

LOAN AGREEMENT

THIS AGREEMENT Executed in Chennai on the date mentioned in the Schedule of the Agreement

Between

The Borrower, Co-Borrower, Co-Borrower, Co-applicant more particularly described and set out in the Schedule hereof (hereinafter referred to as "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), successors-in-interest as the case may be, (where the/a Borrower is a Company incorporated under the Companies Act, 1956 or any other body corporate), the partner(s) from time to time of the firm, the survivor(s) of the firm 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

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 of the OTHER PART

WHEREAS

The Bank is inter alia engaged in the business of extending finance facility to

- A) Self-employed;
- B) Companies, society, trust, partnership firm, Limited Liability Companies etc., for the purchase of primary assets as described hereunder.
- C) The Borrower has requested the Bank for a financial assistance for acquiring an asset more fully described in the Schedule of this Agreement ((hereinafter referred to as "Primary Asset")
- D) To secure the finance assistance, the Borrower has agreed to create charge over either by way of mortgage or hypothecation the Primary Asset with the Bank and also provide secondary collateral more fully described in the Schedule of this Agreement (hereinafter referred to as "Secondary Asset"), held by the Borrower / and the co-borrower severally or jointly.
- E) The Borrower has agreed to abide by the terms and conditions stipulated by the Bank and more fully set out hereunder and in particular not to deal with the mortgaged / hypothecated asset by way of sale, alienation, mortgage or in any other manner whatsoever until the entire due amount under this agreement is paid to the Bank;
- F) The Bank, relying upon the above representations made by the Borrower, has agreed to provide the financial assistance sought for to the Borrower, upon the terms and conditions stipulated hereinafter;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

DEFINITIONS AND INTERPRETATIONS:

In this Agreement, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings. The terms and expressions not defined herein shall where the interpretation and meaning have been assigned to them in terms of the General Clauses Act 1897, have that interpretation and meaning.

- a) The term "Loan" means, the loan referred to in this Agreement.
- b) The term "Schedule" means the Schedule to this Agreement.
- c) The term "repayment" means the repayment of the principal amount of Loan, interest thereon, by way of installments including additional interest or otherwise, commitment and / or any other charges, premium, fees or other dues payable in terms of this Agreement to the Bank and means in particular, amortization provided for in Article 6 of this Agreement.
- d) The term "Prepayment" means the foreclosure, (whether prepayment can be substituted by foreclosure) as per the terms and conditions laid down by the Bank in that behalf and in force at the time of repayment.
- e) "Due date" means, the date on which an Installment of the Principal amount of the loan and / or interest and / or any other amount payable under this Agreement and / or balance of the loan amount as the case may be, which is due for payment under any of the clauses of this agreement.
- f) The expression "rate of interest" means the rate of interest referred to in Article 2 of this Agreement.
- g) The expression "Installment" means the amount of monthly payment specified in the Schedule, necessary to amortize the Loan with interest over the period of Loan.
- h) The term "ECS mandate / Standing Instruction / NACH", means the authorization given by the borrower in favour of the Bank for making payment of the installment of the Principal amount and / or interest and / or any other amount payable under this agreement through Electronic Clearing Service (Debit Clearing) by direct debit to his bank account on the date of each Installment. The term "Post Dated Cheque(s)" or "PDCs" means cheques of the amount of the Installment drawn by the Borrower in favour of the Bank for the amount of the Installment bearing the dates to match the due date of each Installment.
- i) The term "Primary Asset" shall mean and include the asset acquired by the Borrower out of the finance facility availed from the Bank and offered as primary collateral security for the due repayment of the Loan together with interest and other charges which may be movable or immovable asset or both.
- j) The term "Secondary Asset" shall mean and include immovable / movable assets and / or both asset out in the Schedule and offered as additional security for the due repayment of the Loan together with interest and other charges apart from the primary asset. Immovable asset so specified shall consist of the land and super structures built / to be built in future on the same.
- k) The term "Asset" shall mean and include the Primary Asset and / or the Secondary Asset.
- l) The term "Borrower" shall mean a person, whether an Individual / company / Firm / Association / Trust / Society or such entities whose name is furnished as such in the Schedule and to whom loan facility has been granted by the Bank and includes the co-borrower and / or guarantor, as the case may be. Unless repugnant to the context the term Borrower/s shall mean and include any legal heir, representative, executor, administrator, successor, success or in interest, successor-in-title of the Borrower and shall also include Borrowers, more than one Borrower.
- m) All terms used in singular shall, unless the context requires otherwise, include plural and a reference to one gender shall include all genders.

1. TERMS OF THE LOAN:

- a) The Bank does hereby agree to grant as Loan to the Borrower the sum as specified in the schedule (hereinafter referred to as "the Loan Schedule in one or more tranches, on terms herein set forth. Further, the determination of the value of such asset offered for mortgage and / or hypothecation, for the purpose of evaluation of the quantum of money that can be lent prior to availing of the facility shall be at the sole and exclusive discretion of the Bank and shall be binding on the Borrower.
- b) The Loan provided under this Agreement shall be for the period as specified under Tenure of Loan mentioned in the Schedule commencing from the date specified therein, unless this Agreement is terminated earlier in a manner stipulated herein. The Borrower shall repay the Loan before the expiry of the said period. The Bank, may at its sole and exclusive discretion agree to renew. The facility and if the facility is recalled / cancelled, which the Bank is entitled to do without assigning any reason at anytime during the currency of this agreement and the Borrower shall be bound to repay the entire amount together with interest accrued thereon on demand by the Bank as stipulated in this agreement

