



PNB 2057

MASTER AGREEMENT

This MASTER AGREEMENT, is executed at pnb bulndshahar on the 18 day of september, 2023

Between

Punjab National Bank, a bank constituted under the Banking Companies (Acquisition and Transfer of) Undertaking Act, 1970 having its Head office at Plot no. 4, Sector 10 Dwarka, New Delhi and amongst others, one of its branches at PNB LOAN POINT - RAM - BULANDBHAHR (hereinafter referred to as "PNB", which expression shall include its respective representatives, successors, administrators and assigns) of the One Part;

And

Applicant- MR VIJAY PAL SO LATE RAM DHANI,  
Co Applicant- Shri/Ms \_\_\_\_\_, son/daughter/wife  
of Shri RAM DHANI

The Borrower and PNB are hereinafter referred to individually as "Party" and collectively as "Parties".

A. Whereas, the Borrower and PNB have entered into an agreement/s, detailed hereunder, to avail credit facilities from PNB (the "Facilities" hereinafter) and executed the following loan and security documents to evidence the terms and conditions of the loan sanctioned /to be sanctioned as under:-

Sr. No.	Nature of credit limits	Description of Document	Date of Document	Amount of limit
1	car loan	loan application	18/09/2023	1700000

The loan documents enumerated above shall hereinafter be referred to collectively as the "Credit Agreements" and individually each as a "Credit Agreement". The Credit Agreements together with any sanction letters and other documents executed by and between the Borrower and PNB shall hereinafter be collectively referred to as the "Finance Documents" and individually each as a "Finance Document".

*[Signature]*

*[Signature]*

**Sp. Judge SC/ST (P.A.) Act  
Bulandshahr**

B. Whereas, the Bank intends to execute a Master Agreement common to all credit facilities.

C. Whereas, in order to capture all common terms and conditions in connection with the Credit Agreements, the Parties have mutually agreed to execute this Agreement in addition to the above-mentioned Finance Documents.


NOW, THIS DEED OF AGREEMENT WITNESSES, AS UNDER:-

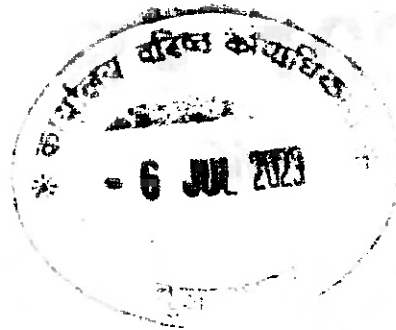
### 1. Definitions and Interpretation

1.1 In this Master Agreement, the terms mentioned hereunder, unless the context otherwise requires, shall have definition as under:

- a). "Act" means the Companies Act 1956 or the Companies Act, 2013, as applicable.
- b). "Effective Date" means the date of execution of this Agreement by all the Parties hereto.
- c). "Event of Default" has the meaning ascribed to it in Clause 5.1 (Events of Default) of this Agreement.
- d). "Financial information" means and includes all financial statements and other financial information relevant in taking commercial decision to sanction the Facilities.
- e). "Master Agreement" means this agreement which is in addition to and in supplement of Credit Agreements executed by and/or between the Party/ies, and shall include all schedules and annexure attached hereto.
- f). "Material Adverse Effect" means a material adverse effect on or material adverse change in:
  - i. the condition (financial or otherwise), assets, prospects, operations or business of the Borrower;
  - ii. the ability of Borrower to perform and comply with its obligations under any Finance Document; or
  - iii. the validity, legality or enforceability of, or the rights or remedies of PNB under, any Finance Document.

### 1.2 Interpretation





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उत्तर प्रदेश UTTAR PRADESH

GK 422082

This Stamp Paper is an integral part  
of the Loan Document No.....  
Executed on .....

.....  
in the Account of.....

Qul.

14/5/73

17/8 B.M.

