

## LOAN AGREEMENT

THIS LOAN AGREEMENT IS EXECUTED ON THIS .....DAY OF .....20.....BETWEEN

**The Borrower, Guarantor(s)** more particularly described and set out in the Schedule hereof, hereinafter referred to as **"the Borrower"** (which expressions shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/its/their respective heirs, executors, administrators, nominees, attorneys, and legal representatives (where the/a Borrower is an individual/Sole Proprietor), authorised representatives, successors-in-office/interest and permitted assigns as the case may be, (where the Borrower is a Company incorporated under the Companies Act, 1956 or Companies Act, 2023, or any other body corporate), the partner(s) from time to time of the firm, the survivor(s) of the them and the heirs, executors, administrators, legal representatives, nominees and successors of the partners (where the/a Borrower is a partnership firm), of the ONE PART

AND

**M/s. EQUITAS SMALL FINANCE BANK LIMITED**, a banking company incorporated under the Companies Act, 1956 carrying on business as per the provisions of the Banking Regulation Act, 1949, having its Registered office at 4<sup>th</sup> Floor, Phase-II, Spencer Plaza, 769, Anna Salai, Chennai - 600 002, hereinafter referred to as **"Bank/Lender"** (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in office/interest and assigns) of the **OTHER PART**

The expression Bank/Lender and Borrower and Guarantor(s) may hereinafter be individually referred to as such or Party and collectively as Parties.

**WHEREAS** Bank is inter alia engaged in the business of extending loan facility to Self Employed, Company, society, trust, Firm, Limited Liability Partnership, etc., against mortgage of the Property/ies as described hereunder.

**WHEREAS** borrower(s) has/have requested Bank to provide Loan Against Property up to the limit(s) eligible by the borrower/s as specified in the Sanction Letter and / or Welcome Letter, with full power to Bank from time to time to renew or reduce or enhance the limit or altogether withdraw the loan facility on the terms and conditions appearing herein (hereinafter collectively and individually referred to as "the said loan"), details of which are specified in the Schedule-I of this agreement read with original sanction letter.

### **NOW THIS LOAN AGREEMENT WITNESSETH AS FOLLOWS:**

#### **1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, unless anything repugnant to the context or meaning thereof, the expression listed below shall have the following meanings. The terms and expression not defined herein, where the interpretation and meaning have been assigned to them of the General Clauses Act, 1987, have that interpretation and meaning.

- a) **"Agreement"** means the Loan Agreement executed for Loan Against Property.
- b) **"Borrower(s)"** means one or more individual(s) whose name(s) and address(s) is/are stated in the Schedule executing this agreement and each one being deemed to have executed this Agreement individually and in case of more than one, all of them having agreed to their liabilities hereunder, jointly and severally and the term "Borrower" shall include Guarantor(s), their respective heirs, executors, successors, administrators and legal/authorised representatives and permitted assigns.
- c) **"EMI" or "Equated Monthly Instalment"** shall mean the amount payable every month by Borrower on the due dates to Bank comprising of interest or as the case may be, principal and interest, whether previously demanded or not.
- d) **"Interest Rate"** means the rate of interest which the Bank shall compute and apply on the Loan, as stated in the Schedule or as may be amended from time to time by Bank and conveyed to Borrower vide letter to that effect, which letter/s shall form an integral part of the original sanction letter and this loan agreement shall always be read in conjunction with the same.
- e) **"Loan"** means the finance or credit facility granted by Bank in terms of this Agreement and shall also mean to include the principal amount of loan, interest, charges and all dues outstanding thereunder, if the context so requires granted on the property, to refinance i.e. takeover of the loan, availed of earlier by Borrower from any person other than Bank, for the purchase or Improvement or both which and/or against the security of which the loan is granted by Bank in terms of this Agreement.
- f) **"Property"** means a real estate property in the nature of vacant land or a land with building (including a plot of land with or without construction thereon or a residential/commercial flat/apartment/commercial space in a residential/commercial building):  
Property shall include the improvements, additions, fixtures, fittings made to it whether or not by utilizing the Loan proceeds and also all benefits arising out of the Property.
- g) **"Schedule"** means the schedules of this Agreement.

1.2 In this Agreement, singular shall include plural and the masculine gender the feminine or neutral gender.

1.3 All other terms and expressions used but not defined herein, shall have the interpretation and meaning assigned to them in the General Clauses Act, 1987.

1.4 The arrangement of clauses in this Agreement shall have no bearing on their interpretation.

#### **2. TERMS OF THE LOAN**

- a) The Bank agrees, based on the Borrower's Request, Representations, Warranties, Covenants and Undertakings as contained herein and in the application for Loan and other documents executed or tendered by the Borrower in relation to the Loan, to lend to the Borrower and the Borrower agrees to borrow from the Bank, the Loan on the terms and conditions as fully contained in this Agreement and the Schedules.
- b) The relationship between the Bank and the Borrower as lender and borrower shall commence from the date of this Agreement and subsist until all monies due and payable by the Borrower to the Bank under this Agreement and in all other documents pursuant hereto shall have been fully paid to and received by the Bank.

#### **3. FEES, CHARGES, COSTS AND CLAIMS**

- a) The Loan shall bear Service Charges and any other fees, including GST, if any, as mentioned in the Schedule included as part of the agreement and Schedule of Charges published by the Bank in its website from time to time (both together called "Schedule of Charges"), which the Borrower agrees to reimburse to the Bank separately.
- b) The Bank shall be entitled to recover from the Borrower Prepayment Charges at the rate mentioned in the Schedule of Charges under the sanction letter and / or welcome letter on the amount of Loan, repaid by the Borrower ahead of the Repayment Terms as mentioned in the Sanction Letter and / or Welcome Letter.
- c) The Bank shall also be entitled to recover from the Borrower any other charges or costs incurred or claims suffered by the Bank in connection with the Loan, including on account of execution and stamping of this Agreement and any other documentation or security creation pursuant to this Agreement.
- d) The Borrower(s) agree that the said service charges and other fees shall not be refundable to the Borrower(s) under any circumstances, even if the loan is not availed or granted by the Bank subsequent to sanction of the Loan.

#### **4. DISBURSEMENT**

- a) The Borrower(s) herein consents with the Bank that the day of disbursement shall be treated as the day on which the customer has realized the disbursement amount irrespective of the collection/realization delays that any have occurred. The date of commencement of EMI shall be as mentioned under the repayment schedule as set out under the welcome letter.
- b) All disbursements to be made by the Bank to the Borrower(s) in terms of this Agreement shall be by cheque duly crossed, marked "A/c Payee only" or by Demand Draft or any other accepted modes of transfer of funds permitted under the Indian banking system, at the sole discretion of the Bank. The collection charges or such other charges levied, if any, in respect of all such cheques or modes of transfers will have to be borne by the Borrower(s), irrespective of the time taken for transit/collection/realization of the cheque by the Borrower(s) of its bank.
- c) The Borrower shall pay to Bank a commitment charge at the rate of 1% per annum or as per the rate of the Bank in that behalf as in force from time to time on the principal amount of the loan or any part thereof, as the case may be, which shall not have been drawn and shall not have been cancelled by Bank.
- d) The Bank shall, unless otherwise agreed between the Borrower and the Bank, issue the abovementioned cheques or Demand Drafts:
  - (i) in the name of the seller or vendor towards payment of the purchase price of the Property from whom the Property is being purchased utilising the Loan; or
  - (ii) in the name of the materials supplier, civil contractor or any other person as notified by the Borrower towards the materials, labour or professional costs, towards the construction or improvement of the Property; or

- (iii) in the name of the previous financier towards the repayment of the previous loan to be taken over by utilising the Loan; or
- (iv) in the name of the Borrower, at the discretion of the Bank.
- e) The Bank may not disburse at any time, any amount under the Loan unless the following conditions are complied with in the sole discretion of the Bank:
  - i. The Loan Agreement is duly executed and delivered to the Bank by the Borrower;
  - ii. The Borrower satisfies the Bank of his (or becoming his consequent upon the purchase utilising the Loan) clear and marketable title to the Property;
  - iii. The Borrower's submission to the satisfaction of the Bank of a Certificate of Employment from his Employer and his financial statements;
  - iv. The Borrower's submission to the Bank, post-dated cheques, standing instructions, ACH towards repayment of instalments; and
  - v. Submission of all the necessary approvals and permission form, the appropriate authorities including but not limited to approvals and certificates from corporations.
  - vi. Any other document or writing as the Bank may require in its sole discretion.
- f) The Bank may not, having disbursed any amount, disburse any further amount under the Loan unless the following conditions are complied with in the sole discretion of the Bank before such further disbursement:
  - i) No event of default shall have occurred;
  - ii) The Borrower shall have produced evidence of the use of prior disbursements;
  - iii) The Borrower shall have assigned in favour of the Bank, the insurance policy(ies) as required by the Bank;
  - iv) The Borrower shall have produced his periodic financial statements; and
  - v) The Borrower shall have produced all or any other documents or writings as required by the Bank in its sole discretion, which shall be binding on the Borrower.
- g) The Borrower shall repay to the Bank the amount equated in terms of monthly installments as per the repayment schedule, whether previously demanded by the Bank. The equated monthly installment includes interest.
- h) Notwithstanding anything to the contrary contained herein, Bank may by a written notice to the Borrower suspend or cancel further disbursement of loan, if the loan shall not have been fully drawn within 30 days from the date of the letter of sanction.

## 5. INTEREST & LOAN ACCOUNT

- a) The rate of interest on the Loan amount shall be as specified in the sanction letter and / or welcome letter and/or key fact statement hereof.
- b) The rate of interest stipulated in the Schedule shall remain fixed during the term of the Loan facility. The Bank shall, however, at its discretion, be entitled to revise from time to time, upwards or downwards, the rate of interest applicable for the Loan during the subsistence of the Agreement. Such variation(s) would be subject to the terms of sanction letter and would be intimated to the Borrower(s) and binding upon the Borrower(s).
- c) Interest and all charges shall accrue from day to day and computed on basis of 360 days a year and actual number of days elapsed.
- d) The Borrower(s) shall pay all duties, cess, license fees, taxes, insurance premiums and other charges/outgoings whatsoever in respect of this Agreement or in relation to the Property, whether with retrospective or prospective effect and if the Bank makes any such payments, the Borrower(s) shall reimburse the Bank within 3 days of receipt of the due intimation from the Bank in this regard. In the event the Borrower(s) fails to reimburse the said amount, interest at the default rate mentioned in the sanction letter and / or welcome letter shall accrue thereon from the date of payment by the Bank and the same shall be added to the amounts due by the Borrower(s) to the Bank.
- e) Without prejudice to the other rights of the Bank, if the Borrower(s) defaults in remitting any amounts due to the Bank pursuant to this agreement, the Borrower(s) shall pay to the Bank penal charges at the rate mentioned in the Schedule (or at such higher rate as the Bank may specify/intimate from time to time) on the amount due but not paid, for the period of delay. The Borrower(s) shall be liable to pay interest on the loan amount from the date of disbursement of the loan at the rate specified in the sanction letter and / or welcome letter.
- f) Except when chosen by the customer to the contrary, in case of floating rate loans linked to External Benchmark rate (EBR), whenever interest rates are reset consequent to change in External Benchmark Rate, the endeavour would be to keep the EMI amount constant while the loan tenure and the number of EMIs can be increased or decreased depending on the change in EBR. However, where keeping EMI constant results in negative amortisation, EMI amount would be suitably revised upwards to prevent such negative amortisation.
- g) The borrowing under this agreement is a commercial transaction and the Borrower(s) and Guarantor(s) waives any defence under the usurious or other laws relating to charging of interest. The Borrower(s) shall not be entitled to cancel the facility or refuse accepting the disbursement except with the consent of the Bank and payment of necessary foreclosure or cancellation charges

## 6. APPROPRIATION

- a) The Bank shall have a right to appropriate any payment due and payable under the loan agreement and made by the Borrower or guarantor(s) towards dues in any order that the Bank deems fit, towards the following:
  - i. Repayment of Principal due and payable under this loan agreement or under any other.
  - ii. penal charges, payable in terms of this Loan Agreement.
  - iii. charges, if any, payable in terms of this loan agreement.
  - iv. Interest on costs, charges, expenses and other monies.
  - v. Premium on Prepayment
  - vi. Costs, Charges, expenses and other monies
  - vii. to the dues under any other loan agreement of the Borrower, in whatever capacity.
- b) Notwithstanding any instruction or authorization by the borrower, it is specifically agreed between the parties hereto that if the Borrower has, besides this agreement, already entered into or in future enters into, any other agreement/s with the Bank either in his/their name, in whatever capacity, or in the name of his/their partners, relatives, nominees or representatives, either as borrower and/or as guarantor(s), then:
  - I) Any payment made by the Borrower or his/their relatives, partners, nominees, representatives under this agreement, shall be treated as only an "on account payment" and shall be appropriated by the Bank at its sole discretion to the account of any of the agreements entered into by the Borrower, his/their relatives, partners, nominees or representatives with the Bank, in whatever capacity, whether during its tenure or thereafter as the Bank deems fit even if the Borrower, his/their partners, nominees or representative issues any specific instructions to the contrary.
  - II) The Bank shall be at liberty to take possession / repossess / sell the Asset mentioned in the Schedule to the MODT/Deed of Mortgage towards realization of the said dues payable by the Borrower or his/their relatives, partners, nominees, representatives under any other agreement entered into by them with the Bank regardless of whether all the amounts due and payable under this agreement are paid and settled and without prejudice to the Bank's other rights vested under such agreement/s.
  - III) The charge created by the Borrower or the owner of the Asset as the case may be under any other agreement with the Bank shall be continuous and the Bank shall be at liberty to withhold the No Objection Certificate (NOC) even on discharged agreements and to take possession and sell the Property / assets, without intervention of courts, given to the Borrower under any other agreement towards realization of the said dues payable by the Borrower under this agreement.
  - IV) The Bank shall be entitled to cross collateralise and/or extend the charge over any or all properties, created under this agreement to any other agreement of the borrower and/or guarantor(s), their relatives, partners, nominees, representatives etc., and a notice of the intention to do so by the Bank to them shall be sufficient and binding on the parties concerned,
  - V) Without prejudice to the rights of the Bank stated hereunder the Borrower hereby agrees and consents that the security provided under this agreement shall also act as a continuing security against all the outstanding borrowings/guarantees, if any, with the Bank under any other agreement and the Bank shall have the absolute discretion to liquidate and appropriate the security provided under this loan agreement to settle all such outstanding of the Borrower under any other loan agreement notwithstanding the fact that there may not be an event of default under this agreement or any other agreement.