2. Computation of Interest

The Borrower hereby understands, acknowledges, confirms, assures and agrees that

- a) The rate of Interest on the loan amount shall be as specified in the Schedule hereof and subject to such changes as may be intimated by the Bank from time to time.
- b) The Borrower shall be liable to pay interest on the loan amount and all other charges payable by the Borrower from the date of disbursement of the loan at the rate specified in the schedule.
- c) The Bank at its discretion shall 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 and shall be binding upon the Borrower.
- d) Interest and all charges shall accrue from day to day and computed on a yearly basis and actual number of days elapsed.
- e) The Borrower shall pay all taxes on interest, other taxes, other charges / insurance premium, outgoings whatsoever in respect of this Agreement or in relation to the Asset, whether with retrospective or prospective effect and if the Bank makes any such payments without being under any obligation to do so, the Borrower shall reimburse the Bank within 3 days of receipt of due intimation from the Bank in this regard. In the event the Borrower fails to reimburse the said amount, interest at the default rate mentioned in the schedule shall accrue thereon from the date of payment by the Bank and the same shall be added to the amounts due by the Borrower to the Bank.
- f) Without prejudice to the other rights of the Bank, if the Borrower delays or defaults in remitting any amounts due to the Bank pursuant to this agreement, the Borrower shall pay to the Bank additional interest at the rate mentioned in the Schedule (or at such higher rate as the Bank may specify / intimate from time to time) on the entire outstanding from the date of default till the date of payment in settlement.
- g) The Borrower shall be liable to pay interest on the loan amount from the date of disbursement of the loan at the rate specified in the Schedule.
- h) The borrowing under this agreement is a commercial transaction and the Borrower waives any defense under the usurious or other laws relating to charging of interest. The Borrower shall not be entitled to cancel the facility or refuse accepting the disbursement except with the consent of the Bank on the payment of necessary foreclosure or cancellation charges.
- i) The Borrower shall pay all duties, cesses, license fees, taxes, insurance premiums and other charges including any tax levied on the interest / charges to Central / state government / authority whatsoever in respect of this Agreement or in relation to the Asset, whether with retrospective or prospective effect and if the Bank makes any such payment without being under any obligation to do so, the Borrower shall reimburse the Bank within 3 days of receipt of due intimation from the Bank in this regard.
- j) In calculating the EMI, interest shall be calculated on the basis of monthly rest and is rounded off to the next rupee. Interest shall be computed on the actual daily outstanding principal balance of the loan on 360 days a year and 30 days a month basis. If the loan is disbursed in stages, the amount under the instalment may vary during the tenure of the loan (PEMI), and the PEMI amount in such case may be arrived at from time to time on the basis of amount drawn under each stage along with interest due/debited.
- k) Borrower agrees to remit broken period interest at the rate agreed upon with the lender, in case of difference in days from the date of Sanction and disbursement, disbursement in tranches, credit of subsidy etc.
- l) Under circumstances stated under j & k above, either the repayment tenure or the amount of the EMI shall be subjected to such changes at the discretion of the lender. The borrower shall pay the EMI/PEMI without delay/default
- m) Borrower/s agrees that in an event of any details relating to the loan, repayment details or security that is/are required to be filled up later under the agreement, schedules and/or related documents, whether available or not, at the time of execution of the loan agreement and other related documents, Bank shall be entitled to fill up such details, at any time, later to the execution of the loan agreement and other related documents, which shall be binding on the Borrower/s as if filled up, known to the Borrower/s and available at the time of execution of loan documents.

3. PROCESSING CHARGES:

The Borrower has expressed his consent out of free will without any coercion or undue influence to pay to the Bank a Processing Charge as was agreed by the Borrower at the time of submitting the Application to the Bank for sanction of the loan. The said Processing fee / service charge which is more specifically mentioned in the schedule of the agreement shall not be refundable to the Borrower under any circumstances, even if the Loan is not availed or granted by the bank subsequent to sanction of a loan

4. DISBURSEMENT:

- a) The Borrower shall indicate the manner of disbursement of Loan by the Bank as desired by him / As mentioned under Loan disbursement request from However, the bank shall have the sole discretion to determine the manner of disbursement and the borrower agrees to bind himself to the same.