पुस्तकालय  
कॉलेज रोड  
मुंबई

a). Unless a contrary indication appears, any reference in this Agreement to:

i. the "Borrower", the "Lender", any "Party" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

ii. "assets" includes present and future properties, revenues and rights of every description;

iii. an "authorised signatory" means a person that has been duly authorised by a person to execute or sign any Finance Document (or other document or notice to be executed or signed by that person under or in connection with any Finance Document) on behalf of that person;

iv. a "company" shall include a "body corporate" (as defined under the Act);

v. a "Finance Document" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, (however fundamentally and whether or not more onerously) restated or replaced from time to time, with the mutual consent of all parties thereto, and includes any change in the purpose of, any extension of or increase in, any facility or the addition of any new facility under that Finance Document or other agreement or instrument and including any waiver or consent granted in respect of any term of any Finance Document made available under that agreement or instrument;

vi. "indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

vii. a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or two or more of the foregoing;

viii. a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation, as amended from time to time;

ix. a law or a provision of law is a reference to that law or, as applicable, that provision as amended or re-enacted or consolidated;

- x. the singular shall include the plural, and vice-versa;
  - xi. words importing a particular gender include all genders;
  - xii. references to the word "includes" or "including" are to be construed without limitation; and
  - xiii a time of day is a reference to Indian standard time.
- b). Section, Clause and Schedule headings are for ease of reference only.
- c). **An Event of Default** is "continuing" or "outstanding" if it has not been waived in writing by the Lender.
- d). Any determination with respect to the materiality or reasonability of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise shall be made or given by PNB.

## 2. Effective Date

This Agreement shall become effective on and from the Effective Date and shall remain in force until all outstanding amounts in connection with each Facility are fully repaid in a form and manner satisfactory to PNB.

## 3. Representations and Warranties

3.1. The Borrower makes the representations and warranties to PNB as set out in the sub-clauses below in relation to itself.

### (a) Status

(i) Whether the Borrower is a company, it is duly incorporated under the provisions of the Act and is validly existing under the laws of India.

(ii) Where the Borrower is a limited liability partnership, it is duly incorporated and registered under the provisions of the Limited Liability Partnership Act, 2008 and validly existing under the laws of India.

(iii) Where the Borrower is a partnership firm, it is duly incorporated and registered under the provisions of the Indian Partnership Act, 1932 and validly existing under the laws of India.



(iv) The Borrower has the power to own its assets and carry on its business as it is being conducted.

(v) Where applicable, the Borrower, is a natural person of sound mind and eligible to enter into contracts in accordance with the provisions of the Indian Contract Act, 1872.

(vi) The Borrower has the power to own its assets and carry on its business as it is being conducted.

(b) Binding obligations

(i) Where Borrower is a corporate entity, sole proprietorship or a limited liability partnership, the obligations expressed to be assumed by the Borrower under each of the Finance Documents, are legal, valid, binding and enforceable.

(ii) Where Borrower is a partnership firm under the Indian Partnership Act, 1932, the obligations expressed to be assumed by the Borrower under each of the Finance Documents constitute legal, valid and binding obligations of each partner of the Borrower enforceable against each of the partners of the Borrower in accordance with its terms.

(c) Non-conflict with other obligations

(i) The entry into and performance by the Borrower of, and the transactions contemplated by, the Finance Documents, does not and will not conflict with:

(A) any applicable law;

(B) its memorandum of association or the articles of association or its registered partnership deed (as applicable); or

(C) any agreement or instrument binding upon it or any of its assets

(ii) No third party consent is required by the Borrower for the entry into, or performance of its obligations under any of the Finance Documents.

(d) Power and authority

The Borrower has the power and authority to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, and performance and delivery, of the Finance Documents to which it is or will be a party, and the transactions contemplated by those Finance Documents.

(e) Validity and admissibility in evidence

All authorisations required or desirable:

(i) to enable the Borrower to lawfully enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party;

(ii) to make the Finance Documents to which the Borrower is a party admissible in evidence in India and

(iii) for the Borrower to carry on its business,

have been obtained or effected and are in full force and effect.