VI) The Borrower, and/or anyone remitting on his/her/its behalf, undertakes that in an event of his/her/its remitting the instalments in advance, for any reason whatsoever as against the due date, such instalment paid in advance shall be appropriated by the Bank on the due date of the instalment as per the repayment mentioned under the sanction letter and / or welcome letter and the Borrower shall not be entitled to claim interest for such instalments remitted in advance by him/her/it.

#### 7. PREPAYMENT AND PRECLOSURE

- a) The Bank may at its sole discretion and on such terms as pay pre-payment charges etc., as it may be prescribed, permit acceleration of EMI or prepayment (PRE-EMI) at the request of the Borrower. If the loan is pre-closed, the Borrower shall pay Pre-closure charges as per the sanction letter of the outstanding loan liability or such higher percentage as Bank may stipulate at its sole discretion, from time to time.
- b) No prepayment is allowed within six months from the date of loan disbursement.
- c) The Borrower(s) may pre-pay the entire outstanding loan or part thereof through banking channels like RTGS, NEFT, Cheque etc., by giving to the bank not less than 15 advance days' notice in writing, of the Borrower(s)'s intention to pre-pay to the bank in full the outstanding principal amount of loan, overdue installments, interest, penal charges and all other monies due and payable by the Borrower(s) under the agreement to the bank. Prepayment charges shall be as prescribed in the sanction letter and / or welcome letter or such rates as decided by the bank will be applicable.
- d) The foreclosure amount mentioned in the statement is subject to realization of the cheques shown in the statement of account and on the assumption that all the payments have been remitted towards the agreement failing which, the same will be reversed and become payable along with cheque dishonour charges, penal charges and other charges as applicable on identification, even if it be after issuance of NOC.

#### 8. REPAYMENT

- a) The Borrower(s) shall pay to the Bank all sums of money which may become payable by the Borrower(s) to the Bank under this agreement as and when it falls due, without any delay or default. The Borrower(s) acknowledges that strict compliance to the repayment schedule is an essential condition for grant of the loan and that time is the essence of this contract.
- b) The repayment of the loan and the interest shall be made by the Borrower(s) in installment as per the terms set out in the sanction letter and / or welcome letter. The repayment schedule mentioned herein above is without prejudice to the right of the Bank, to be paid on demand as contemplated under this agreement, the entire loan amount along with other dues. Further, the computation/ fixation of the installment will be without prejudice to the right of the Bank to re-compute the amount of installments provided in the Schedule shall not however, affect the rights of the bank to terminate the agreement at any time if it deems fit and demand payment of all amounts already fallen due and remaining unpaid, if any together within all future installments and any other amounts as may be due, subject to any discount on the future installments as may be allowed by it.
- c) All amounts payable by the Borrower(s) to the Bank, shall be paid without any deduction whatsoever at the Registered office of the Bank at Chennai/ Branch office on or before the due dates. However, even if payments are made prior to the due dates, credit will be given for the payments only on the due dates or on realization of the instruments whichever is later and the borrower shall not be entitled to interest for any such payment made prior to the due dates. Any payment made at the branch office of the Bank shall be deemed to have been received at Chennai, where the registered office of the bank situate.
- d) The Borrower(s) shall be liable to pay the installments as stipulated in the sanction letter and / or welcome letter, whether previously demanded by the bank or not.
- e) The charging of penal charges shall however not relieve the Borrower's obligation of strict compliance with repayment schedule being an essential condition for the grant of loan.
- f) The Borrower(s) confirm(s) having perused, understood and agreed to the Bank's method of calculating the monthly installments as also the division thereof into principal and interest.
- g) If the due date falls on a day which is a holiday, the payment is to be made on the immediately preceding working day.

#### 9. ALTERATION AND RE-SCHEDULING OF THE INSTALLMENTS:

- a) The Bank, at its sole discretion, retains the right with no obligation, to review the facility for such further periods on such terms and conditions as it may deem fit.
- b) The Bank shall be entitled to, if it so deems fit, alter or re-schedule the installments in such manner and to such extent as it may, in its sole discretion, decide and communicate the same to the Borrower(s) in writing, whereupon repayment shall be made by the Borrower(s) as per the said alteration and re-scheduling notwithstanding anything stated in the sanction letter and / or welcome letter. The Borrower(s) shall not be entitled to question any version or re-scheduling of installments as may be done by the Bank in pursuance hereof.
- c) Based on satisfaction of loan repayment and track record of the Borrower(s), the Bank at its sole discretion may grant additional loans over and above the loan granted hereunder. The additional loans may be granted only on execution of such documents as may be stipulated by the Bank as per the prevailing credit norms of the Bank from time to time. The Borrower(s) shall have no claim the additional loans by virtue of this clause. The security provided under this loan shall stand extended for such additional loan facility also and shall stand cross collateralised for any other facility or all facilities of the Borrower, in whatever capacity.

#### 10. SECURITY

- a) The Borrower agrees and undertakes that the principal sum of the loan, interest, commitment and other charges and any other dues under this Agreement shall be secured by a first and exclusive mortgage of the property described in the schedule to the Memorandum of Deposit of Title Deeds /Deed of Mortgage (hereinafter referred to as "**the property**") and charged in favour of the Bank, in a form as may be decided by the Bank and satisfactory to the Bank.
- b) The Borrower shall:
  - i. Give a declaration to the effect that the Borrower has a clear and marketable title to the property offered as security which is free from all reasonable doubts and encumbrances and that the Borrower indemnifies and keeps BANK saved and harmless against any risk whatsoever.
  - ii. Execute any such agreement/s, document/s, undertaking/s that may be required now or hereafter at any time during the pendency of this loan or any other loan or loans granted by Bank hereafter.
  - iii. Execute a power of attorney in favour of Bank in the form prescribed by Bank.
  - iv. Obtain such approval/permissions/consent/no-objection certificate as may be necessary for creation for the mortgage in favour of Bank, from the authorities/bodies/persons concerned.
- c) If, at any time, during the subsistence of this Agreement, Bank is of the opinion that the Borrower should provide and furnish other and/or additional security for the loan, the Borrower shall provide and furnish to the Bank, to its satisfaction such other or additional security as may be acceptable to the Bank.
- d) If at any time the Bank is of the opinion that the value of the said property is not adequate or sufficient for the purpose of securing the due repayment of the loan, and monies due thereon, the Bank shall be entitled to call for any additional security by notice in writing and the Borrower shall be bound to comply with the said notice and provide any additional security or execute any further mortgage of any other property satisfactory to the Bank within 30 days from the receipt of the letter.
- e) The Borrower will from time to time on the request of Bank do all such acts and/or execute all such additional documents as Bank may consider necessary for perfecting the title of Bank to any security which may be created in favour of Bank and/or for securing the Bank the full benefit of all rights, powers and remedies conferred on Bank herein.
- f) The borrower undertakes to create and/or cause to be created from time to time such additional security which may be made in favour of Bank as Bank may require to secure the payment of the borrower's Dues and also undertakes to execute and / or furnish the Bank such guarantee/s and other documents and writings as the Bank may require. Without prejudice to the generality of the above, the borrower agrees and undertakes to create in favour of the Bank such additional security as Bank may require in event of:
  - i. The borrower's dues then outstanding being more than the market value of the security which may be made available to Bank (computed as per the Bank's loans and policies); or
  - ii. The depreciation or destruction of or damage or fall in value of any security which may be made available to Bank as security or the title of any security which may be available to Bank being unclear, unmarketable or encumbered in the opinion of Bank.
- g) All securities which may be furnished to the Bank pursuant to this Agreement or otherwise in connection with the loan shall be and remain a continuing security to Bank binding the borrower and -
  - i. shall not be discharged by any intermediate payment by the borrower or any settlement of accounts between the borrower and Bank or the loan account being in credit; and



- ii. shall be in addition to and not in substitution for or derogation of any other security which Bank may at time hold in respect of the borrower's Dues / obligation hereunder and
- iii. Shall be available to Bank until all accounts between Bank and the borrower in respect of this agreement and any other agreement, in whatever capacity, the entire loan outstanding is ultimately and finally settled.

#### 11. USE OF THE PROPERTY

- a) The Borrowers shall ensure to use the Property only for the lawful purpose and shall also use the same in such a manner not to offend or violate any statutory provision of Central or State legislations.
- b) The Borrowers undertakes to keep the Property covered by a valid insurance wherever necessary during the continuance of this Agreement and to use the asset only for the purpose mentioned at the time of availing the financial facility.
- c) The Borrowers undertakes not to use the Asset for any unlawful or illegal activity and the Borrowers shall be responsible for any damage or loss sustained by the bank in respect of the asset, as a result of such wrongful or unlawful use. The Borrower undertake to use the asset only for the use indicated by the Borrowers to the Bank and as stated in this agreement, at his own cost and expenses.
- d) Borrower undertakes not to deal with the property in any manner whatsoever either partially or fully during the currency of this agreement or any other agreement, in whatever capacity, entered into by the borrower with the bank, by way of sale, lease, creation of any other encumbrance in favour of any person/entity by way of subsequent mortgage over the said property/properties without the borrower settling the entire dues of the bank in full under this loan and/or any other loan of the borrower, in whatever capacity. Any mortgage created subsequently shall be no mortgage and shall not affect the mortgage interest and rights of the bank over the mortgage of the property.

