FOREIGN CURRENCY DENOMINATION LOAN AGREEMENT

	This agreement is made aton in between						
	M/s						
	fter called 'the Borrower' for the sake of brevity (which expression shall wherever the context lmits its/ their heirs, executors, successors and assigns) of the ONE PART and						
	TJSB SAHAKARI BANK LTD., formed and registered under the Maharashtra Co-						
Operati	Operative Society Act, 1960 and Multi-State Co-Operative Society Act, 2002 carrying on banking						
business and notified as Scheduled Bank by Reserve Bank of India and included in the Second							
	le to the Reserve Bank of India Act, 1984 having its registered office at TJSB House, Plot No.						
	oad No. 2, Wagle Industrial Estate, Thane (W) – 400604 hereinafter referred to as 'the Bank' sake of brevity (which expression shall wherever the context shall admit include its successors						
	igns) of the OTHER PART.						
WHER							
1.	The Borrower is carrying on the business of						
2.	The Borrower has availed from the Bank the cash credit facility / term loan of Rs/=						
	(Rupees) under sanction letter No						
	dated and have created securities by way of hypothecation, mortgage, guarantees						
	as are stipulated in the said sanction letter.						
	•						
3.	The Borrower has requested the Bank for converting the whole or part of the said cash credit						
	facility / term loan of Rs						
	into Foreign Currency Denominated Loan (FCDL) of USD (US Dollars						
	only) , hereinafter referred to as 'the FCDL' for the						
	sake of brevity, for the purpose of reducing interest burden (to avail the finance at cheaper						
	rate of interest) which the Bank has agreed to grant vide sanction letter no.						
	datedon the terms and conditions hereinafter						
	mentioned and upon having the amounts to become due to the Bank under such FCDL loan						
	account and interest thereon and all costs, charges, expenses and all other monies hereinafter						

mentioned and on the Borrower agreeing to comply with the terms and conditions stipulated herein in addition to other terms and conditions that may be stipulated by the Bank from time to time either in the letter of sanction or otherwise.

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withis Agreement witnesses and it is hereby agreed by an	nd between the parties as follows:			
Consideration:				
1. In pursuance of the said sanction letter no.	dated			
the Bank agrees to lend/ has le	ent and advanced Foreign Currency(US Dollars			
only) to the Borrower/s in one or more instalments and or on one or more occasions according the needs of the Borrower and as the Bank seems fit either as fresh loan or by earmarking the rupee equivalent from the Cash Credit / Term Loan the said FCDL loan is granted for a period of days/ month/s only. Rollover of the loan on due date will be on Bank's terms and conditions and at Bank's discretion.				
Where the FCDL is granted on more occasion that Term Loan this agreement will be valid mutatis for USD Repayment:	·			

- 2. The Borrower undertakes to repay the aforesaid FCDL of USD_____ and the interest thereon as per Interest Clause hereunder mentioned on or before _____ either from the export proceeds or from purchase of foreign currency from the Bank with the exchange risk being borne by the Borrower. The Borrower whenever called upon by the Bank shall obtain forward cover for purchase of the foreign currency, in case the export proceeds of the foreign currency expected to be received for payment fails to materialise.
- 3. The prepayment of the said FCDL loan amount is solely at the discretion of the Bank with the exchange risk to be borne by the Borrower. If the said FCDL is not repaid on due date, then the same will be crystallised by the Bank in Indian Rupees as per the T.T. selling rate prevailing on the said date for the US Dollar together with interest chargeable and will be treated as past due FCDL and shall attract interest at 2% over the commercial rate of interest applicable to the Cash Credit / Term Loan from the date of default. The difference in foreign exchange rate shall be on account of Borrower
- 4. The Exchange loss, if any due to non booking of forward contracts as a result of Exchange Rates fluctuation during the time of FCDL loan is to the account of the Borrower.