(f) No filing or stamp taxes

Under law, other than: (i) payment of stamp duty which has already been made and is evidenced on the face of each Finance Document, (ii) registration of the security interest created under the Finance Documents with the relevant registrar of companies, and (iii) notarization of the Credit Agreements it is not necessary that any Finance Document be filed, recorded or enrolled with any court or other authority or that any stamp, registration, notarial or similar taxes or fees be paid on or in relation to any Finance Document or the transactions contemplated there under.

(g) Taxes

(i) The Borrower has paid all taxes required to be paid by it under applicable law (except to the extent that such payment is being contested in good faith).

(ii) The Borrower is not required to make any deduction for or on account of tax from any payment it may make under any Finance Document other than as required under the Income Tax Act, 1961.

(h) No default

(i) No default is continuing or might reasonably be expected to result from the entering into or performance by Borrower of any Finance Document.



(ii) No other event or circumstance is outstanding which constitutes an event of default under any other agreement or instrument which is binding on the Borrower or to which the assets of the Borrower are subject which might have a Material Adverse Effect.

(i) Compliance with applicable law

The Borrower is in compliance with all, and has not breached any, applicable law (including but not limited to any rule, regulation, circular, order, direction of the RBI or the Securities and Exchange Board of India).

(j) No misleading information

(i) Any factual information provided by or on behalf of the Borrower in connection with this Master Agreement or any Finance Document, including the financial information and data furnished to PNB, was true, complete and accurate in all respects as at the date it was provided or as at the date (if any) at which it is stated.

(ii) Nothing has occurred or been omitted from the information so provided and no information has been given or withheld that results in the information provided by or on behalf of the Borrower being untrue or misleading in any respect.

(k) No proceedings pending

(i) No litigation, arbitration, investigative or administrative proceedings of or before any court, arbitral body or agency (including any arising from or relating to environmental law) which, if adversely determined, could reasonably be expected to have a Material Adverse Effect have been started against (nor any notice in relation thereto has been received by) the Borrower.

(ii) The Borrower has not received any official notice from any governmental authority with respect to a violation and/or failure to comply with any applicable law or requiring them to take or omit any action.

(l) No immunity

Neither the Borrower nor any of the assets of the Borrower is entitled to immunity under applicable law from suit, execution, attachment or other legal process in India. The entry into the Finance Documents constitutes, and the exercise of the Borrower's rights and performance of and compliance with Borrower's obligations under the Finance Documents will constitute, private and commercial acts done and performed for private and commercial purposes.



(m) Assets and title

The Borrower has good and marketable title to or is otherwise entitled to use, all assets necessary or desirable for it to carry on its business as it is being or is proposed to be conducted and to all assets over which a security interest is created / proposed to be created by the Borrower in favour of PNB.

(n) Solvency

(i) The Borrower is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts.

(ii) The Borrower, by reason of actual or anticipated financial difficulties, has not commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.

(iii) The value of the assets of the Borrower is more than its liabilities and it has sufficient capital to carry on its business.

(iv) No moratorium has been declared in respect of any indebtedness of the Borrower.

(v) No reference, inquiry, step or proceedings under the Reserve Bank of India (Prudential Framework for Resolution of Stressed Assets) Directions 2019 dated June 7, 2019 has been made in relation to the Borrower.

(vi) Neither PNB nor any other bank or financial institution has declared any advance or investment in the Borrower, respectively, a "non-performing asset or investment" as defined under the relevant RBI regulations.

(vii) The Borrower has not taken any corporate action and no other steps have been taken or legal proceedings have been started nor has the Borrower received any notice for any legal proceedings against it for its winding-up, dissolution administration or reorganisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any or all of its assets or revenues.

(viii) No application has been filed before the National Company Law Tribunal seeking the commencement of an insolvency resolution process under the Insolvency and Bankruptcy Code, 2016 in respect of the Borrower.

(o) Authorised signatories

Each person specified as an authorised signatory of the Borrower in any documents delivered to PNB pursuant to the Finance Documents, is subject to any notice to the contrary delivered to the PNB, authorised to sign all documents and notices on behalf of the Borrower.

(p) Wilful defaulter

(i) Neither the Borrower nor any of its respective directors have been identified as a wilful defaulter by the RBI.