#### 12. BANK'S RIGHTS UNDER THE AGREEMENT

- a) The Bank shall have a right to receive a monthly business report from the Borrower and the Borrower agrees to submit the same to the Bank by third day of every month.
- b) The Bank shall have a right to conduct a monthly inspection of the Property and audit of the customer's business. The Borrower shall facilitate smooth conduct of the monthly audit and shall provide all necessary assistance to the Bank in this connection.
- c) In case of any breach of the terms or in case of any of the events happening as stated herein before, at the option of the Bank, and without necessity of any demand upon or notice to the Borrower, all of which are here by expressly waived by the Borrower, and notwithstanding anything contained herein or any security documents executed to be executed by the Borrower in the Bank's favour, the said Dues and all of the obligations of the Borrower to the Bank hereunder and/or under any other facility of the borrower, in whatever capacity, shall immediately become due and payable and the Bank shall be entitled to enforce its rights and security provided herein ignoring the breach committed by the borrower. The Bank may utilise any document executed by the Borrower/any other person in favour of the Bank for the purpose of selling the Property/enforcing security.
- d) Bank shall be entitled to proceed against the mortgaged security, in case of more than one, without having to proceed against all the mortgaged security at a time, and choose to proceed against the mortgaged security at its discretion. However, the choice exercised by the bank shall not be constructed as having given up its right against the mortgaged security as it is entitled to proceed against the other securities also.
- e) The Bank may, at its own discretion without assigning any reason and upon written notice mailed or delivered to the Borrower terminate the Loan herein granted and demand repayment thereof. Delivery of such notification by the Bank shall constitute sufficient notice of such cancellation, and thereupon the said loan, all interest due and payable thereon and all liabilities and other obligations of the Borrower thereunder to the Bank including interest and other charges shall become due and payable by the Borrower immediately to the Bank.
- f) It is expressly agreed and understood that the repossession and/or sale of the Property on occurrence of any Event of Default shall not be a condition precedent for the enforcement of claim for any amount due under this Agreement by the Bank against the Borrower(s) and/or Guarantor(s) personally.
- g) Any inability, failure or omission on the part of the Bank to take possession of the Property shall not affect its right to terminate the Agreement at any time if it so decides, nor shall constitute condonation of the default or waiver thereof or affect the right of recovery of all amounts due under the Agreement personally from the Borrower(s) and/or Guarantor(s).
- h) Notwithstanding anything stated in this agreement, the continuation of the loan after such termination shall be at the sole and absolute discretion of the Bank and the Borrower(s)' Outstanding shall be payable to the Bank, as decided by the Bank at the relevant time. The Bank may, at any time, at its sole discretion and without assigned any reason whatsoever, call upon the Borrower(s) to repay the Borrower(s) outstanding and thereupon the Borrower(s) shall, immediately on being so called upon, pay the whole of the Borrower(s)' outstanding to the Bank without any delay whatsoever. The amount of dues stated to be payable by the Borrower(s) shall be final and binding on the Borrower(s).
- i) The rights, powers and remedies given to the Bank by this Agreement shall be in addition to all rights, powers and remedies given to the Bank by virtue of any other security, statute or rule of law. The Bank may exercise its lien or right of set-off with respect to any obligation of the Borrower to the Bank and shall have a lien on all properties or securities of the Borrower in the Bank's possession or custody whether for safe-keeping or otherwise.
- j) Without prejudice to the rights and remedies available to the Bank, the Borrower hereby agrees and confirms that upon the occurrence of any Event of Default, the Borrower shall not repay any other indebtedness (including working capital facilities) incurred by the Borrower before repaying the Loan to the Bank.
- k) All expenses incurred by the Bank, whether before or after an Event of Default, has occurred including in connection with:
- a. preservation and/or protection of, or enforcement action against the Borrower's Property or the Properties comprised within the security, if any, for the Facility (whether then or there after existing), and
- b. collection of amounts due under the Agreement and the other Documents, shall be payable by the Borrower.
- l) The Bank shall have the right to receive and adjust any payment/s that it may receive as an assignee of the insurance in relation to the Property and on the life of the Borrower towards amounts due and/or payable by the Borrower under this Agreement;
- m) The Bank shall, without there being any obligation to do so, at Borrower's cost, insure the Property or take any measure for the upkeepment and preservation of the Property;
- n) The Bank shall have the right to create a charge or mortgage over the Property as security in its own favour or in favour of any third party;
- o) The Bank shall have the right to obtain refinance against the Loan as it may consider appropriate;
- p) The Bank shall be entitled to require the Borrower, in the event of the Borrower opting to resign or retire from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever, to instruct his employer to remit the entire dues (including provident fund, gratuity and compensation) becoming payable by the Borrower from his employer on account of his such cessation of employment and to receive and appropriate the same towards the Borrower's liability under the Loan.
- q) Upon occurrence of any Event of Default(s), the Bank shall also be 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 and to remit the same to the Bank until all of the Borrower Dues outstanding from the Borrowers to the Bank is/are completely discharged. The deductions shall be of such amounts and to such extent, as the Bank may communicate to (and instruct) the Borrower's employers. The Borrower shall not raise/create any objections to such deductions. No law or contract governing the Borrower and/or the Borrower's employer prevents or restricts in any manner the aforesaid right of the Bank to require such deduction and payment by the Borrower's employer to the Bank. Provided/however that in the event the said amounts so deducted are insufficient to repay the outstanding Borrower's Dues to the Bank in full, the unpaid amounts remaining due to the Bank shall be paid by the Borrower in such manner as the Bank may in its sole discretion decide and the payment shall be made by the Borrower accordingly. The Borrower shall execute and deliver to the Bank such authorization as may be required by the Bank in this regard.
- r) In addition to the rights specified above, the Bank shall also be entitled to appoint at the cost of the Borrower: (i) any person engaged in technical, management or any other consultancy business to inspect and examine the working of the Borrower and/or the Property/ies including the Borrower's premises, factories, plants and units and to report to the 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 for its working or as concurrent or internal auditors, or for conducting special audit of the Borrower.
- s) The Bank shall not in any way be liable/responsible, notwithstanding anything to the contrary under any applicable laws, for any loss, deterioration or damage to, the Property/other property/ies provided by the Borrower on any account whatsoever: whilst the same are in the possession of the Bank or by reason of exercise or non-exercise of any rights and remedies available to the Bank as aforesaid.



t) Notwithstanding any suspension of the Facility, all rights and remedies of the Bank under the Documents shall continue to survive until the receipt by the Bank of the Borrower Dues in full.

u) In case of the borrower being the Company / Partnership firm / LLP etc., if in the opinion of the lender, the performance of borrower is not satisfactory, the lender at its discretion may seek a guarantee from the Director / partner and/or such other person to further secure the interest of the lender under the loan agreement.

v) Notwithstanding any suspension or termination pursuant to the Agreement, all the provisions of the Agreement for the benefit or protection of the Bank and its interests shall continue to be in full force and effect as provided in the Documents.

### 13. REPRESENTATIONS AND WARRANTIES OF THE BORROWER

The Borrower, hereby represents/warrants to/ covenants/ undertakes with the Bank as follows:

a) The Borrower has given complete and accurate information and details in the application form about himself and the Property

b) The Borrower shall make available to the Bank such security (including mortgage over the Property) in such form and substance as may be required by the Bank;

c) The Borrower is (when the Property is in existence) or shall be (when the Property shall come in existence upon the proposed utilization of the Loan) absolutely seized and possessed with and sufficiently entitled to the Property;

d) The Borrower shall always have until all his dues hereunder are repaid to the Bank, a clear and marketable title to the Property, free from all encumbrances whatsoever

e) The Borrower shall maintain the Property in good order and habitable condition and not allow it to deteriorate or commit any act which is destructive or permanently injurious to the property or do anything which will render the security in favour of the Bank, insufficient;

f) The Borrower has no pending claims, demands, litigation or proceedings against him before any court or authority (public or private);

g) The Borrower shall ensure that the purpose for which the Loan is advanced by the Bank is fulfilled in all respects and produce to the Bank, the necessary documents, including construction completion certificate, occupancy certificate and/or the purchase documents, as may be required by the Bank;

h) The Borrower shall not, during the tenure of this Agreement, avail of or obtain any further loan or facility on the security of the Property without settling the loan of the bank in its entirety.

i) The Borrower shall notify the Bank of any event or circumstances which might be or become a cause of delay in the commencement, construction or completion of the construction/purchase/modification of the Property;

j) The Borrower shall ensure that all permission, intimations, notice, etc., which may be required by law or under the terms of any bye-law agreement or document for creation of any security in future in favour of Bank shall be duly granted and the conditions thereof shall be duly complied with.

k) The Borrower shall duly and punctually comply with all terms and conditions applicable and do such acts (as also the rules, regulations and bylaws of the concerned entity, whether society, company or condominium of apartment owners) as required for holding as its lawful owner and continuing in possession of the Property;

l) The Borrower shall not be entitled to demand that the Bank continue to disburse the Loan if the (i) construction of or pertaining to the Property is, for any reason whatever, in the sole decision of the Bank, unduly delayed or stopped; or (ii) the Loan is not drawn fully in terms of Schedule to this Agreement.

m) The Borrower shall furnish post-dated cheques/Standing Instruction, NACH, as may be required by the bank, at the time of loan documentation and shall replenish the said post-dated cheques/Standing Instruction/ECS, NACH, as and when the numbers of post-dated cheques/Standing Instruction, NACH, gets reduced. As and when required by the Bank, the Borrower shall issue such additional/replacement post-dated cheques/NACH/ECS mandate/Standing Instruction or any other form of electronic mandate. The Borrower confirms and consents that post-dated cheques/Standing Instruction, NACH issued pursuant to this condition shall be utilised by the Bank to realise the dues of the borrower under any other facility, in whatever capacity.

n) The Borrower shall comprehensively insure and keep insured with the Bank as a sole beneficiary, i) the Property for its full market value or replacement cost and ii) whenever required by the Bank, the risk of death and injury of the Borrower and

- shall assign in favour of the Bank and submit to the Bank the aforesaid original insurance policy document(s) and premium/payment receipts;

- shall promptly inform the Bank of any loss or damage to the property due to any force majeure or Act of God;

- shall do all acts as may be required to maintain the Bank's status of sole beneficiary under the said insurances and receive money thereon;

o) Whenever called upon by the Bank to do so, the Borrower shall provide the Bank with Borrower(s):

1. Statement of annual income certified and audited by a practicing Chartered Accountant (with his registration number mentioned therein) along with a copy of the tax returns filed with the income tax authorities duly certified by such Chartered Accountant (with his registration number mentioned therein); and

2. Statement of total wealth and a copy of the wealth tax returns (if any) filed with the wealth tax authorities certified and audited by the practicing Chartered Accountant (with his registration number mentioned therein);

3. Such other information/documents concerning his employment, trade, business, profession or otherwise as the Bank may require from time to time, in addition to the income/financial statements

p) The Borrower shall promptly and without requiring any notice or reminder from the Bank, repay to the Bank the Loan in accordance with the Repayment Terms mentioned in the Schedule or as may be amended from time to time pursuant to revision of External Benchmark Rate;

q) The Borrower shall (in case of more than one borrower) be jointly and severally liable to repay the Loan, interest and all other sums due and payable under this Agreement and to observe its terms and conditions;

r) The Borrower shall pay and discharge all rates, taxes outgoing and charges pertaining to the Property, including to the society/condominium/company, promoters, bodies and authorities (public or private);

s) The Borrower shall ensure that all guarantors duly perform and discharge all their obligations under their respective letter(s) of Guarantee and all other writings executed/rendered by them to the Bank pursuant to the terms and conditions of this Agreement

t) The Borrower shall inform the Bank of any change in his employment, business or profession within 7 days of such change

u) The Borrower shall not change the user of the Property;

v) The Borrower shall not during the tenure of this Agreement, either part with possession of or create third party rights in the Property or any part of it (whether by way of sale, exchange, lease, mortgage, agreement or option or otherwise);

w) The Borrower shall not combine, merge, amalgamate or consolidate the Property with any other property with any right of way or easement in to or over the Property;

x) The Borrower shall render to Bank all such assistance and co-operation as Bank may require for protecting the Bank's interest and/or enforcing Bank's rights under this Agreement and/or otherwise in connection with the loan or any security that may be made available to the Bank.

y) The Borrower shall promptly notify the Bank if the Borrower receives notice or any application / petition being filed for declaring the Borrower as insolvent or if any other legal proceeding filed or intended to be filed or initiated against the Borrower is received by the borrower or if a Custodian or Receiver is appointed on any of the Borrower's properties, business or undertaking or if any of the Borrower's properties, business or assets is/are attached.

z) The Borrower shall not stand surety or guarantor for any third party liability or obligation;

aa. The Borrower, being a resident in India, shall not leave India for employment or business or long stay without first fully repaying the Loan then outstanding due and payable with interest and other dues, including prepayment charges, if any

bb. The Borrower shall keep himself aware of the rules of the Bank, as pertain to Loan, and in force from time to time.

cc. The Borrower shall ensure all statements, representations, warranties, information, accounts and other documents and matters which are or which may hereafter be furnished by the Borrower to Bank and/or which are contained/which may be contained in this Agreement or in any other writings executed by the Borrower or any guarantor/s are / shall be true and correct and not misleading in letter or in spirit whether by reason of omission to state a material fact or otherwise.

#### 14. EVENTS OF DEFAULT

14.1 The Bank may, by a written notice to the Borrower, declare all sums outstanding under the Loan (including the principal, interest, charges, expenses) to become due and payable forthwith and enforce the security in relation to the Loan upon the occurrence (in the sole decision of the Bank) of any one or more of the following:

