is a proprietor:

The person named in the Application Form is the sole proprietor / proprietress of the concern / firm named in the Application Form; The proprietor / proprietress is solely responsible for the liabilities of the aforesaid firm / concern and will be liable personally for

performance of all obligations under the Transaction Documents.

In case the Borrower/s is a company:

No change whatsoever in the constitution of the Borrower during the continuance / validity of the Transaction Documents shall impair or discharge the obligations of the Borrower under the Transaction Documents. The Borrower shall, forthwith upon any change in the constitution of the Borrower, inform ICICI Bank of the change and provide such details in respect of the change and its effect, as may be required by ICICI Bank.

The Borrower shall furnish to ICICI Bank such resolutions including under Section 293(1)(a) & (d) of the Companies Act, 1956, as may be required in connection with the transactions contemplated in the Transaction Documents.

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Disclaimer

"ICICI Bank may, at its sole discretion, utilise the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to its products"