(ii) No bank or financial institution has applied to the RBI to declare the Borrower as a willful defaulter.

(c) No security

The Borrower has not created or agreed to create or subsist any security on its rights, title and interest in and to the assets secured by the Borrower in favour of PNB in accordance with the Credit Agreements.

3.2. Each of the representations and warranties set out in Clause 3.1 above are deemed to be made by the Borrower with reference to the facts and circumstances then existing on the Effective Date and shall be deemed to be repeated on each day until all outstanding amounts under the Credit Agreements and the other Finance Documents have been duly repaid by the Borrower to PNB.

#### 4. Covenants and Undertakings

4.1. The Borrower agrees and undertakes to abide by the covenants and undertakings set out in Clause 4.2 (General Covenants) and Clause 4.3 (Informational Covenants) at all times until all outstanding amounts under the Credit Agreements and the Finance Documents have been duly repaid by the Borrower to PNB.

##### 4.2. General Covenants

(a) Authorisations

The Borrower shall promptly:

(i) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(ii) supply certified copies to PNB of,

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any authorisation required under any law or regulation to enable it to perform its obligations under any Finance Document (including, without limitation, in connection with any payment to be made thereunder) and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Finance Document or otherwise required for carrying on its business

(b) Compliance with laws

The Borrower shall comply in all respects with applicable law (including any rule, regulation, circular, order, direction of the RBI or Securities and Exchange Board of India to which it may be subject).

(c) Disposals

The Borrower shall not enter into a single transaction or a series of transactions (whether related or not) to sell, lease, transfer or otherwise dispose of any substantial part of its assets where such sale, lease, transfer or disposal might result in a Material Adverse Effect.

(d) Use of proceeds

Each Facility shall be utilised by the Borrower only for the purpose(s) set out in the relevant Finance Documents.

(e) Constitutional documents

The Borrower shall not make any amendment to its constitutional documents or its registered partnership deed (as applicable) which could reasonably be expected to have a Material Adverse Effect, without the prior written consent of PNB.

(f) Arm's length dealings

Without prejudice to the generality of its obligations under Clause 4.2(b) above, in the event the Borrower enters into any arrangement, agreement or commitment (including any derivative transaction) with any person or pays any fees, commissions or other sums on any account whatsoever to any persons other than in the ordinary course of trading, at arm's length and on normal commercial terms, it shall make all necessary disclosures and filings required to be made in relation thereto under applicable law.

(g) Taxes

(i) The Borrower shall pay and discharge all taxes, rates, rents and governmental charges upon the Borrower and its respective assets before penalties become attached thereto and shall establish adequate reserves for the payment of any taxes, rates, rents and governmental charges becoming due unless such taxes, rates, rent and governmental charges are being contested in good faith by appropriate proceedings.

(ii) The Borrower shall make all filings required under applicable laws and regulations (including, without limitation, the obligations to file regular tax returns with any governmental authority).

(h) Business

(i) The Borrower shall conduct its business with due diligence and efficiency and in accordance with sound engineering, technical, managerial and financial standards and business practices with qualified and experienced management personnel.

(ii) The Borrower shall not make any substantial change to the general nature of its business, as the case may be, from that as actually carried on at the date of this Agreement.

(i) Wilful defaulter

If a director of the Borrower is found to be a wilful defaulter, it shall ensure that such person is removed from the directorship.

(j) No Security

The Borrower shall not create or agree to create or allow to subsist any security on its rights, title and interest in and to the assets secured in favour of PNB under any Finance Document.

#### 4.3. Informational Covenants

(a) Financial Statements

The Borrower shall during currency of the Facilities supply to PNB, true and correct financial information including any material data relating to it, which affects commercial decision of PNB to give and or to continue the said credit limits sanctioned or to be sanctioned.