- a) Default in payment obligation: If the Borrower commits any default in the payment of principal or interest or any obligation of the Borrower to the Bank where due and payable or if there is any default by the guarantor in his obligations to the Bank
- b) Deterioration in the value of security: If there is any deterioration, alteration, decline in value or market price to/of the Primary Property or the Secondary Property or any part thereof (whether actual or reasonably anticipated) which causes the Property in the judgment of the Bank to become unsatisfactory in value/character;
- c) Withholding of critical information relating to the Property(s): If in the opinion of the Bank, the Borrower has withheld any critical information pertaining to the Properties offered which has an impact or impairment on the valuation of the Property (judgment over which the Bank shall have an absolute discretion) including but not limited to information like any existing charges, deviations, pending litigation, encroachment, any encumbrance, etc.,
- d) Sale or alienation of Property: If the Borrower/owner of the Property sells, encumbers or transfers or seeks to sell, transfer, create encumbrance, on the mortgaged property in any manner whatsoever without the express consent in writing of the Bank; or
- e) Execution proceedings against the Borrower or the Property: If any attachment, distress, execution or other process against the Borrower/owner of the Property or the Property;
- f) Acceptance of offer providing benefit on resignation: (In case the Borrower is a salaried employee) The Borrower opts for any scheme or accepts any offer from his employer providing any benefit on resigning or retiring from the employment prior to superannuation, or upon the employer terminating the Borrower's employment for any reason, or upon the Borrower resigning or retiring from the service of his employer for any reason whatsoever;
- g) Insolvency/winding up/suspension of payment to creditors: Insolvency, winding up, voluntary or otherwise, failure in business, commission of an act of bankruptcy, general assignment for the benefit of creditors of the Borrower/owner of the Property, or if the Borrower/ owner of the Property suspends payment to any creditors or threatens to do so, filing of any petition in bankruptcy of by, or against the Borrower/owner of the Property or filing up of any petition for winding up of the Borrower/owner of the Property and not being withdrawn within 30 days of being admitted.
- h) Accusation/Charge of commission of offence: If the borrower is accused of or charged for commission of any offense under the criminal laws or moral turpitude.
- i) Amalgamation/Reconstruction of the Borrower company: If the Borrower (being a Company) goes into liquidation for the purpose of amalgamation or reconstruction, except with prior written approval of the Bank.
- j) Appointment of receiver/attachment of Property: If a receiver is appointed in respect of the whole or any part of the property/ies of the Borrower or if an attachment or distraint has been levied on the Properties of the Borrower/guarantor(s)/owner of the Property.
- k) Threat to cease business: If the Borrower ceases or threatens to cease its business.
- l) Failure in submission of monthly business report: If the Borrower fails to submit monthly business report by 3rd of every month.
- m) Borrower running business at a loss: If it is certified by an Accountant or a Firm of Accountants appointed by the Bank (which the Bank is entitled and hereby authorized to do so at any time) that the liabilities of the Borrower exceed the Borrower's Properties or that the Borrower is carrying on business at a loss.
- n) Circumstances impairing the interests of the Bank: If any circumstance or event occurs which is prejudicial to or impairs or imperils or jeopardizes or is likely to prejudice, impair, imperil, depreciate or jeopardize the interest of the Bank or any security given by the Borrower of any part thereof.
- o) Circumstances affecting Borrower's capacity to repay: If any circumstance or event occurs which would or likely to prejudicially or adversely affect in any manner the capacity of the Borrower to repay the Loan or part thereof.
- p) Failure to honour PDCs: Any of the PDCs/ Standing Instruction/NACH/ECS delivered or to be delivered by the Borrower to the Bank in terms and conditions here of is not honoured/encashed for any reason whatsoever on presentation; or any instruction being given by the Borrower for stop payment of any PDCs/ Standing Instruction/NACH / ECS for any reason whatsoever.
- q) Utilization of funds for purposes other than the intended purpose: If the Loan or any part thereof is utilized for any purpose other than the purpose for which it is sought by the Borrower and sanctioned by the Bank;
- r) Change in management or reconstitution of the Borrower Company: Upon happening of any substantial change in the constitution or management of the Borrower or reorganization of the Borrower without previous written consent of the Bank or upon the Management of the Borrower ceasing to enjoy the confidence of the Bank;
- s) Breach of any other Loan facility: The Borrower is in breach of any other loan/facility/any agreement with any other person;
- t) Death or Lunacy: On the death/Lunacy or other disability of the Borrower;
- u) Unlawful to perform obligations: If it becomes unlawful for the Borrower to perform any of its obligations under this Agreement or any other related document or it becomes unlawful for any other person (includes the Borrower) on whose Properties security is to be created to perform any of its obligations under this agreement
- v) Agreement becoming void or unlawful: This agreement or any other related document, whether executed by any other person (includes the Borrower) is not effective or becomes unlawful or is declared void or is alleged by the Borrower or any other persons be ineffective, unlawful or void for any reason
- w) Default in other agreements with Bank: The Borrower/guarantor(s) commits any default against any other agreement/s with the Bank in which the Borrower/guarantor(s) is either himself a borrower/guarantor(s)
- x) Defect or infirmity in guarantee: Any defect/infirmity in the guarantee provided by the guarantor(s) rendering the guarantee ineffective/inoperative;
- y) Repudiation of agreement by Borrower: The Borrower repudiates this agreement or any other related document or evidences with an intention to repudiate this agreement or any other related documents or;
- z) Change of status of Borrower: The status of the Borrower/guarantor(s) changes from resident to non-resident;
- aa) Events adversely affecting repayment ability: Any event or series of events occurs which, in the opinion of the Bank, is reasonably likely to have a material adverse effect on the repayment ability of the Borrower;
- bb) Misrepresentation of information by the Borrower: Any untrue, false representation or misrepresentation of acts or information provided to the Bank or non-observance of the covenants agreed to in this agreement;
- cc) Registration of complaint/FIR/chargesheet or Conviction of Borrower by Court of Law: If the Borrower is charged or convicted by any Court of law or Government authorities for any offence;
- dd) Change of residence: If the Borrower changes his Residence or place of business without prior intimation to the Bank;
- ee) Disputing the terms of the Agreement: If the Borrower disputes any of the terms under this or any other agreement entered into with Bank or its affiliates;
- ff) Failure in payment of taxes/charges: If the Borrower fails to pay any tax, impost, duty or other imposition or charges/outgoings or to comply with any other law, regulation, formalities required to be completed in respect of the mortgaged/hypothecated Properties under law from time to time;
- gg) Force Majeure: In the event of happening of natural calamities/acts of God/force majeure conditions/ market exigencies (judgment over which the Bank shall have an absolute discretion).
- hh) Failure to insure Property: If the Borrower fails to keep the Property constituting the Bank's security fully insured as per the provisions of this Agreement.
- ii) Divorce of Borrower: If subsequent to the grant of the Loan the Borrower (when spouse) is/ are divorced or any proceeding is taken or commenced or initiated in any family court for the same or otherwise or there exist a dispute between the borrower and his/her spouse;

14.2 If any event of default or any event which, after the notice or lapse of time or both would constitute an event of default shall have happened, the Borrower shall forthwith give the Bank notice thereof in writing specifying that such event of default has occurred. The Borrower shall also promptly inform the Bank if and when any statutory notice of winding up under the provisions of the Companies Act, 1956 or application made for the appointment of IRP or proceeding initiated under the applicable insolvency law any other law or of any suit or legal process intended to be filed/initiated against the Borrower is received by the Borrower.

14.3 On the question whether any of the above events/circumstances has occurred/happened, the decision of the Bank shall be final, conclusive and binding on the Borrower.

14.4 Upon happening of one or all such events mentioned above, then, without prejudice to the Bank's other rights, the Bank shall be entitled to terminate the agreement forthwith and

- to enter upon and take possession of the Property comprised in the security; and/or
- to transfer the Property comprised in the security created, if any, by way of lease, leave and license, sale or otherwise. The Bank shall have the right, at its discretion, to proceed against the security/Property either primary or secondary or both.

14.5 If there is a deficit upon realisation of the security the Borrower shall forthwith pay the difference between the realised value and the amounts due and payable to the Bank. If there is a surplus on realisation of the security, the Bank, may at its discretion retain and appropriate the same against any other sums due by the Borrower under any other loan agreement entered into with the Bank in any capacity and the refund the balance, if any, to the Borrower.

14.6 The Bank shall have the right to hold Borrower liable for the recovery of the unrealised sums in this regard. However, the Bank has got the discretion to condone the default/delay of the Borrower provided the sums due to the Bank are repaid together with interest calculated at the default rate mentioned in the sanction letter and / or welcome letter computed for the period commencing from the date of default to the actual date of remittance.

14.7 It is expressly agreed and understood that the occurrence of any Event of Default shall not be a condition precedent for the enforcement of claim for any amount due under this Agreement by the Bank against the Borrower personally

14.8 Notwithstanding anything stated elsewhere in this agreement, the continuation of the Loan after such termination, shall be at the sole and absolute discretion of the Bank and the Borrower's outstanding shall be payable to the Bank, as decided by the Bank at the relevant time. Further not withstanding anything stated in this agreement, the Bank shall have the right, at any time, at its sole discretion and without assigning any reason whatsoever, to demand repayment of all dues to it and call upon the Borrower to repay the Borrower's outstanding dues and there upon the Borrower shall, immediately on being so called upon, pay the whole of the Borrower's outstanding to the Bank without any delay whatsoever the amount of dues stated to be payable by the Borrower shall be final and binding on the Borrower.

## 15. CONSEQUENCES OF DEFAULT

a) If any event of default or any event which, after the notice or lapse of time or both would constitute an event of default shall have happened, the Borrower shall forthwith give the Bank notice thereof in writing specifying such event of default, or such event. The Borrower shall also promptly inform the Bank if and when any statutory notice of winding-up under the provisions of the Companies Act, 1956 or any other law or of any suit or legal process intended to be filed/initiated against the Borrower, is received by the Borrower.

b) If the Borrower makes default in payment of the said Dues or any part thereof, the bank would be at liberty (but not bound to do so) to appoint its nominee as Receiver without having resort to a Court of Law and/or to a proceeding in Court, to take possession of the properties of the Borrower held /to be held by the Bank as security for the Credit Facility hereunder or under any other security document(s) executed / to be executed by the Borrower and/or the Guarantor(s) in favour of the Bank, in whatever capacity, and the Bank shall also be entitled to resort to any or all the legal remedies as provided under this Agreement.

c) On the question whether any of the above events/circumstances has occurred/happened, the decision of the Bank shall be final, conclusive and binding on the Borrower.

d) In case of breach of the terms or in case of any of the events happening as stated hereinbefore, the Bank would have the full rights to sell, dispose off or realise the said securities, either by private treaty or public auction, at the sole discretion of the bank, on such terms and for such price that the Bank thinks fit, and apply the net proceeds towards the satisfaction of the balance outstanding in the Credit Facility account including charges, expenses, etc. or any other facility in whatever capacity.

e) The Borrower hereby agrees as a pre-condition of the said credit Facility/ies being granted to it that in case the Borrower commit default in the repayment of the Credit Facility/ies or in the repayment of interest thereon or any of the agreed instalment of the Credit Facility/ies on due date/s, apart from the levy of penal charges and such charges, the Bank and/or Reserve Bank of India will have an unqualified right to disclose or publish its name or the name of its directors/partners/proprietors as defaulter in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.

f) The Borrower confirms unconditionally and irrevocably that it shall have no objection in case the Bank decides to assign/sell a part of the entire Credit Facility/credit Facility along with securities of the said machinery/goods/properties etc. to another Bank/institution/limited company/ Government body or department ("assignee/buyer"). In such case the Borrower shall become the primary Borrower of such assignee /buyer and shall at no point of time raise any objection, legal or otherwise regarding assignment, transfer and sale of the securities by the Bank in favour of the assignee / buyer.

g) Upon the borrower opting for any scheme or accepting any offer from his employer providing for any benefit for resigning or retiring from the employment prior to superannuation, or upon the employer terminating his employment for any reason or upon the borrower resigning or retiring from the service of the employer for any reason whatsoever then notwithstanding anything to the contrary contained in this agreement or any letter or document, the entire outstanding principal amount of the loan as well as any outstanding interest and other dues thereof shall be payable by the borrower to Bank from the amount or amounts received by him from the employer under such scheme or offer, or any terminal benefit, as the case may be.

Provided however, in the event of the said amount or amounts being insufficient to repay the said sums in full, the unpaid amount remaining due to Bank shall be paid by the borrower in such manner as Bank may in its sole discretion and the payment will be made by the borrower accordingly notwithstanding anything stated in the Agreement and the Schedule. The borrower hereby irrevocably authorise, Bank to communicate with and receive the said amounts from his employer directly.

h) Further, the Bank shall be entitled to forthwith take physical possession of the Properties hypothecated and/or mortgaged to the Bank ("properties") and alienate sell, transfer the said properties either by itself or through its agents and sell or otherwise deal with the same to enforce the bank's security and recover the dues, under private treaty or public auction, at the sole discretion of the bank.

i) The Borrower agrees and undertakes not to prevent or obstruct the Bank from taking possession of the properties and that the Bank's representatives will be entitled to sell, give on rent, or otherwise deal with the properties by public or private auction or private treaty, without being liable for any loss, and to apply the net proceeds thereof as specified in these presents.

j) The Borrower shall pay any deficiency, forthwith to the Bank. The Bank shall also be entitled to adjust any other amount of the Borrower, towards payment of such deficiency. Nothing contained in this clause shall oblige the bank to sell, hire or deal with the properties and the banks shall be entitled to proceed against the Borrower independently of such of any other security. The Borrower agrees to accept the bank's accounts in respect of such sale, hire or dealing as conclusive.

k) The Bank shall be entitled to take possession of the properties, irrespective of whether the loan has been recalled whenever in the opinion of the Bank, there is an apprehension of any money not being paid or the Bank's security is being jeopardised.

l) The Bank shall be entitled to sell, assign, securitise or transfer, the Bank's rights and obligations hereunder to any person, company, partnership, agency of the Bank's choice in whole or in part and in such manner and on such terms as the Bank may decide. Any such sale, assignment, securitisation or transfer shall conclusively bind the Borrowers.

m) The Bank may at the risk and cost of the Borrower engage one or more person(s) to collect the Borrower's outstanding and /or to enforce any security and may furnish to such person the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto as the Bank thinks fit.

## 16. LIABILITIES OF GUARANTOR

a) The guarantor(s) hereby guarantees to the bank that in the event of the Borrower(s) failing to pay the installments on the due dates for their payment or discharge any of his liabilities under this agreement, the guarantor(s) assures, undertakes and holds himself liable to the bank to pay on demand any such amounts without dispute or demur. However, any failure or delay on the part of the bank to make a demand on the occurrence of any default shall not relieve the guarantor(s) of liability under this agreement.

b) The guarantor(s) liability hereunder shall be joint, several and co-extensive with that of the Borrower(s) for all amounts remaining outstanding inclusive of installments, interest, penal charges, charges, fee, costs and any other dues whatsoever payable by the Borrower(s) to the bank under this agreement.

c) The guarantor(s) agrees that his/her liability shall be that of a primary obligor and not merely as a surety and the guarantee shall not be impaired or discharged by reason of any facility or time given by the bank to the Borrower(s) or any indulgence or forbearance shown in payment of any dues or repayment of the said loan under this agreement or in respect of any security proposed to be created. The guarantor(s) further agrees that any such facility, time or indulgence granted or forbearance shown shall be deemed to have been given after due notice to and with the guarantor(s) consent.