- b) All disbursements to be made by the Bank to the Borrower in terms of this Agreement shall be by way of cheque duly crossed, marked "A/c.Payeeonly" 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 to fall such cheques or modes of transfers will have to be borne by the Borrower, irrespective of the time taken for transit/collection/realization of the cheque by the Borrower or its bank. If the purpose of the loan is towards payment of rental advance, the rental advance shall be released by way of Account Payee cheque in the name of the landlord and the Borrower hereby agrees to notify the Bank in case of the termination of the lease and agrees to arrange for the refund of rental advance from the landlord directly to the Bank and the borrower undertakes to provide a consent letter from the landlord in this regard. The Borrower denies his right to claim the same from the landlord without getting the no objection from the Bank.
- c) The Borrower herein consents with the bank that the day of disbursement shall be treated as the day on which the disbursement has been made by the Bank.
- 5. CONDITIONS PRECEDENT:**
- The Loan Amount will be disbursed by the Bank to the Borrower on fulfillment of the following conditions precedent ("Conditions Precedent"). The Borrower shall comply with the Conditions Precedent by the date mentioned in the Schedule hereunder written, or within such date as may be extended by the Bank. Failure to fulfill the Conditions Precedent by such date could result in the Bank with holding or refusing to disburse the Loan and if for any reason or in exceptional circumstances, already disbursed, shall cause to be recalled into to. The Conditions Precedent required to be fulfilled by the Borrower are:
- a) The representations and warranties of the Borrower contained in this Agreement shall be true (i) as on the date hereof, and (ii) as on the date of the intended disbursement (as if made on such date) / availment of the Loan and shall remain valid during the tenure of the loan and thereafter till settlement in full;
- b) If so required by the Bank, guarantee/s acceptable to the Bank shall have been executed in favour of the Bank;
- c) The Borrower shall have executed and delivered to the Bank the post dated cheques /ECS Mandates man dates in a manner required by the Bank;
- d) The Borrower shall create such security in favour of the Bank, as may be acceptable to the Bank ("The Security"). The Borrower or the owner of the Asset shall have a clear and marketable title to such Security, free from all encumbrances, liens and defects in title. Provided that where the Borrower/owner of the Asset is required to make any registrations and filings in respect of the creation of such Security under applicable law, the Borrower shall make/ensure the owner of the Asset makes all such registrations and filings in this regard. Provided further that where the Borrower needs any consents for the creation of any such Security, the Borrower shall ensure the owner of the Asset have also obtained all such consents prior to the creation of such Security;
- e) Where the Borrower is not a person resident in India, the Borrower shall have obtained to the satisfaction of the Bank, all consent/s as may be required under the provisions of the exchange control laws or otherwise for the availing of the Loan and / or creation of the Security. The Borrower and/or such other person as the bank may require shall have executed such other documents or writings and shall have performed such other actions and executed such other documentation.
- f) Borrower/s had provided/undertakes to provide ECS/Standing Instructions/NACH/Post Dated cheques, apart from the ones provided for payment of instalments, as security, which the Bank shall be entitled to present to realise the amount outstanding under the loan, anytime during the tenure of the loan or thereafter, in an event of Borrower/s committing delay and/or default in the payment of instalments under the loan agreement.
- 6. REPAYMENT:**
- a) The Borrower shall pay to the Bank all sums of money which becomes payable by the Borrower to the Bank under this agreement as and when it falls due without any delay or default without any intimation from the Bank. The Borrower acknowledges that strict compliance by him with the repayment schedule is an essential condition for grant of the loan and that time is of essence of this contract.
- b) There payment of the Loan and the interest thereon shall be made by the Borrower in installments as per the terms set out in the schedule. There payment schedule mentioned herein above is without prejudice to the right of the Bank to demand repayment 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 and interest thereon, including in case it is discovered at any stage that the installments have been computed wrongly. The 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 with 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. In the event of any such modification, the Borrower agrees and undertakes to give fresh ECS man date in favour of the Bank or issue fresh post dated cheques to the Bank as may be required by the Bank.
- c) All amounts payable by the Borrower to the Bank, shall be paid without any deductions whatsoever at the Registered Office of the Bank at Chennai or at any other centre authorized by the Bank on or before the due dates. Any payment made at the centre shall be deemed to have been made at the Registered Office of the Bank at Chennai. 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 which ever is later.
- d) The Borrower confirm shaving perused, understood and agreed to the Bank's method of calculating the monthly installments as also the division there of into principal and interest.
- e) If the due falls on a day which is a holiday, the payment is to be made on the immediately preceding working day.
- f) All payments under this agreement shall be made by the Borrower promptly on the due date, free of exchange and deduction to the Bank.
- g) Without prejudice to the Bank's right of liquidating the Security or to enforce the Security for payment of the amounts to the Bank under this Agreement or to determine this Agreement and any other rights and/or remedies which the Bank may have under this Agreement and / or under the prevalent law, in the event of any amount remaining in arrears and unpaid beyond the date when it fell due, the Borrowers shall be liable to pay Additional Interest at the rate specified in the Schedule on the entire amount in arrears, whether of by way of Loan, installment, interest or anyother charges. The charging of Additional Interest shall however not relieve the Borrower's obligation of strict compliance with repayment schedule being an essential condition for the grant of Loan.
- 7. MODE OF PAYMENT OF INSTALLMENTS:**
- a) Subject to the terms and conditions stipulated hereunder, the repayment of the Loan shall be by way of Post Dated Cheques or by remittance in cash or by Demand Draft or through mandate (Electronic Clearing System (ECS) /Standing Instruction authorizing the Bank to collect the installments due by the Direct debit to the Borrower's bank account.