(b) Information: Miscellaneous

(The Borrower shall supply to PNB:

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(i) promptly, if it has notice of:

(A) any information, letter, communication or any other document of which the Borrower becomes aware or has knowledge of in relation to initiation of a corporate insolvency process (by whatever name called) by any person or any governmental authority or an application made or proposed / threatened to be made by any person (including to any governmental authority (including without limitation, the RBI)) or by any governmental authority (including without limitation, the RBI) in relation thereto; or

(B) any suit, or proceeding which is wholly or partly of a non-monetary nature that has been initiated against it which might, if adversely determined, have a Material Adverse Effect; or

(C) if a receiver is appointed in respect of any of its properties or business or undertaking, information in respect thereof;

(ii) promptly and in no event later than 3 (three) business days of the occurrence of such event, the details (in writing) of any litigation, arbitration, investigative or administrative proceedings or labour disputes against the Borrower which are current, pending or any notice in relation to which has been received by the Borrower and which might, if adversely determined, have a Material Adverse Effect;

(iii) promptly, any information regarding proposed merger, amalgamation or reconstruction of the Borrower

(iv) promptly, such further information regarding the financial condition, business and operations of Borrower as PNB may reasonably request;

(v) promptly, all information relating to any latent or patent defect/s affecting the security position and any material defects in the security and/or any defects which may affect the interests, rights and claims of PNB adversely, or which might have caused PNB not to enter into this Agreement or any Finance Document or provide the Facilities to the Borrower;

(vi) promptly all relevant information regarding any change in the nature and conduct of the business of the Borrower, which could reasonably be expected to result in a Material Adverse Effect prior to undertaking such a change in business; and

(vii) promptly, notice of any change in the authorised signatories, signed by one of its directors or its company secretary or partner of the Borrower (if applicable), whose specimen signature has previously been provided to PNB, accompanied (where relevant) by a specimen signature of each new signatory;

(viii) promptly upon making any decision by the Borrower to initiate an insolvency process (by whatever name called) or any discussions by the board of directors or partners of the Borrower in relation to initiation of an insolvency process (by whatever name called) of the Borrower.

(c) Notification of default

The Borrower shall notify PNB of any default in relation to or caused on account of the Borrower and any event or circumstance which constitutes an event of default (howsoever described) under any other material agreement binding upon it (and in each case, the steps, if any, being taken to remedy it) promptly (and in no event later than 3 (three) business days of the occurrence of such event) upon becoming aware of its occurrence.

(d) Books, records and inspection

(i) The Borrower shall keep proper books of account as required by applicable law and the business of the Borrower, as the case may be, and keep the said books of account and all other books, registers and other documents relating to the affairs of the Borrower at its registered office.

(ii) Upon the request of PNB, the Borrower shall provide PNB and any of its representatives, professional advisers and contractors with access to and permit them to, at the cost of the Borrower:

(A) enter any premises or property at all reasonable times;

(B) examine, inspect and make copies of the books and records of the Borrower, as the case may be, in each case at reasonable times and upon prior reasonable notice; and

(C) discuss the affairs, finances and accounts of the Borrower with, and be advised as to the same, by the relevant officers.

(e) 'Know Your Customer Checks

The Borrower shall submit to PNB all information required by PNB to complete all know your customer checks required by applicable law.

## 5. Events of Default

5.1. Each of the events or circumstances set out in the following sub-clauses shall constitute an event of default under this Agreement ("Event of Default"):

### (a) Nonpayment

The Borrower does not pay on the due date any amount payable pursuant to any Credit Agreement or any other Finance Document.

### (b) Other obligations

The Borrower does not comply with any of its obligations under this Master Agreement or any Finance Document other than those events specifically referred to in any other provision of this Clause 5.1.

### (c) Misleading Information

(i) Any information given by the Borrower or by any of its authorised representatives to PNB, and/or any other document/certificate/receipt/statement etc., to PNB in connection with any Finance Document is found to be misleading or incorrect in any material respect.

(ii) Any representation or statement made or deemed to be made by the Borrower in any Finance Document or in this Master Agreement or any other document delivered by or on behalf of the Borrower under or in connection with this Master Agreement or any Finance Document is incorrect or misleading in any material respect when made or deemed to be made.