Interest:

5.	The Borrower further covenants with the Bank to pay interest in Foreign Currency at							
	basis point over prevailing 12 months LIBOR with monthly rests (calculated at							
	360 days a year) to be paid at the end of the each month with resetting of 12 months							
	LIBOR after 6 months from the date of till entire FCDL of							
	USD is repaid by the Borrower.							
6.	The Bank will be at liberty to crystallise the liability of Borrower in respect of the said							
	foreign currency loan at any time during the currency of the FCDL loan with a notice of							
	30 days to the Borrower.							
	Security:							
7.	The Borrower agrees that the said FCDL of USD granted by the Bank							
	pursuant hereto is being granted against credit limit to the Borrower of Cash Credit /							
	Term Loan of Rs/= (Rupees							
) which are secured by							
	hypothecation under agreement/s dated and mortgage/s dated							
	and the said securities charges by way of hypothecations and mortgages							
	are extended to the said FCDL loan of USD granted by the Bank together							
	with all interest, penal interest, liquidation damages, front end fee on prepayment of on							
	redemption costs, expenses and other monies whatsoever stipulated in this agreement.							
8.	The Borrower agrees to give additional security for repayment of the FCDL loan and if							
	required by the Bank and to execute such further document by way of registered/equitable							
	mortgage of the immovable property/ies belonging to the Borrower and/or hypothecation							
	of the movable plant and machinery, stocks of raw materials, current assets etc as may be							
	required by the Bank from time to time to secure the said FCDL loan agreed to be							
	lend/lent and advanced by the Bank or the balance outstanding in the said FCDL loan							
	account from time to time. The Borrower shall procure execution of such mortgage							
	documents by all the persons having any right, title of interest in the property that may be							
	offered in mortgage and to make out clear and marketable such property.							
9.	The Borrower further agrees to obtain additional guarantor to the satisfaction of the Bank							
	to guarantee the due repayment by the Borrower of the said FCDL loan and on the							
	balance outstanding from time to time thereon and further agrees to procure the execution							
	by the said guarantors of guarantee deeds (in the form prescribed by the Bank in this							
	behalf) in favour of the Bank and secure by way of registered or equitable mortgage of the							
	guarantor's immovable property to secure the guarantee to be undertaken by guarantors.							

10. The Bank shall be entitled at anytime and from time to time without by notice, reference, or intimation, to the Borrower and without Borrower's consent to adjust, appropriate or set-off any credit balance or any part thereof due to or become due to the Borrower in any

of their current, savings, term deposits or any deposit account or any account whatsoever at any of Bank's branches in the borrower's name with or without joint name of any other person/s or before or after the maturity dated thereof towards satisfaction or past satisfaction of outstanding debt balance due or to become due by the Bank's branches whatsoever.

- 11. Nothing herein contained shall prejudice any other securities present or future of any right or remedy available to the Bank against the Borrower or Guarantors or contribute towards the recovery of the monies due by the Borrower to the Bank hereunder.
- 12. Any stamp duty, penalty, registration charges, or deficit therein if any, payable on the document shall be borne and paid by the Borrower.
- 13. The Borrower/s agree/s that this agreement shall be in full force and effect and shall not be terminated still the said FCDL loan account is closed and all outstanding thereon satisfied in full, nor shall it be treated as merged into, or modified or altered due to execution of the security or other documents hereafter.
- 14. The Borrower admit and declares that this agreement is supplemental to the Loan Agreement executed by him in respect of Cash Credit Facility / Term Loan of Rs._____ and the said agreement shall be an integral part of the said agreement executed by the Borrower.

In witness whereof the parties have executed these presents on the day and year first herein before mentioned.

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	The Common Seal of the within named)	
	was affixed)	
	hereto pursuant to the resolution passed)	
	by the Board of Directors in the)	
	presence of Shri and)	
	Shri, Directors)	
	Of the Company and Mr)	
	Being the person authorized for the)	
	purpose who have signed these presence)	
	in the presence of)	
(ii)	(Where the signatory is a Partnership firm)		
	Signed and delivered by the said)
	through the hand of its Partners)	

(Where the signatory is a (Company)

(i)

	Mr)					
	Mr)					
	Mr)					
	and Mr)					
	in the presence of)					
(iii)	(Where the signatory is a Proprietorship firm)					
	Signed and delivered by					
	Shri)					
	in the presence of)					
(iv)	Where the Signatory is an individual					
	Signed and delivered by the withinnamed)				
	Shri)				
	in the presence of					
(v)	Where the signatory is an HUF)			
	Signed and delivered by)			
	Shri as Karta of)			
	(HUF) for himself)				
	and on behalf of all co-parcenors)				
	in the presence of)			
SIGNE	D AND DELIVERED)			
By the	within named Bank)			
TJSB	Sahakari Bank Ltd)			
By the	hand of)					
In the p	presence of)		