- b) The Borrower has delivered to the Bank, posted dated cheques for the installments / ECS mandates as mentioned in the Schedule. Submission of such post dated cheques or man dates shall be deemed to be an unconditional and irrevocable authority given by the Borrower to the Bank which are delivered in advance, on the respective dates on which the same are drawn and the Borrower warrants that the cheques/man dates will be honoured on the first presentation. Any non- presentation of a cheque(s)/mandate(s) due to any reason will not affect the liability of the Borrower to pay the monthly installments or any other sums that may become due and pay able under this agreement.
- c) Nonnotice, reminder or intimation shall be given by the Bank to the Borrower prior to presentation of any of the PDCs/ECS/NACH/Standing Instruction.
- d) If anyone or more than one or all of the PDCs/ECS/NACH/Standing Instruction delivered by the Borrower pursuant to this Article
- i. is/are lost, destroyed or misplaced while in the custody of the [Bank],
- ii. become(s)/nonen-cash able due to whatsoever reasons, then in such an event, the Borrower shall, on receipt of the intimation of such loss, destruction or misplacement (as the case may be) from the Bank or immediately on the said cheques or any of those being nonen-cash able due to the reasons mentioned above, deliver to the Bank such number of cheques as or adequate to replace those that have been lost ,destroyed, misplaced or become non encashable, or make such suitable alternative arrangement for repayment of loan as is acceptable to and approved by the bank.
- e) It is agreed and understood by the Borrower that non-presentation of any of the cheques by the Bank due to any reason whatsoever shall not affect the liability of the Borrower to repay the Loan. The Bank shall not, in any way, be responsible for the delay, omission or neglect in encashment, damage or loss of any cheque(s) already given or to be given by the Borrower to the Bank interms here off or any reason whatsoever.
- f) If required, the Borrower, subject to the Bank's permission, may swap, interchange or replace the cheques issued and drawn in one bank to that of the other bank, on paying the Bank the swapcharges of an amount specified in the Schedule for every replacement.
- g) Without prejudice to any other rights or remedies the Bank may have under this Agreement and/or under the prevalent law, the Borrower shall be liable to pay charges towards Cheque Dishonor or ECS mandate dishonor at the rate specified in the Schedule for dishonor of each PDC/ECS/NACH /Standing Instruction on every present ment. The levy of the charge upon dishonouring of the cheques without prejudice to the rights of the Bank under the Negotiable Instruments Act, 1881, as amended and as in force for the time being.
- h) The Borrower shall also be liable to pay Collection Charges as stated in the Schedule, for delayed payments.
- i) Where remittance are made by way of Outstation Cheques, the Borrower shall be liable to pay the cheque collection charges as stated in the Schedule subject to revision at the Bank's discretion from time to time.
- j) The Charges mentioned in the Schedule are subject to change at the sole discretion of the Bank
- k) The Borrower shall not be entitled to cancel or issue stop payment instructions with respect to PDCs or ECS mandates/NACH/Standing Instruction mandates as long as the loan or any part of his indebtedness is due and Outstanding and any such acts shall be deemed to have been committed with an intention to cheat and avoid prosecution under the Negotiable Instruments Act. 1881 and Bank shall be titled to initiate appropriate criminal proceedings against the Borrower.
- l) In case of foreclosure as per the provisions of this agreement, the Borrowers shall collect the PDCs lying with the Bank within 30 days from date of the request, on the failure of which the Bank shall have the right to destroy the same with no further demands from the Borrower without any reference to the [Borrower].
- 8. SECURITY:**
- a) The Borrower agrees that the said loan together with interest, compound interest, additional interest, liquidated damages, costs, charges, expenses and other moneys payable in respect there of will be secured in favour of the Bank by a First Charge by way of hypothecation and/or pledge of movable The movable property shall include but not be limited to Plant and Machinery, Stocks of Raw Materials, Semi-Finished and Finished Goods, Stores and Spares not relating to plant and machinery (Consumables Stores & Spares), Bills Receivable and Book Debts and all other movables of the Borrower both present and future excluding such movables as may be permitted by the Bank from time to time and also by way of collateral first charge by way of hypothecation and/or pledge of other uncharged Asset/Fixed assets, both present and future, more fully described in the Schedule.
- b) The Borrower further agrees that the said loan together with interest, compound interest, additional interest, liquidated damages, costs, charges, expenses and other moneys payable in respect there of will be secured in favour of the Bank by a First Charge by way of mortgage of immovable property also or both at the discretion of the Bank viz. land and/or land with building. Borrower consents that the security provided under this agreement and / or any other loan agreement shall stand cross collateralized and Bank shall be entitled to combine all securities provided by the borrower under the loan facilities availed by him or the Bank shall be entitled to proceed against any other security provided under any other facility availed by the borrower notwithstanding and / or without prejudice to the right over the security provided by the borrower under this facility irrespective of whether the borrower is in default under the other facility.
- c) The Borrower shall execute all documents, deeds and writings and such further securities as may be required by the Bank, including a Promissory Note in the form and manner as prescribed by the Bank. Further, where any security in relation to the Asset is required to be registered under any law for the time being in force, the Borrower shall within 10 days from the date of creation of the security have the same registered with the appropriate registering authority and submit the original security documents to the [Bank].
- d) It is agreed that all the security furnished shall remain a continuing security to the Bank and be binding on the Borrower and;
- i. Shall not be discharged by intermediate payment by the Borrower or any settlement of accounts by the Borrower [and];
- ii. Shall be in addition and not in derogation of any other security which the Bank may at any time hold in respect of these aid dues;
- iii. Shall be available to the Bank till all the said dues are paid and the Securities are expressly released by the Bank;
- iv. The Borrower undertakes to create and/or cause to be created such additional security as the Bank may require from time to time to secure the said Dues. Without prejudice to the generality of the above, the Borrower shall create additional security.
- e) In the event of the said dues being more than the market value of the Security or otherwise in accordance with the margin requirements of the Bank; and
- f) In the event of destruction or damage or depreciation or fall in value of any Security available to the Bank on the title of any Security being unclear, unmarketable or encumbered in the opinion of the Bank or affecting the value of the Security in any manner whatsoever.