### (d) Failure to furnish information/documents

The Borrower fails to furnish PNB with the information required to be provided to PNB under Clause 4.3 (Informational Covenants) of this Master Agreement or any other Finance Document or any other material information/s as required to be provided to PNB as per various statutes, rules, guidelines or required as per guidelines of the regulator i.e. the RBI or any other statutory authority from time to time.

### (e) Cross default

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(i) Any financial indebtedness of the Borrower is not paid when due nor within any originally applicable grace period.

(ii) Any financial indebtedness of the Borrower is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of any actual or potential default, event of default, or any similar event (however described) after the expiry of any originally applicable grace period.

(iii) Any commitment for any financial indebtedness of the Borrower is cancelled or suspended as a result of any actual or potential default, event of default, or any similar event (however described) after the expiry of any originally applicable grace period.

(iv) Any creditor of the Borrower becomes entitled to declare any financial indebtedness of the Borrower due and payable prior to its specified maturity as a result of any actual or potential default, event of default, or any similar event (however described) after the expiry of any originally applicable grace period.

(v) Any security over any assets of the Borrower is enforced by the holder of such security, or any analogous procedure or step is taken in any jurisdiction.

(vi) There is an event of default or potential event of default (howsoever described) or other similar condition or event which with the lapse of time or giving of notice may become an event of default under one or more agreements or instruments relating to any indebtedness granted by any person to the Borrower.

(f) Insolvency

(i) The Borrower is deemed by law to be unable to or admits its inability to, pay its debts as they fall due or suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.

(ii) The Borrower commits any act of bankruptcy, insolvency, suspends payment to any of its creditors.

(iii) The value of the assets of the Borrower is less than its liabilities (taking into account contingent and prospective liabilities).

(iv) A moratorium is declared in respect of the Borrower

(g) insolvency proceedings

Any corporate action, legal proceedings or other procedure or step in relation to:

(i) the suspension of payments, winding up, liquidation, dissolution, or reorganisation (other than a solvent reorganisation) of the Borrower;

(ii) a composition, compromise, assignment or arrangement with any creditor of the Borrower, including, under the Reserve Bank of India (Prudential Framework for Resolution of Stressed Assets) Directions 2019 dated June 7, 2019;

(iii) the appointment of a liquidator, receiver, insolvency professional or other similar officer in respect of the Borrower or the whole or a material part of its assets; or

(iv) any application in relation to an insolvency resolution process for voluntary insolvency under the Insolvency and Bankruptcy Code, 2016 (or any similar law or regulation) in respect of the Borrower is filed by the Borrower;

(v) any application initiating or otherwise in relation to an insolvency resolution process under the Insolvency and Bankruptcy Code, 2016 (or any similar law or regulation) in respect of the Borrower is filed by any person with a governmental authority or by any governmental authority with any tribunal or court of competent jurisdiction;

(vi) any action is taken or threatened to be taken or an intention to take any action is expressed in writing, by any governmental authority, in connection with an insolvency resolution process under the Insolvency and Bankruptcy Code, 2016 (or any similar law or regulation) in respect of the Borrower.

(h) Judgments, creditors' process

(i) The Borrower fails to comply with or pay any sum due from it under any final judgment or any final order made or given by a court of competent jurisdiction.

(ii) Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Borrower.

(i) Moratorium



The Government of India or any other relevant governmental authority declares a general moratorium or, standstill? (or makes or passes any order or regulation having a similar effect) in respect of the payment or repayment of any financial indebtedness (whether in the nature of principal, interest or otherwise) owed by the Borrower (and whether or not such declaration, order or regulation is of general application, applies to a class of persons which includes the Borrower).

(j) Expropriation

Any governmental authority or other authority (whether de jure or de facto) nationalises, compulsorily acquires, expropriates or seizes all or any part of the business or assets of the Borrower.

(k) Cessation of Business

The Borrower suspends or ceases, or takes any steps or action to suspend or cease, to carry on all or a substantial part of the business it carries on or proposes to carry on as on the Effective Date.

(l) Unlawfulness or change in law

It is or becomes unlawful for the Borrower to perform its obligations under any Finance Document.