- d) The bank's rights against the guarantor(s) shall remain in full force and effect notwithstanding any arrangement which may be reached between the bank and Borrower(s) or other guarantor(s), if any, or notwithstanding the release of that other's liability, the bank shall be at liberty to require the performance by the guarantor(s) of his obligations hereunder to the same extent in all respects as if the guarantor(s) had at all times been solely liable to perform the said obligations.
- e) The guarantor(s) hereby agrees that without his/her consent/concurrence, the Borrower(s) and the bank shall be at liberty to vary, after or modify the terms and conditions of this agreement and/or of the security created and/or the security documents, executed by the Borrower(s) in favour of the bank and in particular defer, postpone or revise the repayment of the loan and/or payment of interest and other monies payable by the Borrower(s) to the bank on such terms and conditions as may be considered necessary by the bank including any withholding or release of all or any of the security/securities furnished or required to be furnished by the Borrower(s) to the bank to secure the loan.
- f) The bank shall have full liberty to exercise, without notice to the guarantor(s) and without in any way affecting this guarantee, at any time and in any manner any power or powers reserved to the bank under this agreement to enforce, or forbear to enforce payment of the installments or other monies due to the bank from the Borrower(s) or any of the remedies/securities available to the bank, to enter into any composition or compound with or to grant time or any other indulgence or facility to the Borrower(s) and the guarantor(s) shall not be released by the exercise by the bank of its liberty in regard to the matters referred to above or by any act or omission on the part of the bank or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing the guarantor(s) and the guarantor(s) and the guarantor hereby waives in favour of the bank so far as may be necessary to give effect to any of the provisions of this guarantee, all the suretyship and other rights which the guarantor(s) might otherwise be entitled to enforce.
- g) The guarantee shall be enforceable against the guarantor(s) notwithstanding that any security or securities for the payment of the loan shall, at the time when the proceedings are taken against the guarantor(s) on this guarantee, be outstanding or unrealised or lost.
- h) The guarantor(s) agrees that copy of the statement of accounts of the bank duly certified shall be binding on the guarantor(s) as the sums due and payable under this agreement.
- i) The guarantor(s) liability hereunder shall not in any way be affected by the bankruptcy or by any petition or resolution or order for bankruptcy of the Borrower(s) being presented, passed or made or by any change in the constitution of the bank or the Borrower(s).
- j) The guarantor(s) hereby agrees and declares that the Borrower(s) will be free to avail of further loans or other facilities in addition to the loan and/or renew the same during the subsistence of this guarantee, in which event the guarantee herein contained will not be affected or vitiated in any way whatsoever but will remain in full force and effect and bind the guarantor(s) and shall extended to such further loans or other facilities.
- k) The guarantor(s) agrees that the bank shall have the right to release the security and/or asset and the guarantor(s) obligations under this agreement shall not be discharged thereby.
- l) The guarantor(s) hereby agrees that it shall not be necessary for the bank to exhaust its right or take any action against the Borrower(s) before requiring the guarantor(s) to make payment under this agreement or proceeding against the guarantor(s).
- m) The guarantor(s) agrees to make the payments due and payable under this guarantee when demanded by the bank notwithstanding that a dispute is pending between the bank and the Borrower(s) in respect of any provision of this agreement or any other related or concerned document.
- n) This guarantee shall be continuing one and shall remain in full force and effect till such time the Borrower(s) repays in full, the loan together with all interests including penal charges, costs, charges and all other monies that may from time to time become due and payable and remaining unpaid to the bank under this agreement.
- o) The guarantor(s) agrees that notwithstanding any defect in or invalidation of this agreement and/or incomplete documents or writings, this guarantee shall be valid and operative and the guarantor(s) shall not be discharged from his liability hereunder except by performance of his guarantee.
- p) This guarantee shall not be wholly or partially satisfied or exhausted by any payment made to or settled with the bank by the Borrower(s) and shall be valid and binding on the guarantor(s) and is operative until repayment in full of all the monies due to the bank under this loan agreement.
- q) This guarantee shall be irrevocable and shall be in full force and effect notwithstanding that the bank may have obtained any other guarantee corporate or personal; to secure the loan till such time all the dues of the bank including repayment of the loan along with interest and all other expenses and dues are paid by the Borrower(s). This guarantee shall be binding upon the guarantor(s) heirs, executors and administrators.

#### **17. CONTINUING GUARANTEE**

The guarantor(s) specifically agrees that the guarantee shall be a continuing guarantee. In consideration of the Bank, at the request of the borrower(s), having provided the loan as mentioned in the Schedule and also in consideration of the Bank agreeing to provide the borrower(s), at his request, such or any other sum/s under this agreement or any other agreement, the guarantor(s) doth hereby guarantee the prompt and punctual payment of all the sums due and payable by the borrower(s) under this and/or all other agreements entered into by the borrower(s) with the Bank and the guarantee shall remain in force until all the amounts under this agreement and/or all other agreements are fully discharged by the borrower(s). The guarantor(s) admits and acknowledges that the Guarantee extended by the guarantor(s) under this agreement shall stand extended to all the loan agreement/s entered into by the borrower(s) with the Bank apart from this agreement and the guarantor(s) agrees to the same.

#### **18. COLLECTIONS/ADMINISTRATION**

The Borrower expresses, recognizes and accepts that Bank shall without prejudice to its right to perform such activities by itself or through its officers or employees be entitled to and has full power and authority to appoint one or more third parties as Bank may select and to delegate to such third party all its functions, rights and powers under this Agreement relating to administration of the Loan including the right and authority to collect and receive on behalf of the Bank from the Borrower the PRE-EMI, EMI and other amounts due by the Borrower under this Agreement and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices contacting the Borrower receiving cash/cheque/drafts/mandates from the Borrower and giving valid and effectual receipts and discharge to the Borrower. For the purpose aforesaid, the Bank shall be entitled to disclose to such third parties all necessary or relevant information pertaining to the Borrower and the Loan and Borrower hereby consents to such disclosure by the Bank.

#### **19. DELAYED PAYMENT PENAL CHARGES**

Without prejudice to the bank's rights of termination and any other rights vested under this agreement, in the event of default/delay in payment of the installments or any other dues payable on the due date/in the event the facility is withdrawn/recalled by the bank, the Borrower(s)/guarantor(s) shall be liable to pay penal charges at the rate mentioned in the sanction letter and / or welcome letter hereof or such other rates as decided by the bank from time to time, on the amount outstanding, from the due date to the date of actual payment.

#### **20. ASSIGNMENT AND SECURITISATION**

- a) This agreement is personal to the Borrower(s) and the guarantor(s) and the Borrower(s) or guarantor(s) shall not be entitled to directly or indirectly assign or transfer any of its rights or obligations or benefits under this agreement to the any person without the prior written consent of the bank.
- b) The Bank shall be absolutely entitled and have full power and authority to grant, securitise, sell, assign or transfer any or all of its rights, benefits, obligations, duties and liabilities under this agreement including the right to installments and loan balance by way of sale, transfer, securitization, charge on a security or otherwise to any person or entity without notice to the Borrower(s)/guarantor(s) and any such sale, assignment or transfer shall conclusively bind the Borrower(s)/ guarantor(s) and the Borrower(s) and the guarantor(s) shall perform their obligations under this agreement to such assignee.
- c) The Borrower(s) expressly recognizes and accepts that the bank shall be absolutely entitled and have full power and authority to sell, assign or transfer in any manner in whole or in part, all its rights and interest and in such manner and on such terms as the bank may decide including reserving a right to the bank retain its power hereunder proceed against the Borrower(s) on behalf of the purchaser, assignee or transferee, to any third party of the bank's choice without reference to or without written intimation to the Borrower(s).
- d) The Borrower(s) hereby authorizes the bank at the risk and cost of the Borrower(s) to engage one or more person(s) to verify any fact or information furnished by, concerning and pertaining to the Borrower(s) and/or to collect the Borrower(s)'s outstanding/enforce security and may furnish to such person(s) such documents, information, facts and figures as the bank deems fit and the expenses in this regard shall be borne by the Borrower(s).
- e) During the course of its business or to carry on its business, the Bank may avail capital/finance/loan facilities from banks/financial institutions/others. Notwithstanding anything contrary contained in this agreement, the Bank expressly authorises the Borrower(s) or guarantor(s) to repay their loan/instalments which may become payable under this agreement, directly to such banks/financial institutions/others, on receipt of prior notice from them. In such an event, the payment so made by the Borrower(s) or guarantor(s) to such bank/financial institutions/others shall constitute a valid discharge to the Borrower(s) or guarantor(s) from their obligations to the Bank, however, only to the extent of such payment made directly to them".

## **21. LIEN, SET-OFF AND APPROPRIATION**

- a) The bank shall have a right of lien, set-off and appropriation on all moneys belonging to the Borrower(s)/guarantor(s) standing to his/her/its credit in any account whatsoever with the bank including savings, current and fixed deposit. If upon demand by the bank the balance outstanding in the loan account is not repaid within the prescribed time, such credit balance in any account of the Borrower(s)/ guarantor(s) or his relatives or partners as the case may be, adjusted towards dues under the loan account. In case of any deficit, the deficit amount may be recovered by the bank from the Borrower(s)/ guarantor(s).
- b) Nothing contained in these presents shall be deemed to limit or affect prejudicially the rights and powers of the bank under the security documents or letters of guarantee or any of them over the Borrower(s)/guarantor(s).
- c) There shall be no set-off or counter claim by the Borrower(s)/guarantor(s) and that all payments made by the Borrower(s) under this agreement must be made without set-off or counter claim or any of them under any law.

## **22. INDEMNITY**

The Borrower(s)/guarantor(s) shall indemnify and keep indemnified the bank against all actions, suits, proceeding and all costs, charges, insurance premia expenses, losses or damages which may be incurred or suffered by the bank by reason of false or misleading information given by the Borrower(s)/guarantor(s) of any terms, conditions, agreements and provisions hereunder. The bank shall be entitled to include any amount payable by the Borrower(s) under this clause in the said dues being the subject matter of this agreement.

## **23. NOTICE**

Any notice pursuant hereto shall be deemed to be duly given and served if sent by registered post/courier/telegrams/facsimile transmission / E-mail addressed to the borrower(s)' address/es mentioned herein above and such notice shall be deemed to take effect on the third working day following the date of the posting or the actual date of receipt whichever is earlier.

## **24. RIGHT TO PUBLISH DEFAULTER INFORMATION**

The Borrower hereby authorizes the Bank or its subsidiaries/ affiliates and their agents to exchange share or part with all the information relating to the Borrowers loan details and repayment history information and all information pertaining to and contained in this agreement to Affiliates/subsidiaries of the Bank/Financial institutions/Credit Bureaus/Agencies/ Statutory Bodies as may be required and undertakes not to hold affiliates/Subsidiaries of Bank and their agents liable for use of the aforesaid information including for publication. The Borrower also acknowledges that the Borrower shall have no right to share/access information regarding the findings of the title search and valuation etc in relation the security. Further, Borrower/s and guarantor understands that they can be declared as wilful defaulters or non-co-operative borrowers by the bank in case, their conduct attracts the guidelines issued by RBI in that regard.

## **25. COSTS AND EXPENSES**

All cost (including advocates costs) charges, expenses, taxes, duties (including stamp duties) in connection with this agreement, any document executed pursuant hereto and the creation, enforcement, realization of any security shall be borne and paid by the Borrower(s) and the guarantor(s). The Borrower(s) and guarantor(s) shall be liable to pay the bank any expenses incurred by it in collecting or attempting to collect the installments of interest and principal and any other amounts due to the bank including expenses of legal proceedings and of representatives engaged for collections.

## **26. WAIVER**

Any delay in exercising or omitting to exercise any right power or remedy accruing to the bank under this agreement or any other agreement or document or concession provided by the bank shall not impair any such right, power or remedy and shall not be construed to be waiver thereof or any acquiescence in any default, not shall the action or inaction of the bank in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of the bank in respect of any other default.

## **27. ENFORCEABILITY**

In one or more provisions set forth in this agreement is invalid or unenforceable, it is agreed that the remainder of the agreement shall nevertheless be enforceable and that, to the extent permitted by law, the parties intention, as reflected in any such right or provision that is invalid or unenforceable, shall be given effect to.

## **28. CREDIT INFORMATION**

- a) The Borrower(s)/guarantor(s) hereby agrees and gives consent for the disclosure by the bank of all or any such;
- I. Information and data relating to the Borrower(s)/ guarantor(s);
- II. The information of data relating to any credit facility availed of/to be availed, by the Borrower(s)/guarantor(s) and
- III. Default, if any, committed by the Borrower(s)/guarantor(s), in discharge of my/our such obligation, as the bank may deem appropriate and necessary to disclose and furnish to credit information bureau and any other agency authorized in this behalf by RBI.
- b) The Borrower(s)/guarantor(s) undertakes that
- I. The credit information bureau and any other agency so authorized may use, process the said information and date disclose by the bank in the manner deemed fit by them and
- II. The credit information bureau and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be prescribed by the Reserve Bank of India in this behalf.
- c) The Borrower(s)/guarantor(s) further agrees and gives consent for disclosure by the bank all or any of the information of the Borrower(s)/guarantor(s) to group companies, subsidiaries or any other person as the bank may deem fit.