- g) Without prejudice to the rights of the Bank stated in any other documentation, upon occurrence of any event of default as specified under Article 10 of this agreement or incase of any breach of the terms of the sanction letter, the Bank shall have the absolute discretion to liquidate and appropriate towards loan settlement any of the security offered by the Borrower, in any order as it may deem fit and proper either by way of public auction or private treaty.
- h) The Bank may at any time upon occurrence of any event of default as specified under the Article 10 of this agreement or incase of any breach of the terms of the sanction letter take appropriate action and proceed against the Borrower or the guarantor in any order as it may deem fit and proper.
- i) In the event of enforcement of the security the Bank shall not be liable for any loss or deficiency in the amount realized or be answerable for any decrease in the value of the Asset. Such sale shall be done by the Bank without any accountability to the Borrower and Bank shall not be liable for loss/damage/diminution in value of Asset on account of exercise of rights/non exercise of rights by the Bank and the Borrower shall not been titled to raise any claim against the Bank on the grounds that a larger sum or amount might or ought to have been received or dispute his liability for the remaining dues under this agreement. The Borrower has also executed a Demand Promissory Note in favour of the Bank by way of security for the amount of the Loan and the interest there on which can be forced by the Bank.
- j) The Charge on the Asset shall remain effective and be in force until due payment by the Borrower of all amounts under this Agreement or any other Agreement by the Borrower to the Bank including interest, additional interest, costs, charges and all amounts as may be come due and payable pursuant to the terms here of and until the Bank issues a certificate discharging the security created herein.
- k) The mortgage shall not be affected, impaired or discharged by death, insolvency, arrangement with creditors, physical or mental disability, winding up (voluntary or otherwise) or by any merger or amalgamation, reconstruction, take over of the management, dissolution or nationalization (as the case may be) of the Borrower.
- l) The Borrower agrees and undertakes that notwithstanding the Assets offered as security, guarantee or any other security; they shall always remain personally liable for paymen to fall amounts due to the Bank under this Agreement which may be forced against them,their estate and properties irrespective of any other rights or remedies as may be available to the Bank.
- m) Where the Borrower is a Company ,the Borrower agrees and undertakes that not withstanding the mortgage, the Borrower/owner of the Asset will file Form 8 with the Registrar of Companies for creating charge over the securities including modifications thereof.
- n) The Borrower agrees and undertakes that the Bank shall have a continuing charge on the Schedule mentioned Asset, in the event of Borrower having any obligation under any other Agreements entered with the Bank in his capacity either as borrower, co-borrower or guarantor. Further the Borrower also agrees and undertakes that the Bank shall have continuing charge on such Schedule mentioned Asset on all existing agreements entered into by the Borrower with the Bank.
- o) The Bank shall have the absolute right to decide whether or not they will accept as security for the purpose of any/some/all of the said Facilities any goods, book-debts, movables and other assets offered from time to time to the Bank by the Borrower. The Bank shall be at liberty at their sole discretion at any time without previous notice and without assigning any reason whatsoever to cease to accept the security from the Borrower and/or to cease making advances there against.
- p) The goods, book-debts, movables and other as sets hypothecated and/or pledged shall be valued at the proper rates whether fixed by the Bank or not and the Borrower shall not over value the same. Indigenous raw materials/packing materials/consumable stores/spares shall be valued at current market rates or in voice rates or Government controlled rates whichever are the lowest imported raw material shall be valued at landed cost (i.e. invoice valued plus customs duty but exclusive of sales tax and demurrage) or market price whichever is lower. Semi-finished goods shall be valued at cost plus factory overhead and finished goods shall be valued at cost or market price or Government controlled rates or selling prices whichever are the lowest. The Bank shall be at liberty to have any goods, book-debts, movables and other assets hypothecated and/or pledged as aforesaid valued by an appraiser appointed by the Bank and the Borrower agrees and confirms to give all the required assistance/co-operation to such appraiser for such valuation and the said valuation shall be binding on the Borrower and the fees and expenses of such appraisal shall be borne by the Borrower and may be debited to the Account(s) of the Borrower. The Borrower declares and assures the Bank that the Borrower shall maintain regular turnover in the goods, movables and other assets hypothecated and/or pledged to the Bank and that the goods, movables and other assets shall not be allowed to remain in the possession of the Bank for unduly long periods.
- q) In respect of the said Facilities granted to the Borrower against pledge of goods, movables and other assets all such goods, movables and other assets shall be placed in the possession of the Bank under their control and in such manner that such possession and control may be apparent and in disputable. In pursuance thereof, interalia, the godowns, factories and other places approved by the Bank in this respect where the goods, movables and other assets that are pledged have been stored shall bear the name board soft the Bank indicating that the goods, movable and other assets lying there in are pledged to the said Bank. Where the goods, movables or other assets which are pledged with the Bank are released to the Borrower on trust under a factory, mandi type pledge or on other basis for the limited purpose of acilitating the Borrower to carry on the manufacturing or other activity the Borrower undertakes that the name board soft he said Bank shall be displayed on such factory, mandi or other place where such manufacturing or other activity is carried on indicating that the goods, movables and other assets are pledged to the said Bank. The Borrower further agrees that all sea, rail-and other transport freights, demurrages, customs duties, terminal taxes, cartage, godown rents and all other charges and expenses paid or incurred by the said Bank in obtaining actual physical possession of and inclearing, storing and forwarding the said goods, movables and other assets shall be debitable to the Account(s)of the Borrower and form a part of the aggregate amount secured.
- r) All the machineries of the Borrower hypothecated, pledged or otherwise charged to the Bank shall be treated as movable properties and not as immovable properties and shall bear the name plate soft he Bank indicating that the said machineries are hypothecated, pledged or otherwise charged, as the case may be, to the Bank. The Borrower shall also exhibit conspicuously in the main-hall of the factory a list showing the items of machineries hypothecated, pledged, or otherwise charged to the Bank.
- s) In respect of goods, movables and other assets stored and held in godowns owned or hired by or let to the Borrower, the Borrower shall provide the Bank and their respective agents and nominees with an unimpaired access to the godowns at all times and wherethe godowns are hired by or let to the Borrower, the Borrower shall furnish to the Bank a letter from the landlords/owners consent to continue such unimpaired access to the godowns to the Bank and their respective agents and nominees and also declaring that not with standing any claim for any unpaid rent the landlords/owners acknowledge the prior claim of the Bank on all the goods, movables and other assets stored and held there in and hypothecated, pledged or otherwise charged to the Bank and that the Bank, their respective agents and nominees shall have the right to remove the goods ,movables and other assets so stored and held in the godowns whenever desired by the Bank.
- t) The Borrower shall not compound or release any of the book-debts nor do anything whereby the recovery of the same may be impeded, delayed or prevented without the consent in writing of the Bank first had and obtained.
- u) The Borrower shall make out a good and marketable title to its properties to the satisfaction of the Bank and comply with all such formalities as may be necessary or required for the said purpose.
- r) The Borrower shall maintain such security margin as may be stipulated by the Bank. The Borrower shall at all times maintain a sufficient quantity of the Securities to provide the Asset Cover as may be required by the Bank at their discretion and in the event of any deficiency of such cover forthwith whenever called upon provide to the Bank additional securities to restore such Asset cover to the original level or pay to the Bank the equivalent incash in the event of additional securities not being available.
- v) Where goods, movables and other assets are pledged to the Bank, the Bank may in their own discretion and at the Borrowers specific request and with out detriment to the pledge, release the goods, movables and other assets so pledged to the Bank from their possession to the Borrower on trust under a factory/mandi type pledge or on other basis and/or for any purpose connected with the Borrower's trade ,business or industry and in consideration of the Bank so handing over to the Borrower from time to time any goods, movables and other assets lying at the godowns, factories or other places approved by the Bank under pledge to the Bank, the Borrower shall hold the good s, movables and other assets as trustees and agents for an on behalf of the Bank. The Borrower undertakes that such goods, movable and other assets shall in all respects be treated by the Borrower in the books of the Borrower as belonging to and held on behalf of the Bank.
- w) In respect of goods, book-debts, movables and other assets hypothecated, pledged or otherwise charged to the Bank or which are released to the Borrower on trust under a factory/mandi type pledge or on other basis, the respective agents and nominees of the Bank shall be entitled at all times without notice to the Borrower but at the Borrower's risk and expenses and ifso required as Attorney for and in the name of the Borrower to enter any place where the said goods, books of account, movables and other assets may be and inspect ,value, insure, superintend, dispose of and/or take particulars of all or any part of the said goods, book-debts, movables and other assets and check any statements, accounts, reports and information and do all such acts, deeds and things necessary to preserve and protect the same and the Borrower confirms, affirms and undertakes to give all assistance/co-operation as may be necessary in this regard.
- x) The Borrower undertakes and declares that
- The Borrower shall at any time hand over or redeliver or cause to be handed over or redelivered to the Bank forth with on demand all goods, movables and other assets and documents of title there to and goods, movables and other assets hypothecated, pledged or otherwise charged to the Bank including any policies of insurance pertaining thereto and authorize the Bank or any person or persons authorized by the Bank in writing in that behalf to enter the Borrower's godowns, premises or any other place where such goods, movables and other assets and documents of title thereto are lying, kept or stored and to take possession of the said goods, movables and other assets and documents of title thereto wheresoever's situate at anytime without giving to the Borrower any notice of the intention of the Bank to do so and the Borrower hereby undertakes that all persons in whose custody the said goods movables and other assets are for the time being shall yield up possession thereof accordingly to the Bank.
 - The Borrower shall not deal with the goods, movables and other assets and documents of title thereto or the goods, movables and other assets hypothecated, pledged or otherwise charged to the Bank except under and in accordance with the written instructions of the Bank.
 - The Borrower shall whether or not in possession of the goods, movables and other assets or documents of title thereto are delivered to the Bank repay the outstanding in the said Account(s) within such number of days of its being utilised as may be specified by the Bank from time to time'.
 - The Borrower hereby indemnifies the Bank:
 - against all losses, costs, damages, expenses whatsoever that the Bank may incur or sustain by reason of the Borrower's act, default or omission or of the Borrower's servants or employees or other persons acting on behalf of the Borrower in respect of goods, movables and other assets pledged to the Bank and released to the Borrower on trust;
 - against all losses, costs, damages, expenses or consequences whatsoever that the Bank may incur or sustain as a result of the Bank's complying with the Borrower's instructions to deliver to the Borrower or to the Borrower's clearing agents the documents covering the goods, movables and other assets.
 - whether or not the said documents are in order;
 - notwithstanding any discrepancy between the price/value, quantity and quality of the goods, movables and other assets covered by the documents and price, quantity and quality specified in the contract; and
 - against all consequences, losses and damages that may arise as a result of the Bank's complying with the borrowers 'request to effect advance payments from time to time to the suppliers.
 - whether or not the suppliers consign the goods, movables and other assets;
 - whether or not the documents in respect thereof are received by the Bank; and
 - not withstanding any discrepancy between the quantity or quality of the goods, movables and other assets received from the suppliers and the contracted quantity and quality.