(m) Repudiation

The Borrower repudiates this Master Agreement and/or any Finance Document or evidences an intention to repudiate this Master Agreement and/or any Finance Document.

(n) Material Adverse Effect

A Material Adverse Effect exists, has occurred or could reasonably be expected to occur.

(o) Material Litigation

(i) Any litigation, arbitration, investigative or administrative proceeding is current:

(A) to restrain the Borrower's entry into, the exercise of any of the Borrower's rights under, or compliance by the Borrower with any of its obligations under, the Finance Documents or

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(B) which PNB determines has or if, adversely determined, could reasonably be expected to have a Material Adverse Effect.

(ii) Any criminal litigation, investigation or proceeding is current, pending, initiated or threatened against the Borrower.

5.2. Upon the occurrence of an Event of Default, without prejudice to the remedies available to PNB under any Finance Document:

(a) PNB shall have the right to, by notice in writing to the Borrower:

(i) cancel the undrawn portion of any or all Facilities whereupon such Facility shall immediately be cancelled;

(ii) declare that all or part of the amount under any or all of the Facilities, together with accrued interest, and all other amounts accrued or outstanding under the relevant Finance Documents be immediately due and payable; and/or

(b) PNB shall be entitled to exercise all its rights and remedies available to it under applicable law, to enforce the rights contemplated under this Master Agreement and the Finance Documents, including the right to enforce the security created under any Finance Document, without any notice and without assigning any reason and at the risk and expense of the Borrower and if necessary, as attorney for and in name of the Borrower and shall also have the right to appoint a nominee director on the board of directors of the Borrower on such terms as PNB may deem fit and the Borrower shall undertake all acts and things and execute such documents and writings as may be required by PNB for giving effect to such appointment.

(c) the Borrower shall not, without the prior written consent of PNB, declare or pay any dividend or other distribution (whether in cash or otherwise) to its equity shareholders or partners (as applicable) during any financial year unless it has paid in full all the outstanding amounts to PNB in accordance with the Finance Documents.

(d) PNB shall be authorised to review the existing credit limits and report to take all necessary steps including recalling of the credit limits, invoking guarantees, filing of a suit or a reference with any court, tribunal, authority etc. or reporting the matter to any agency in line with the RBI's or PNB's guidelines and terms and conditions already agreed between the Parties and embodied in the Finance Documents.

## 6. Miscellaneous

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6.1. On and from the Effective Date, this Master Agreement and each Credit Agreement will be read and construed as one document.

6.2. In case of a conflict between the provisions of this Master Agreement and any Credit Agreement, the provisions of the relevant Credit Agreement, to the extent of such conflict, shall prevail and override the provisions of this Master Agreement.

6.3. On and from the Effective Date: (a) references in any Credit Agreement to "this Agreement" or "this Loan Agreement" shall be construed to include references therein to this Master Agreement; and (b) each reference to any Credit Agreement contained in any document shall be construed as a reference to such Credit Agreement as supplemented by this Master Agreement.

6.4. On and from the Effective Date, this Master Agreement is hereby designated as a "Finance Document".

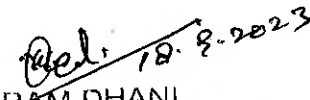
6.5. This Master Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same agreement.

6.6. This Master Agreement is governed by Indian law.

6.7. That the contents of the Agreement have been read over and translated into hindi vernacular language [name of the language of the borrower/s and borrower/s having understood the contents thereof subscribe(s) to these presents.

In witness whereof, each of PNB and the Borrower have hereunto set their respective signatures on the day, 18/09/2023 month and year as overmentioned.

Date: 18/09/2023  
Place: bulandshahar

  
VIJAY PAL SO LATE RAM DHANI

Authorized Signatory

Narration of affixing Common Seal, if any, by the Borrower

Signed, Sealed and delivered  
pursuant to Resolution passed by the  
Board of Directors on \_\_\_\_\_ in  
the presence of \_\_\_\_\_  
who has signed in token thereof.  
Address: \_\_\_\_\_

Fax No: \_\_\_\_\_

Email Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Signature

Name of PNB Officer:



Authorised Signatory