## **29. MISCELLANEOUS**

- a) The bank reserves the rights to alter, amend or revise any of the terms and conditions (including the interest rate, the rates as applicable for penal charges, prepayment and any other charges levied under this agreement) and may notify the Borrower(s) of any changes to the terms and conditions in any manner it considers appropriate.
- b) Any changes in address of Borrower(s)/guarantor(s) shall be intimated to the bank in writing within 4 days of such change.
- c) This agreement shall be governed by and construed in accordance with the Laws of India.
- d) In all correspondence, the agreement number should be quoted by the Borrower(s) and the guarantor(s).
- e) All remedies of the bank under this agreement whether provided herein or conferred by state, civil law, common law, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently.
- f) In this agreement, unless the context or meaning thereof otherwise requires:
- i. The singular includes the plural, and vice versa.
- ii. Words importing the masculine gender will include the feminine gender and neuter gender.
- iii. The pronouns "he", "she", "it", "their", etc, cognate variations are used as inter changeable and should be interpreted in accordance with the context.
- iv. Words denoting a person shall include an individual, corporation, bank, partnership firm, trust or any other entity.
- v. Headings are for reference and convenience only.
- g) No change in the constitution of the Borrower(s)/guarantor(s) in case they are partnership firm/company/HUF/as the case may be, during the continuation of this agreement shall impair or discharge the liability of the Borrower(s)/guarantor(s).

## **30. ARBITRATION, DEBT RECOVERY TRIBUNAL, SARFAESI, GOVERNING LAW AND JURIDICTION:**

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

### **B. ARBITRATION**

- a) Any and all dispute(s), difference(s) and/or claim(s) arising out of or touching upon this Agreement or in relation to this agreement, whether during its subsistence or thereafter, shall be referred by the Lender to Arbitration by a Sole Arbitrator appointed by:
- a. Madras Chamber of Commerce and Industry, currently having its office at Karumuttu Centre, I Floor, North Wing, Nandanam, Chennai 600 0035.

(or)

b. Council for National and International Commercial Arbitration (CNICA), currently having its office at Unit No: 208, 2nd Floor, Beta Wing, Raheja Towers, No: 113-134, Anna Salai, Chennai 600 002.

(or)

- c. Madras Arbitration Solutions (MAS), currently having its office at Vignesh Apartment, 23/9, Jothiramingam Street, West Mambalam, Chennai -600 033.
- b) Hereinafter referred to as 'institution', in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof from time to time. The entire arbitral proceedings shall be conducted by the Sole Arbitrator in the manner he/she considers appropriate and the award rendered by the Sole Arbitrator shall be final and binding on all the parties to this agreement.
- c) The institution shall provide administrative assistance to the Sole Arbitrator to facilitate the conduct of the arbitral proceedings, if he/she chooses to avail of such assistance from the institution.
- d) The said arbitral proceedings shall be based on documents executed between the parties and the Sole Arbitrator shall be entitled to, solely at his/her discretion, conduct the proceeding through exchange of mail, e-mail and/or any other mode of electronic communication including Video Conference (VC), online, virtual hearing etc., using an external application or platform, if necessary. The parties to the arbitration proceeding shall be bound by the decision of the arbitrator in this regard.
- e) The Parties hereby consent to have the arbitral proceeding conducted by a written pleading, documents, written submissions and/or any other electronic mode of communication-based arbitration as may be determined by the arbitrator.
- f) The Parties herein agree not to insist on in-person and/or oral hearings except in certain exceptional circumstances as the Sole Arbitrator may deem fit.
- g) The Parties herein agree that the venue and seat of the arbitration proceeding shall be at Chennai.
- h) The language of arbitral proceedings shall be English.
- i) The parties herein agree that in the event of such an arbitrator to whom the matter has been originally referred to dying or being unable to act as arbitrator for any reason specified in the Act, the institution, shall appoint another person as it may deem fit to act as arbitrator, who shall proceed with the reference from the stage, at which it was left by his/her predecessor.
- j) The Arbitrator so appointed shall also have the power to pass an award on the hypothecated asset or any other security interest created between the parties and also to pass interim orders/directions as may be appropriate to protect the interest of the parties pending adjudication of the claim and/or resolution of the dispute.
- k) Parties also consent to the following:
- i) to send a copy of the award so passed by him/her and duly certified by him/her through post/courier or
- ii) to send a scanned image of such an award to the parties through e-mail or any other electronic mode through such institution, as he/she deems fit, which shall be considered as a signed copy for the purposes of the Act.
- l) If the award is not made or could not be made within 12 months from the date of completion of pleadings by the arbitrator, for any reason whatsoever, the parties hereby consent for an extension of time for another six months.
- m) In respect of the arbitral proceeding, all notices, processes and communications in that regard to all the parties shall be through mail/e-mail or any other electronic mode of communication, as may be determined by the arbitrator and if resorted to, shall be a valid service of notices, processes and communications on the parties. Any notice, processes and communications issued to the counsel representing the parties to the arbitration proceeding shall be a deemed and valid service on the parties.
- n) The mail/e-mail and/or any other electronic mode of address provided by the Borrower(s)/Guarantor(s) to the lender under the loan agreement or any other executed by Borrower(s)/and/or Guarantor(s) with the lender shall be deemed to be an active mail/e-mail and/or any other electronic mode of address and any change or other discrepancies in the mail/e-mail and/or any other electronic mode of address provided above, shall be informed to the Lender promptly.
- o) All communications shall be deemed to be considered as received by the Lender/Borrower(s)/ and/or Guarantor(s) as the case maybe, within five days from the time of initiating the communication. In case, if after the expiry of five days from the date of communication, there lies no response from the Lender/ Borrower(s)/Guarantor(s) as the case maybe, it shall be the discretion of the Sole Arbitrator to proceed further with the arbitration proceeding and/or render the award as the case maybe in their absence.
- p) It shall be the responsibility of the Lender/ Borrower(s)/Guarantor(s) to maintain sufficient space in the e-mail account and/or in any other mode of electronic account(s) and also to have supporting applications/software in their computer/mobile/any other electronic device or accessories and infrastructure required to access the electronic documents sent to them and also to enable the arbitrator to conduct the arbitration proceeding through VC, online, virtual hearing etc.
- q) Unless otherwise directed by the Sole Arbitrator, the existence or subsistence of a dispute or the commencement of arbitral proceedings under this clause shall not in any manner prevent or postpone the performance of any obligations of any Party which do not form part of the dispute.
- r) The parties to the agreement agree to submit to the exclusive jurisdiction of courts in Chennai.
- s) Notwithstanding or without prejudice to the arbitration clause, in the event the Debt Recovery Tribunal, Chennai has jurisdiction over the dispute, difference and/or claim that may have arisen among the parties, the Lender shall, at its discretion invoke the jurisdiction of the Debt Recovery Tribunal, Chennai, which shall have exclusive jurisdiction to settle such dispute, difference and/or claim.
- t) Notwithstanding the initiation and pendency of the arbitration proceeding, the Bank shall have the right to enforce its right against the mortgaged and/or hypothecated security by invoking the provisions of SARFAESI Act.

#### C. JURISDICTION

This agreement has been accepted and executed by the bank at CHENNAI and all covenants, terms and conditions hereof including, payments, shall be observed and performed at Chennai and the Borrower(s) and Guarantor(s) specifically agree, subject to the arbitration clause contained herein, that courts in Chennai alone shall have exclusive jurisdiction over any matter arising out of or concerning this agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the day, month and year first above written.

**SIGNED AND DELIVERED**  
by the within named

**SIGNED AND DELIVERED**  
by the within named

**SIGNED AND DELIVERED**  
by the within named

Borrower

Guarantor(s)

Guarantor(s)

**For EQUITAS SMALL FINANCE BANK LTD.,**

Authorised Signatory

Borrower      Guarantor 1      Guarantor 2      Guarantor 3      Guarantor 4      Guarantor 5      Guarantor 6      Guarantor 7      Guarantor 8      Guarantor 9



**SCHEDULE**

1. Borrower & Guarantor(s) Name:

<b>Borrower Type</b>	<b>Name</b>
Borrower	
Guarantor 1	
Guarantor 2	
Guarantor 3	
Guarantor 4	
Guarantor 5	
Guarantor 6	
Guarantor 7	
Guarantor 8	
Guarantor 9	

**DETAILS OF LOAN FACILITY/FACILITIES & SECURITY**

Refer the Key Fact Statement

**For EQUITAS SMALL FINANCE BANK LTD.,**

Authorised Signatory

## **END USE LETTER**

Dear Sir,

Sub : Application for Loan against Property

I/We.....refer to the Application No.....dated.....submitted by Me/us to EQUITAS SMALL FINANCE BANK LIMITED, referred to as "BANK" (which expression shall unless it be Repugnant to the subject or context thereof, include its successors and assigns) for availing of a Loan against Property from Bank stated in the said Application Form, the said Loan is for the purpose of.....

Loan is for the purpose of.....

- |                                                      |                                                                                     |
|------------------------------------------------------|-------------------------------------------------------------------------------------|
| <input type="checkbox"/> Working Capital             | <input type="checkbox"/> Medical Expenses                                           |
| <input type="checkbox"/> Education                   | <input type="checkbox"/> Crop Cultivation                                           |
| <input type="checkbox"/> Marriage                    | <input type="checkbox"/> Repayment of distressed loans to non-institutional lenders |
| <input type="checkbox"/> Debt consolidation          | <input type="checkbox"/> Construction of storage facilities                         |
| <input type="checkbox"/> Asset Acquisition           | <input type="checkbox"/> Plant tissue culture and agri bio-technology               |
| <input type="checkbox"/> Home construction           | <input type="checkbox"/> Purchase of Agriculture implements & Machinery             |
| <input type="checkbox"/> Home Extension              | <input type="checkbox"/> Purchase of Cattle                                         |
| <input type="checkbox"/> Home Renovation/improvement | <input type="checkbox"/> Soil conservation and watershed development                |

I hereby represent, warrant and confirm that the aforesaid purpose is a valid purpose and is not speculative or illegal in any manner.

I further agree, confirm and undertake that the purpose of use of funds under the Loan shall not be changed in any manner during the tenure of the Loan; or that such change in purpose shall take place only with the prior written permission of BANK.

I agree that any breach or default in complying with all or any of the aforesaid undertaking(s) will constitute an event of default under the Loan Agreement.

Thanking you.

1. Applicant Signature :

Name of the Applicant

2. Guarantor Signature :

Name of the Guarantor

## **DECLARATION**

Date :

Place :

From,

Borrower Name:

Borrower Mobile Number:

I am aware that Bank will be furnishing a copy of the standard terms and conditions of the loan to me. The furnishing of the standard terms and conditions by the bank to me shall be treated as having received the standard copy of the loan agreement duly executed by me.



# ANNEXURE - DECLARATION FOR SUBMISSION OF PDC

To,  
Date :  
Place :  
EQUITAS SMALL FINANCE BANK LIMITED  
Spencer Plaza, 4th Floor,  
Phase-II, No. 769 Anna Salai, Chennai-600 002.

Dear Sir,  
Sub : Loan Facility amounting to Rs .....

This is to confirm that towards part discharge of my/our liability under the above loan facility,, I/We hereby interalia deliver to the Bank the cheques (as detailed hereunder) drawn in favour of the Bank.

S.No.	Cheque No.	Cheque Date	Drawn on (Name of the Bank & Branch)	Amount (Rs.)

I/We agree and acknowledge that in accordance with the provisions of Section 20 of the Negotiable Instruments Act ("the Act") the Bank in the present case as the holder of the said cheques shall have the authority to complete the said cheques in any manner whatsoever.

I/We hereby undertake to be absolutely bound as the drawer of the said cheques so presented for collection by the Bank and shall be liable in the same manner as the said cheques were drawn and contemplated by me/us and shall ensure that the said cheques are honoured on presentation for payment.

I/We am/are aware that the act of dishonour of the said cheques would make me/us liable to be prosecuted including under the provisions of the section 138 of the Negotiable Instruments Act, 1881. We admit that the issuing of cheque and its dishonor subsequently constitute criminal breach of trust and cheating and we are aware that you are entitled to invoke the criminal provisions of law.

**Thanking you,**

Your's truly for (Name of Individual/Company/Firm)

Signature(s)/Authorized Signatory

Authorized Signatory stamp to be affixed in case of Company/firm/concern

### **GENERAL POWER OF ATTORNEY**

This POWER OF ATTORNEY executed at .....on this ..... day of ..... by the undersigned.

i) Mr/Ms/Messrs ..... a resident individual/ company incorporated and registered under the Companies Act 1956/Partnership Firm registered with the Registrar of Firms/ Sole Proprietorship concern, residing / having office/carrying on business at .....and acting through Mr/ Mrs/Messrs.....who is duly authorised in their behalf vide Board Resolution/ Letter of Authority/ Power of attorney dated.....

Mr/Ms/Messrs.....a resident individual/ company incorporated and registered under the Companies Act 1956/Partnership Firm registered with the Registrar of Firms/ Sole Proprietorship concern, residing / having Office/carrying on business at.....