9. ALTERATING AND RE-SCHEDULING OF LOAN:

- The Bank at its sole discretion retains the right with no obligation, to review and renew the facility for such further periods on such terms and conditions as it may deem fit.
- 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 in writing, where upon repayment shall be made by the Borrower as per the said modification and re-scheduling notwithstanding anything stated in the Schedule. The Borrower shall not be entitled to dispute or refuse any revision or re-scheduling of installments as may be done by the Bank in pursuance hereof and shall comply with the requirements of the revision including the furnishing of postdated cheques/ECS mandates as per the revised structure.

10. EVENTS OF DEFAULT:

- Any of the following events shall constitute an "Event of Default":-
- 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;
 - If there is any deterioration, alteration ,decline in value or market price to/of the Primary Asset or the Secondary Asset or any part thereof (whether actual or reasonably anticipated) which causes the Asset in the

judgment of the Bank to become unsatisfactory in value/character;

- iii) If in the opinion of the Bank, the Borrower has held any critical information pertaining to the Assets offered which has an impact or impairment on the valuation of the Asset (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.,
- iv) If the Borrower/owner of the Asset 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
- v) If any attachment, distress, execution or other process against the Borrower/owner of the Asset or the Asset;
- vi. (Incase 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 super annuation, 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;
- vii. Insolvency, windingup, 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 Asset, or if the Borrower/owner of the Asset 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 Asset or filing up of any petition for winding up of the Borrower/owner of the Asset and not being withdrawn within 30 days of being admitted.
- viii. If the borrower is accused of or charged for commission of any offense under the criminal laws or moral turpitude.
- ix. If the Borrower (being a Company) goes into liquidation for the purpose of amalgamation or reconstruction, except with prior written approval of the Bank.
- x. If a receiver is appointed in respect of the whole or any part of the property/assets of the Borrower or if an attachment or distraint has been levied on the assets of the Borrower/guarantor/owner of the Asset.
- xi. If the Borrower ceases or threatens to cease its business.
- xii. If the Borrower fails to submit monthly business report by 3rd of every month.
- xiii. 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 assets or that the Borrower is carrying on business at a loss.
- xiv. 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.
- xv. 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.
- xvi. Any of the PDCs/ Standing Instruction/NACH / ECS delivered or to be delivered by the Borrower to the Bank interms and conditions here of is not honored/en-cashed 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.
- xvii. 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;
- xviii. 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;
- xix. The Borrower is in breach of any other loan/facility/any agreement with any other person;
- xx. 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;
- xxi. On the death/Lunacy or other disability of the Borrower;
- xxii. 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 assets security is to be created to perform any of its obligations under this agreement;
- xxiii. 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 in effective, unlawful or void for any reason;
- xxiv. The Borrower/guarantor commits any default against any other agreement/s with the Bank in which the Borrower/guarantor is either himself a borrower/guarantor;
- xxv. Any defect/infirmary in the guarantee provided by the guarantor/s rendering the guarantee ineffective/inoperative;
- xxvi. The Borrower repudiates this agreement or any other related document or evidences with an intention to repudiate this agreement or any other related documents;
- xxvii. The status of the Borrower/guarantor changes from resident to non-resident;
- xxviii. 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 payment ability of the Borrower;
- xxix. Any untrue, false representation or mis-representation of facts or information provided to the Bank or non observance of the covenants agreed to in this agreement;
- xxx. If the Borrower is charged or convicted by any Court of law or Government authorities for any offence;
- xxxi. If the Borrower changes his Residence or place of business without prior intimation to the Bank;
- xxxii. If the Borrower disputes any of the terms under this or any other agreement entered into with Bank or its affiliates;
- xxxiii. 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 hypothecated assets under law from time to time;
- xxxiv. 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).
- xxxv. If the Borrower fails to keep the Asset constituting the Bank's security fully insured as provided in clause 14 (a) of this agreement.
- xxxvi. 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 any other law or of any suit or legal process intended to be filed/initiated against the Borrower is received by the Borrower.
- xxxvii a) 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.
- b) 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 Asset comprised in the security; and/or
 - to transfer the Asset 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/asset either primary or secondary or both.
- c) 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.
- d) 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 schedule, computed for the period commencing from the date of default to the actual date of remittance.
- e) 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
- f) 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.

11. 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 3rd of every month.
- b) The Bank shall have a right to conduct a monthly 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 here in 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, shall immediately become due and payable irrespective of any agreed maturity, and the Bank shall be entitled to enforce its rights and security provided herein. The Bank may utilise any document executed by the Borrower/any other person in favor of the Bank for the purpose of selling the Asset/enforcing security.
- d) 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 there of. Delivery of such notification by the Bank shall constitute sufficient notice of such cancellation, and there upon the said loan, all interest due and payable there on and all liabilities and other obligations of the Borrower there under to the Bank including interest and other charges shall be come due and payable by the Borrower immediately to the Bank.
- e) 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 alien on all properties or securities of the Borrower in the Bank's possession or custody whether for safe-keeping or otherwise.
- f) 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 assets 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.
- g) Not withstanding 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.
- h) 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.
- i) 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 asset or the assets 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.
- k) The Bank shall be entitled, at the sole risk and cost of the Borrower to engage one or, more person(s) to collect the Borrower's Dues and/or to enforce any security provided by the Borrower and the Bank may (for such

purposes) furnish to such person(s) such information, facts and figures pertaining to the Borrower, the security and/or the property/ies as the Bank deems fit. The Bank may also delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith, or incidental thereto, as the Bank deems fit.

- l) 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 Asset/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.
- m) Upon occurrence of any Event of Default (a) 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/hover that in the event the said amounts so deducted are in sufficient 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.
- n) 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.
- o) 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.

12. 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 towards dues in any order that the Bank deems fit, towards the following:
- Repayment of Principal due and payable under this loan agreement.
 - Interest including Additional Interest, if any, payable in terms of this Loan Agreement.
 - Penal interest, if any, payable in terms of this loan agreement.
 - Interest on costs, charges, expenses and other monies.
 - Premium on Prepayment
 - Costs, Charges, expenses and other monies
- 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 or in the name of his/their partners, relatives, nominees or representatives, either as borrower/or as co-borrower/hirer/lessee/guarantor, then:
- 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, whether during its tenure or there after as the Bank deems fit even if the Borrower, his/their partners, nominees or representative issues any specific instructions to the contrary.
 - The Bank shall be at liberty to take possession/to/repossess/sell the Asset mentioned in the First Schedule 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 agreements.
 - 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 repossess 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.
 - The Bank shall be entitled to extend the charge created under this agreement to any other agreement of the borrower, co-borrower and/or guarantor, 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,
 - 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.
 - 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 instalment as per the repayment schedule and the Borrower shall not be entitled to claim interest for such instalments remitted in advance by him/her/it.

13. REPRESENTATION AND WARRANTIES AND COVENANTS OF THE BORROWER:

The Borrower hereby represents warrants and covenants as under:

- That the Borrower (i) is a major and is of sound mind (whereas the Borrower is an individual); (ii) is a body corporate duly constituted and incorporated under the Companies Act, 1956 or any other body corporate (where the Borrower is a company); (iii) is a partnership firm with in the meaning of the [Indian] Partnership Act, 1932 comprising the persons mentioned in the Schedule as partner/s (whereas the Borrower is a partnership firm); and is competent to contract and enter into and has adequate legal capacity to enter into and execute this Agreement and perform his/her/its obligations under this Agreement.
- The person(s) executing this Agreement and all documents on behalf of the Borrower is/are entitled to do so and has/have been duly authorized to sign this Agreement and all documents and writings. The execution of this agreement is not in conflict with any law/ constitutional documents, if any or with any other document which is binding on the Borrower. The Borrower is not restricted or prevented in any manner under any law, statute, judgment, decree, ruling, contract or otherwise from executing and undertaking the obligations in the manner provided in this Agreement. Upon execution, this Agreement shall be a valid and legally binding commitment of the Borrower enforceable against him in terms of this Agreement. The Borrower has obtained all the consents for execution and performance of this agreement and done all that is necessary to give full force and effect to all authorizations, approvals, consents, licenses and permissions required in relation to this Agreement, collateral documents and the Mortgaged Property.
- The Loan will be utilized for the purpose as stated by the Borrower in the Schedule hereunder written and not for any speculative/anti-social/illegal purpose.
- The Borrowing is within the borrowing limits prescribed and approved and that absence or infirmity of borrowing powers on the part of the person representing the Borrower or any irregularity in the exercise thereof shall not affect the rights of the Bank against the Borrower under this agreement notwithstanding such absence, infirmity or irregularity.
- That the Mortgaged property is held by the Borrower and/or by the owner of the Asset as absolute owners/s thereof and not in any capacity as trustees or guardian or in any other fiduciary capacity and that the Asset is free from all encumbrances and defects in title and further represent and warrant with respect to the Asset that:
 - The Borrower/s/owner of the Assets is/are, seized and possesses do for otherwise well and sufficiently entitled to the lands and other immovable properties more particularly described in Schedule hereunder written together with all buildings and structures thereon;
 - The Asset will be mortgaged exclusively by way of mortgage by deposit of title deeds in favour of the Bank including a charge over the built up area for which no permission is required being built up lands:
 - The provisions of the Urban Land (Ceiling & Regulation) Act, 1976 are not applicable to the Schedule mentioned property/ies. (OR)
 - The Borrower/owner of the Asset have applied for permission/has obtained permission under the Urban Land (Ceiling & Regulation) Act, 1976 for retaining the lands in excess of the limits specified therein.
 - The Asset is free from all encumbrances or charges (statutory or otherwise), claims and demands and that the same or any of them or any part thereof are/is not subject to any lien/lispendens, attachment or any other process issued by any Court Authority and that the Borrower/owner of the Asset/s has/have not created any trust in respect thereof and that the said Property/ies are in the exclusive uninterrupted and undisturbed possession and enjoyment of the Borrower/owner of the Asset/s since the date of purchase/acquisition/lease there of and no adverse claim has been made against the Borrower/owner of the Asset/s in respect of the said Asset or any of them or any part thereof and the same are not affected by any notices of acquisition or requisition, and that no proceedings are pending or initiated against the Borrower/owner of the Asset/s under the Income Tax Act, 1961 or under any other law in force in India for the time being and that there are no pending attachment whatsoever issued or initiated against the Asset or any of the morany part thereof.
 - The Borrower/owner of the asset has/have clear and marketable title to the said Property/ies neither has he done nor he is aware of any act, deed, matter or thing or circumstance, which prevents the Borrower/owner of the Asset/s from creating security by way of mortgage and charge over the Asset in favour of the Bank and if required the Borrower/owner of the Asset will at all times, and as and when called upon to do so by the Bank, make out a clear and marketable title to the Asset to the satisfaction of the Bank.
 - The Borrower has/have duly paid all rents, royalties and all public demands, including provident fund dues, gratuity dues, employees state insurance dues, income tax, sales tax, Corporation tax and all other taxes and revenue payable to, the Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such dues, rents, royalties, taxes and Statutory dues revenues due and outstanding and that no attachments or warrants have been served on the Borrower/owner of the Asset in respect of any tax dues and other Government revenue.
 - The Borrower/owner of the Asset has/have obtained the requisite consent from the Income Tax Authorities pursuant to the provisions contained in Section 281(i)(ii) of the Income Tax Act, 1961 for alienation of the Asset in favour of the Bank.
 - The Asset is not covered under any kind of a non-disposal order taking in any of the agreements entered into by the Borrower/owner or their respective promoters and that the Borrower/owner do not need any prior approval for creating a Mortgage in favour of the Bank.
- The Borrower/owner of the Asset shall not create, sell, create any encumbrance, transfer, create charge, assign, mortgage, pledge, hypothecate, let on hire or surrender or howsoever part with the possession of the Asset or deal with the security or any part thereof.
- The Asset is not included in or affected by any of the schemes of Central Government State Government or of any improvement Trust or any other public body or local authority or by any alignment, widening or construction of road under any scheme of the central/state government or of any corporation or local authorities.
- That there is no action, suit or proceedings (civil or criminal) against the Borrower and/or the Asset, pending before any Court of Law, tribunal, any quasi-judicial body or arbitration, which might affect the Borrowers ability to perform his/her/its obligations hereunder. Further the Borrower will promptly notify the Bank of any litigation, arbitration, administrative or other proceedings initiated against the Borrower/owner of the Asset/Asset.
- The Borrower assures that the Bank shall be under no liability towards any claim regarding the Borrower's rights or position with respect to any law relating to taxation or any other matter.
- The Asset shall be maintained in good order and condition and all necessary repairs, additions and improvements there to will be made during the currency of the Loan and the Borrower/owner shall not allow to suffer any attachment or distress to be effected over the Asset or any part thereof or allow anything that may prejudice or endanger the security herein
- The Borrower/owner shall not use the Asset for any improper or illegal or unlawful activities or adapt or alter the Asset for any act, which is improper or illegal or unlawful.
- The Borrower shall duly and punctually comply with all the terms and conditions of applicable laws, regulations, bye laws of Association binding on them and their business or on the Asset and pay such charges for the up keep of the security as also other dues, etc., as may be payable in respect of the security and/or use thereof.
- The Borrower has paid and shall continue to pay all taxes, outgoing, public demands and statutory dues payable to any Government, local body or authority and has not received any demand, claim or notice from any person or authority and shall produce the receipts for making the payments when demanded by the Bank. Further, the monthly instalments shall automatically stand increased by any rates, charges, imposts, levies and/or monies whatsoever that are or may be levied on the instalments by the Government or the transaction hereunder or which are or may become payable by the Bank by virtue of entering into this agreement.
- That the Borrower shall do such acts, deeds, assurances, matters and things and execute all such forms, letters and other writings for effectively mortgaging the Asset in favour of the Bank and for ensuring that the said Mortgage is duly registered in favour of the Bank at all times until repayment of the loan in full together with all charges to the satisfaction of the Bank,
- That the information and documents furnished for availing of the Loan are true, accurate, in material respects complete and correct and is not misleading and does not omit any material fact, which would make any factor statement there in misleading,