..... and acting through Mr/Mrs/Messrs..... is duly authorised in their behalf vide Board Resolution/

Letter of Authority/ Power of attorney dated

Mr/Ms/Messrs..... a resident individual/ company incorporated and registered under the Companies Act 1956/Partnership Firm registered with the Registrar of Firms/ Sole Proprietorship concern, residing / having Office/ carrying on business

at..... and acting through Mr/Mrs/Messrs..... who is duly authorised in their behalf vide Board Resolution/Letter of Authority/Power of attorney dated..... hereinafter referred to as "the Borrower" (which expression shall unless repugnant to or inconsistent with the context or meaning thereof shall mean and include its executors, administrators and successors).

### **IN FAVOUR OF**

**EQUITAS SMALL FINANCE BANK LIMITED**, a banking company incorporated under the Companies Act, 1956 carrying on business under the Banking Regulation Act, having its Registered office at 4th Floor, Phase-II, Spencer Plaza, 769, Anna Salai, Chennai - 600 002. (hereinafter referred to as "the Bank"), which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns

### **WHEREAS**

1. The Bank has sanctioned to me / us a sum of Rs..... (Rupees ..... ) by way of loan under the terms and conditions contained in the loan agreement executed / to be executed between me/us and the Company.

2. I / we have agreed to hypothecate/mortgage the asset more fully described in the memorandum of deposit of title deeds / deed of mortgage / letter of hypothecation / pledged card the loan agreement dated ..... (hereinafter referred to as "the asset") and to create charge over the Asset in favour of the Bank as and by way of a security for ensuring due repayment by me/us to the Bank of the loan, interest and all other charges that would be payable by me / us to the Bank under the loan agreement.

3. I / we accordingly, have agreed to deposit the title deeds of the mortgaged asset/pledged Asset of the mortgaged the Asset morefully described in the memorandum of deposit of title deeds / deed of mortgage / letter of hypothecation / pledged card hereto in favour of the Bank.

4. I / we have agreed to execute an irrevocable Power of Attorney in favour of the Bank to protect the interest of the Bank under the Loan Agreement, to do following acts, deeds, matters and things.

5. Now therefore this deed witnesseth that in consideration of the Bank having agreed to sanction the loan mentioned herein, the Borrower hereby irrevocably nominates, constitutes and appoints the Bank to be the true and lawful attorney of the Borrower to do execute and perform the following acts, deed and things viz.,

6. To make, sign, execute and deliver in favour of the Bank or in favour of its nominee (or jointly with me/us as the Bank decides in its absolute discretion) at the cost and expenses of the Borrower as to stamp duty, registration and lawyers' charges, legal expenses etc. the mortgage of the Asset in any form including a legal mortgage in English form with powers to sell and or auction or otherwise in any mode of disposition as the Bank in its absolute discretion deems fit and decides as the case may be, without the intervention of the court as and by way of security for the said facility, at any time the said facility is outstanding (including all additional/future credit facility/ies given/to be given in future by way of the said facility.

7. To appear / present/ submit/ lodge for registration of the mortgage deed before the registering authority/sub-registrar of assurances of the concerned area or anywhere in India and to admit execution thereof before the sub-registrar.

8. To provide the Bank and their respective agents and nominees with an un impaired access to the godowns at all times where the hypothecated / pledged assets are stored.

9. To provide the Bank and their respective agents and nominees the right to take possession of the Asset in case of default as per terms of the Loan Agreement and to retain or otherwise deal with the asset in such manner as the Bank may deem fit in the circumstance.

10. To sell, transfer, release title, deliver or lease out whole and/or any part of the said Asset in any manner whatsoever, either by public auction or by private sale, to whomsoever for whatsoever price, compensation or rental or other such consideration and on such terms, conditions and agreements as the Attorney shall deem fit and appropriate in its absolute discretion and the Attorney to receive and give a good and valid receipt for the sale/transfer price or compensation or rentals or other amounts as the case may be received in relation to the said Asset and/or pay/or utilise

11. the proceeds in application for the repayment of all the outstanding dues payable to the Attorney or otherwise due under any credit facility granted to me/us/ and in the manner whatsoever as my/our Attorney may deem fit and proper, to mortgage, charge or encumber and also to deal in the manner whatsoever with my/our said property or any part thereof as the Attorney may think fit and appropriate in its absolute discretion as fully and effectually as I/We myself/ ourselves could have done for the purpose of paying off any existing or future or other monies due to the Bank.

12. To execute, sign, seal and deliver or otherwise perfect any instrument to get whole or any part thereof the said Asset transferred in its own name or in the name of its nominee, either singly or jointly with me/us, as it may solely decide in its

absolute discretion in the manner whatsoever, and to execute all the necessary deeds /agreements/writings /conveyance or any other documents as it may deem fit and to get the said documents registered with the office of the Registrar and/or Sub-Registrar of Assurances of the competent jurisdiction over the said property.

13. To apply for and obtain in my/our name the requisite permissions from various authorities for the aforesaid purpose including the necessary clearance certificate under the Income Tax Act, 1961, or its statutory modification or re-enactment thereof and the permission, in case required to be obtained from the competent authority constituted under any enactment and all and any other permission/certificate/s under any other law for the time being in force, that may be necessary for creation and registration of the Legal Mortgage in English Form or mortgage in any other form, of the said Asset in favour of the Company, as the Company may in its sole discretion deem fit.

14. To make, file, sign, seal and deliver and execute all applications, agreements, declarations, affidavits and deeds or documents in my/our name in connection with or incidental to the above purpose.

15. To appear for and on my/our behalf before the Income Tax Authorities and/or any other Government Authority and if need be to pay or discharge any tax liability for and on my/our behalf and I/We shall reimburse all such sums as may have been so paid on my/our behalf immediately to the Bank on demand and without prejudice to claim such reimbursement from me/us, to debit such amount to my/our account with the Bank thereby increasing the total dues to the Bank to this effect and/ or to recover the same from me/us with such interest as the Bank may in its sole discretion deem fit.

16. To execute any Sale Deed, Release Deed, Lease Deed, Mortgage Deed, Declaration, Indemnity, Rectification Deed, Ratification Deed or any other deed or documents as may be required and to present the same for registration, admit execution before the registering authorities and receive the same duly registered, to appoint Advocates and Solicitors on my/our behalf for the above mentioned purposes and fix and pay their fees for the same on my/our behalf including all out of pocket expenses like stamp duty, registration charges, etc which will be reimbursed/ borne by me/ us.

17. To appoint auctioneers and/or give advertisements/press releases inviting public for the purpose of to sell the said asset by auction and that all such costs, fees and / or expenses and other monies incurred or suffered by the Bank in relation to the auction and realization of the sale proceeds on auction of the said Asset, I/We shall reimburse all such sums as may have been incurred and paid on my/our behalf immediately to the Bank on demand and without any prejudice to claim such reimbursement from me/us and/or recover the same from me/us with such interest as the Bank may in its sole discretion deem fit

18. To do or cause to be done all such acts, deeds and things as may be necessary or proper for the effectual completion and registration of the Legal Mortgage in English Form or mortgage in any other form and/or sale and/or transfer of the said Asset and all other deeds and documents in favour of the Bank;

19. To pay to any authority any taxes, dues, duties and demands of any Government or other authorities including any local authority with respect to any sale of goods or services or relating to any payment to be received from any person responsible for paying any of the Assigned Receivables including all rights, title and interest including Security Interest therein and to do or take all such other acts, deeds and things as the Attorney may consider appropriate in order to protect the interest of the Bank; and

20. To appoint or remove any person or persons as its substitute/s or agent/s with all or any of the powers aforesaid to enable to exercise, execute and carry out all the powers given by the Principal to the Attorney herein and to withdraw any such powers from any of them.

AND GENERALLY to do or cause to be done every other act, deed or thing which the Bank may deem fit and necessary or expedient for the purpose of or in relation to these presents. And I/We hereby agree to ratify and confirm all acts whatsoever that the Attorney may do or cause to be done by virtue and in pursuance of the said authority hereby given to it.

I/We hereby confirm that the above Power of Attorney executed in favour of the Bank is irrevocable and any act ,deed or thing done by me/us in connection with the provisions of this clause will be binding on me/us and shall have overriding effect over the acts, deeds, things done by me/us in connection therewith.

In witness where of the principals have hereunto set his / her / their hands on the date, month and the year herein above written

In case of an individual

\_\_\_\_\_  
(Borrower Name and sing)

\_\_\_\_\_  
(Gurantor(1) name and sign)

\_\_\_\_\_  
(Gurantor(2) Name and sing)

\_\_\_\_\_  
(Guarantor(3) name and sign)

\_\_\_\_\_  
(Gurantor(4) Name and sing)

\_\_\_\_\_  
(Guarantor(5) name and sign)

\_\_\_\_\_  
(Gurantor(6) Name and sing)

\_\_\_\_\_  
(Guarantor(7) name and sign)



In case of Proprietary Concern

The said proprietor has executed the deed at the place and date herein above mentioned

For \_\_\_\_\_ (Name of Proprietary Concern)

Proprietor / Proprietrix Name : Mr. / Ms. \_\_\_\_\_  
(Proprietor to affix his / her signature with seal of the concern)

In case of Partnership Firm

The Partners of the Firm have executed the deed at the place and date herein above mentioned

For \_\_\_\_\_ (Name of the Partnership Firm)

Name and signature of the Partners

\_\_\_\_\_  
(Name and signature)

\_\_\_\_\_  
(Name and signature)

\_\_\_\_\_  
(Name and signature)

\_\_\_\_\_  
(Name and signature)

\_\_\_\_\_  
(Name and signature)

\_\_\_\_\_  
(Name and signature)

In case of Pvt / Ltd Company

IN WITNESS WHEREOF the said Common Seal of the Bank has been hereunto affixed the day and year first hereinabove mentioned at \_\_\_\_\_ (Place)

THE COMMON SEAL of.....has, pursuant to the Resolution of its Board of Directors passed in that behalf on the .....day of .....20.....hereunto been affixed in accordance with the Articles of Association in the presence of



1. Mr./Ms.....

2. Mr./Ms.....

The Director/s and / or the \_\_\_\_\_, who have in token thereof, Subscribed their signature hereto.

Name of the Directors and signature

\_\_\_\_\_  
(Name and signature)

\_\_\_\_\_  
(Name and signature)

\_\_\_\_\_  
(Name and signature)

\_\_\_\_\_  
(Name and signature)

\_\_\_\_\_  
(Name and signature)

\_\_\_\_\_  
(Name and signature)

\*Listed as per Board Resolution

For EQUITAS SMALL FINANCE BANK LIMITED

WITNESS:

Authorised Signatory

1.

\* Strike out whichever not applicable.

**MEMORANDUM RECORDING PAST TRANSACTION OF CREATION OF MORTGAGE BY DEPOSIT OF TITLE DEEDS**

1. THIS MEMORANDUM is executed at..... this..... day of ..... by the person(s) named in Schedule-1 herein below (hereinafter referred to as "The Depositor(s)", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/her/their respective heirs, legal representatives and successors), for recording the past transaction of creation of equitable mortgage by deposit of title deeds in favor of EQUITAS SMALL FINANCE BANK LIMITED, incorporated and registered under the Companies Act, 1956 and having its registered office at Spencer Plaza, No. 769, 4th Floor, Phase-II, Anna Salai, Chennai-600 002. hereinafter referred to as "Bank" (which expression shall, unless if be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) AS UNDER:
2. Acting for and on behalf of the Bank, the documents of title, title deeds, documents and writings described in Schedule of the agreement, relating to the Depositor(s) Properties, described in the Schedule of the agreement (hereinafter referred to as "the Properties"), with the intent that the said title deeds should remain deposited as and by way of a mortgage by deposit of title deeds in favour of the Bank over and in respect of the Depository's Properties as security for the due repayment/payment of the Borrower(s)'s dues under the Agreement including principal amount of the loan, interest, liquidated damages, costs, charges and expenses and all other moneys whatsoever due and payable by the Borrower(s) to the Bank, whether under the said Agreement or otherwise (hereinafter collectively referred to as "the Outstanding").
3. The Depositor(s), at the time of the said deposit, further declared and represented to the Bank, inter alia, that the Depositor(s) was/ were the absolute owner(s) of the Properties, that the Depositor(s) had the right to create a mortgage over and in respect of the Properties, that the title deeds, documents and writings set out in relevant Schedule herein below relating to the said Properties were the only documents of title relating to the Properties and that the same had been deposited with the Bank, as aforementioned, and that they would remain as security till the entire outstanding secured by the said equitable mortgage by deposit of title deeds were paid/repaid to the Bank in full by the Borrower(s) and/or the Depositor(s).

In witness whereof party / partner here in have set their hands here unto on this the date, month and the year herein above written

Signature of the Individual

IN THE PRESENCE OF Signed and Recorded By ;  
for and behalf of EQUITAS SMALL FINANCE BANK LIMITED

Witness

1.....  
Authorised signatory

Witness

2.....

## HUF DECLARATION AS TO CONSTITUTION AND AUTHORISATION

Date :

Place :

To

### **EQUITAS SMALL FINANCE BANK LIMITED**

Spencer Plaza, No. 769, 4th Floor, Phase-II, Anna Salai, Chennai-600 002.

Dear Sir,

Re: Availing of a..... (nature of the facility) in the name of  
..... (name of the HUF)

We refer to the captioned.... facility availed by us and declare a under.

We, the undersigned, confirm that we are the only members of the HUF and Mr..... is its Kartha being the eldest male member of the family and we are jointly and severally liable for the liabilities thereof under the above loan facility.

Mr....., Kartha, is duly authorized by us to sign and execute all or any of the documents in connection with the above facility on our behalf and on behalf of the HUF.

We undertake to inform you in writing of any change that may take place in the HUF and all the members shall be liable to you to fulfill any obligation undertaken by the Kartha on behalf of the HUF, which may be standing in HUF's name in your books on the date of the receipt of such notice and until all such obligations are fulfilled.

I/we further undertake and confirm that I/We unconditionally indemnify you and your assignees against such claims, losses and damages, whatsoever, that you / they may at any point in time suffer, in view of having relied on this declaration or in connection with the validity or enforceability thereof.

Thanking You,

Yours faithfully,

Name of the Co Partners / Members

Signature (Please sign without Stamp)

1.

2.

3.

4.

### **Declaration on Illustrations on certain terms used in relation to our credit / loan facility**

We confirm that we have understood the below illustrations provided by you as per IRACP norms stipulated by RBI.

a) **Dues** : Mean, the principal / interest / any charges levied on the loan accounts which are payable within the period stipulated as per the terms of sanction of the credit facility.

b) **Overdue** : Mean the principal / interest / any charges levied on the loan account which are payable, but have not been paid within the period stipulated as per the terms of sanction of the credit facility. In other words, any amount due to the bank under any credit facility is 'overdue' if it is not paid on the due date fixed by the bank.

c) **Relevance of the Principle of 'First In First Out' (FIFO) in appropriation of payments into the loan account:**

The Principle of FIFO i.e., 'First In, First Out' accounting method is relevant to arrive at the number of days of overdue for determining the SMA / NPA status. The FIFO principle assumes that the oldest outstanding dues in the loan account needs to be cleared first. The FIFO method thus requires that what is due first must be paid by the borrower first.

For example ;

If in any loan account as on 01.02.2021, there are no overdues and an amount of Rs. X is due for payment towards principle instalment / interest / charges, any payment being credited on or after 01.02.2021 in the loan account will be used to pay off the dues outstanding on 01.02.2021.

Assuming that nothing is paid / or there is partial payment (Rs. Y) of dues during the month of February, the overdue as on 01.03.2021 will be Rs. X-Y.

Additionally, an amount of Rs. Z becomes due as on 01.03.2021, now any payment / partial payment into the account on or after 01.03.2021 will be first utilized to pay off the partial due as of 01.02.2021 (Rs. X - Rs. Y). If there is more recovery than the Rs. X - Rs. Y, then after recovering dues of 01.02.2021, the remaining amount will be treated as recovery towards due of 01.03.2021.

#### **Age of oldest Dues :**

The age of oldest dues is reckoned in days from the date on which the oldest payment is due and continues to remain unpaid.

In the aforesaid illustration, if the Dues relating to 1st February 2021 remain unpaid till 01.03.2021, the age of the oldest dues is reckoned as 29 days on 02.03.2021.

#### **Classification as Special Mention Account (SMA) and Non-Performing Asset (NPA) :**

Bank will recognize the incipient stress in loan accounts, immediately on Default, by classifying them as Special Mention Accounts (SMA). The basis of classification of SMA/ NPA Category shall be as follows :

Loans other than revolving facilities		Loans in the nature of revolving facilities like cash credit / overdraft	
SMA Sub Categories	Basis for classification - Principal or interest payment or any other amount wholly of partly overdue	SMA Sub Categories	Basis for classification - Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of
SMA-0	Upto 30 days		



SMA-1	More than 30 days and upto 60 days	SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days	SMA-2	More than 60 days and upto 90 days

#### **Non-performing Asset :**

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

- interest and / or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan ;
- the account remains 'out of order' as indicated below, in respect of an Overdraft/Cash Credit (OD/CC).
- the bill remains overdue for a period of more than 90 days in the case of bills purchased and discounted.
- the instalment of principal or interest thereon remains overdue for two crop seasons for short duration crops.
- The instalment of principal or interest thereon remains overdue for one crop seasons for long duration crops,

#### **'Out of Order' Status :**

An account shall be treated as 'out of order' if :

- The outstanding balance in the CC/OD account remains continuously in excess of the sanctioned limit/drawing power for 90 days, or
- The outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days, or the outstanding balance in the CC/OD account is less than the sanctioned limit / drawing power but credits are not enough to cover the interest debited during the previous 90 days period.

**Illustrative movement of an account to SMA category to NPA category based on delay I nonpayment of dues and subsequent upgradation to Standard category at day end process :**

Due date of payment	Payment Date	Payment covers	Age of oldest dues in days	SMA / NPA Categorizations	SMA since Date / SMA class date	NPA categorization	NPA Date
01.01.2022	01.01.2022	Entire dues upto 01.01.2022	0	NIL	NA	NA	NA
01.02.2022	01.02.2022	Partly paid dues of 01.02.2022	1	SMA-0	01.02.2022	NA	NA
01.02.2022	02.02.2022	Partly paid dues of 01.02.2022	2	SMA-0	01.02.2022	NA	NA
01.03.2022		Dues of 01.02.2022 not fully paid 01.03.2022 is also due at EOD 01.03.2022	29	SMA-0	01.02.2022	NA	NA

		Dues of 01.02.2022 not fully paid, Due for 01.03.2022 not paid at EOD 01.03.2022	1	SMA-0	01.03.2022	NA	NA
		No payment of full dues of 01.02.2022 and 01.03.2022 at EOD 03.03.2022	31	SMA-1	01.02.2022 / 03.03.2022	NA	NA
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not fully Paid at EOD 01.03.2022	1	SMA-0	01.03.2022	NA	NA
01.04.2022		No Payment of dues of 01.02.2022, 01.03.2022 and amount due on 01.04.2022 at EOD 01.04.2022	60	SMA-1	01.02.2022 / 03.03.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.04.2022 at EOD 02.04.2022	61	SMA-2	01.02.2022 / 02.04.2022	NA	NA
01.05.2022		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 01.05.2022 at EOD 01.05.2022	90	SMA-2	01.02.2022 / 02.04.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 01.05.2022 at EOD 02.05.2022	91	NPA	NA	NPA	02.05.2022
01.06.2022	01.06.2022	Fully Paid dues of 01.02.2022 at EOD 01.06.2022	93	NPA	NA	NPA	02.05.2022
01.07.2022	01.07.2022	paid entire dues of 01.03.2022 & 01.04.2022 at EOD 01.07.2022	62	NPA	NA	NPA	02.05.2022
01.08.2022	01.08.2022	paid entire dues of 01.05.2022 & 01.06.2022 at EOD 01.08.2022	32	NPA	NA	NPA	02.05.2022

01.09.2022	01.09.2022	paid entire dues of 01.07.2022 & 01.08.2022 at EOD 01.09.2022	1	NPA	NA	NPA	02.05.2022
01.10.2022	01.10.2022	paid entire dues of 01.09.2022 & 01.10.2022	0	Standard Account with No Overdues	NA	NA	STD from 01.10.2022

I/we hereby further confirm, that the aforesaid illustrations cannot be treated as exhaustive and that they are in the nature of covering common scenarios, and that, the IRACP norms and clarifications provided by RBI on the subject referred above, shall prevail.

**Yours Sincerely,**

**(Borrower/s)**

**Date :**

**Place :**

Income-tax Rules, 1962  
**FORM NO. 60**  
[See second proviso to rule 114B]

Form for declaration to be filed by an individual or a person (not being a company or firm) who does not have a permanent account number and who enters into any transaction specified in rule 114B

<b>1</b>	First Name																	
	Middle Name																	
	Surname																	
<b>2</b>	Date of Birth/ Incorporation of declarant										D	D	M	M	Y	Y	Y	Y
<b>3</b>	Father's Name (in case of individual)																	
	First Name																	
	Middle Name																	
	Surname																	
<b>4</b>	Flat/ Room No.										<b>5</b>	Floor No.						
<b>6</b>	Name of premises										<b>7</b>	Block Name/No.						
<b>8</b>	Road/ Street / Lane										<b>9</b>	Area/ Locality						
<b>10</b>	Town/ City								<b>11</b>	District				<b>12</b>	State			
<b>13</b>	Pin code		<b>14</b>	Telephone Number (with STD code)						<b>15</b>	Mobile Number							
<b>16</b>	Amount of transaction (Rs.)																	
<b>17</b>	Date of transaction										D	D	M	M	Y	Y	Y	Y
<b>18</b>	In case of transaction in joint names, number of persons involved in the transaction																	
<b>19</b>	Mode of transaction: <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Card <input type="checkbox"/> Draft/Banker's Cheque <input type="checkbox"/> Online transfer <input type="checkbox"/> Other																	
<b>20</b>	Aadhaar Number issued by UIDAI (if available)																	
<b>21</b>	If applied for PAN and it is not yet generated enter date of application and acknowledgement number										D	D	M	M	Y	Y	Y	Y
<b>22</b>	If PAN not applied, fill estimated total income (including income of spouse, minor child etc. as per section 64 of Income-tax the above transaction is held																	
	a		Agricultural income (Rs.)															
	b		Other than agricultural income (Rs.)															
<b>23</b>	Details of document being produced in support of identify in Column 1 (Refer Instruction overleaf)										Document code		Document identification number					
<b>24</b>	Details of document being produced in support of address in Columns 4 to 13 (Refer Instruction overleaf)										Document code		Document identification number					

**Verification**

I, \_\_\_\_\_ do hereby declare that what is stated above is true to the best of my knowledge and belief. I further declare that I do not have a Permanent Account Number and my/ our estimated total income (including income of spouse, minor child etc. as per section 64 of Income tax Act, 1961) computed in accordance with the provisions of Income tax Act, 1961 for the financial year in which the above transaction is held will be less than maximum amount not chargeable to tax. Verified today, the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Place: \_\_\_\_\_

(Signature of declarant)



The person accepting the declaration shall not accept the declaration where the amount of income of the nature referred to in item 22b exceeds the maximum amount which is not chargeable to tax, unless PAN is applied for and column 21 is duly filled.

**Instruction:**

(1) Documents which can be produced in support of identity and address (not required if applied for PAN and item 20 is filled):

Sl	Nature of Document	Document Code	Proof of Identity	Proof of Address
<b>A</b>	<b>For Individuals and HUF</b>			
1	AADHAR card	1	Yes	Yes
2	Bank/Post office passbook bearing photograph of the person	2	Yes	Yes
3	Elector's photo identity card	3	Yes	Yes
4	Ration/Public Distribution System card bearing photograph of the person	4	Yes	Yes
5	Driving License	5	Yes	Yes
6	Passport	6	Yes	Yes
7	Pensioner Photo card	7	Yes	Yes
8	National Rural Employment Guarantee Scheme (NREGS) Job card	8	Yes	Yes
9	Caste or Domicile certificate bearing photo of the person	9	Yes	Yes
10	Certificate of identity/address signed by a Member of Parliament or Member of Legislative Assembly or Municipal Councillor or a Gazetted Officer as per annexure A prescribed in Form 49A	10	Yes	Yes
11	Certificate from employer as per annexure B prescribed in Form 49A	11	Yes	Yes
12	Kisan passbook bearing photo	12	Yes	No
13	Arm's license	13	Yes	No
14	Central Government Health Scheme/Ex-servicemen Contributory Health Scheme card	14	Yes	No
15	Photo identity card issued by the government./Public Sector Undertaking	15	Yes	No
16	Electricity bill (Not more than 3 months old)	16	No	Yes
17	Landline Telephone bill (Not more than 3 months old)	17	No	Yes
18	Water bill (Not more than 3 months old)	18	No	Yes
19	Consumer gas card/book or piped gas bill (Not more than 3 months old)	19	No	Yes
20	Bank Account Statement (Not more than 3 months old)	20	No	Yes
21	Credit Card statement (Not more than 3 months old)	21	No	Yes
22	Depository Account Statement (Not more than 3 months old)	22	No	Yes
23	Property registration document	23	No	Yes
24	Allotment letter of accommodation from Government	24	No	Yes
25	Passport of spouse bearing name of the person	25	No	Yes
26	Property tax payment receipt (Not more than one year old)	26	No	Yes
<b>B</b>	<b>For Association of persons (Trusts)</b>			
	Copy of trust deed or copy of certificate of registration issued by Charity Commissioner	27	Yes	Yes
<b>C</b>	<b>For Association of persons (other than Trusts) or Body of Individuals or Local authority or Artificial Juridical Person)</b>			
	Copy of Agreement or copy of certificate of registration issued by Charity commissioner or Registrar of Cooperative society or any other competent authority or any other document originating from any Central or State Government Department establishing identity and address of such person.	28	Yes	Yes

(2) In case of a transaction in the name of a Minor, any of the above mentioned documents as proof of Identity and Address of any of parents/guardians of such minor shall be deemed to be the proof of identity and address for the minor declarant, and the declaration should be signed by the parent/guardian.

(3) For HUF any document in the name of Karta of HUF is required.

(4) In case the transaction is in the name of more than one person the total number of persons should be mentioned in Sl. No. 18 and the total amount of transaction is to be filled in Sl. No. 16.

In case the estimated total income in column 22b exceeds the maximum amount not chargeable to tax the person should apply for PAN, fill out item 21 and furnish proof of submission of application.