- p. No Event of default(as herein defined) has occurred and the Borrower shall promptly in form the Bank,if any Event of default has occurred or is likely to occur,
- q. That the Borrower is an Ordinary Resident Indian Citizen and will continue to remain so during the tenure of this facility, The Borrower shall not leave India for employment or business or for long term stay abroad without fully repaying the Loan then outstanding together with interest and other dues and charges including prepayment charges as per the rules in force at that point in time.
- r. The Borrower has not defaulted in payment of any sum to any person and is/are not in breach of any agreement with any person(whether in their personal capacity or through other persons in their control) who has provided any loan, deposit, advance, guarantee or other financial facility to the Borrower at the Borrower's instance, Prior to the execution of this agreement, the Borrower has disclosed details in relation to all the said facilities, if any,
- s. The Borrower's dues shall not be affected, impaired or discharged by winding up/insolvency / death / dissolution / merger or amalgamation/ reconstruction or otherwise of the Borrower or take over of the management or nationalization of the undertaking of the Borrower as the case may be. No director/ partner /member, as the case may be,of the Borrower has been declared as a willful defaulter, The Borrower shall not induct a person who is a director/partner/member of an entity identified as willful defaulter.In the event such a person is found to be a director/partner/member of an entity identified as willful defaulter, the Borrower shall take expeditious and effective steps for removal of such person
- t. That the Bank has a right of Lien on all related account sof the Borrower including such other accounts that may be entered into later/found to be related to the Borrower/later (Related accounts in this regard shall mean and include all accounts where the Borrower is a guarantor,or any of their/his/her relatives as defined in the Companies Act 1956 or any of their partners is a borrower,guarantor under any financial facility availed from the Bank),
- u. That all Statement of accounts sent by the Bank or by any other authorized representative of the Bank are acceptable by to Borrower and shall be conclusive proof of the correctness of any sum claimed to be due from the Borrower.
- v. That any notice or correspondence shall be addressed at the address given by the Borrower and the same would be deemed to have been served on the addressee within 3days from the date of its dispatch and that in the event of any change in the address of the Borrower, they shall forthwith intimate the same to the Bank failing which service of a notice or correspondence to the address last given by them shall be deemed to be service on them,
- w. The Borrower shall not been titled to call upon the Bank to refrain from or delay presenting any cheque and/or any instruction for payment to the bank on account of "Stop Payment" instructions or for any reason whatsoever and if the Borrower does so,the Bank shall nevertheless been titled to present the cheque(s) and/or carry out any instructions given to the Bank for payment.
- x. The Borrower agrees not to create, assume or incur any further indebtedness of a long term nature whether for borrowed money or otherwise, except with the prior written consent of the Bank and obtain the prior written permission of the Bank before borrowing any amount from other banks, financial institutions,
- y. That at all times Borrower shall maintain sufficient funds in his/her/its bank account to ensure that the Installments and other monies in respect of the Loan are received/realized by the Bank.
- z. To the extent applicable, the availing of the Facility and exercise of rights and performance of obligations under the Agreement shall constitute, private and commercial acts done and performed for private and commercial purposes,
- aa) The Borrower is not, and shall not be entitled to, and shall not claim immunity for itself or the Property/ies from suit, execution, attachment or other legalprocess in any proceedings in relation to the Standard Terms and the other Transaction Documents.
- bb) The Borrower shall allow the Representatives and/or Nominees of the Bank to visit and inspect from time to time the project for which the Loan is sought or the Borrower's premises, factories and other property/ assets, books of accounts and all other relevant accounts,documents and records.The costs and expenses of such visits and/or inspections shall be paid and borne by the Borrower.
- cc) The Borrower shall comply with and be bound by the Bank's credit norms as may be prescribed by the Bank from time to time.
- dd) The Borrower shall be liable to pay to the Bank any expenses incurred by it in collecting or attempting to collect the payments due to the Bank, including the expenses of postage, telegrams, telex, Registered Posts, Telephone Calls,Legal Proceedings and additional expenses of the representatives deputed for making collections, etc.
- ee) The Borrower's confirmation on governing Law as provided in the Agreement is legal,valid and binding on the Borrower.
- ff) The determination of the Loan amount,rate of interest and variation to rate of interest shall be at the sole discretion and the Borrower will not dispute the same.
- gg) To promptly notify the Bank in the event of the Borrower receiving a notice of application/petition being filed or intended to be filed for the insolvency/winding up of the Borrower; or if a notice of any other legal proceedings to be filed or intended to be filed or initiated against the Borrower is received by the Borrower; or if a custodian or Receiver is appointed of any of the Borrower's properties, business or undertaking; or if any part of the Borrower's properties, business or undertakings is/are attached.
- hh) The photocopy/true copies of various documents (including proof of employment, self-employment, ration card, passport) submitted by the Borrower to the Bank are genuine and only documents pertaining to the Asset; any such copy in Bank's possession shall be treated to have been given only by the Borrower.
- ii) That the Borrower shall execute an irrevocable Power of Attorney/ensure the owner of the Asset executes the same in favour of the Bank authorizing the Bank to do all such acts as may be considered necessary and which shall not be revoked by the death/dissolution/winding up of the Borrower/owner and the Bank may not withstanding the death/dissolution/winding up of the Borrower/owner of the Asset sell the Mortgaged property pursuant to the said Power of Attorney.
- jj) The Borrower shall not stand surety for anybody or guarantee the repayment/payment of any facility.
- kk) The Borrower shall furnish to the Bank all such information, statements, particulars, estimates and reports etc., as the Bank, may require from time to time as to the compliance with the terms of the Loan and shall also submit to the Bank, inform and details at is factory to the Bank, an audited quarterly income statements of the Borrower within 30 days of the close of each quarter and copies of audited financial statements including balance-sheet and profit and loss account (in detail and not in a bridged form) within 120 (one hundred and twenty) days after the close of each financial year;
- ll) The Borrower shall not make any amendments in the Borrower's Memorandum and Articles of Association or other constitutional documents and Clauses without the prior written consent of the Bank;
- mm) The Borrower shall not effect any material change in the management of the business of the Borrower, without the prior written consent of the Bank;
- nn) The Borrower shall not permit any change in the ownership or control of the Borrower whereby the effective beneficial ownership or control of the Borrower shall change,without the prior written consent of the Bank;
- oo) The Borrower shall not declare any dividend if any installment towards principal or interest remains unpaid on its due date.
- pp) The Borrower shall reimburse and pay to the Bank all costs, charges and expenses, (including legal costs between counsels and client) stamp duty and for investigation of the title of the property offered as security and for the preparation, execution, preservation, performance, enforcement and realization of the loan, security documents and other instruments creating and/or evidencing the creation of the security for the Bank and also any other instruments required inconnection with the loan.
- qq) The Borrower further covenants as under:
applicable in case the Borrower being a Partnership Firm)
The Borrower agrees that nochange whatsoever shall be effected in the constitution of the partnership firm during the continuance/validity of the Agreement that shall impair or discharge the liability of anyone or all of the partners. In the event of death or retirement of any partner the Bank shall at its discretion deal with the surviving and/or continuing partner/s without affecting its rights as against the retiring Partner or the heirs and legal representatives of the deceased partner,as the Bank shall think fit and proper, and the retiring partner and for the heirs, executors, administrators, legal representatives of the deceased partner shall have no claim as against the Bank in respect of such dealing. The partners who have signed the Agreement confirm that: (i) they are the only partners of the firm named in the Schedule to the Agreement; (ii) the partnership firm is duly registered under the Indian Partnership Act, 1932. (iii) they shall advice the Bank in writing of any changes which may take place in the partnership; (iv) they will not dissolve/reconstitute the partnership firm without the prior written approval of the Bank; (v) all the partners are jointly and severally liable to the Bank for performance of all obligations under the Agreement. (applicable in case of HUF) Kartha has to sign the agreement on behalf of HUF.
- The Bank shall at all times be informed of any changes in the constitution of the HUF by furnishing necessary documents and writings.The Borrower agrees that nochange whatsoever in the constitution of the HUF(named Schedule to the Facility Agreement) during the continuance/validity of the Documents shall take place or discharge the liability of anyone or all of the adult members/coparceners of the HUF and the continued liability shall be on the HUF, its estate, effects and successors. The Agreement and the Documents shall be enforce able against the Karta or any succeeding Karta of the HUF or against all the adult coparceners / members of the HUF Karta, acting for HUF and in his personal capacity, and the other adult members/coparceners of the HUF present, warrant and confirm to the Bank that:
- i) They are members/coparceners of the HUF;
- ii) The signatories of the Agreement are the only adult members of the HUF at present;
- iii) The business carried on under the name and style given in the Schedule to the Agreement is their joint family trade which is binding on the minor members if any being ancestral trade/business, the Agreement has been entered into for and on behalf of the HUF and the transactions contemplated in the Agreement are a part of the HUF business/trade referred to above;
- iv) The HUF business/trade mentioned above is being conducted and managed by the adult members/ coparceners of the HUF and all of them have been jointly and individually empowered to perform the terms of the Documents, against security or otherwise, and execute all necessary instruments, deeds, documents and writings and do all such acts,things and deeds as are necessary or incidental to the performance of the terms of the Transaction Documents and also execute, draw, endorse negotiate and sell cheques, bills, pro-notes, bills of exchange and other negotiable instruments on behalf of the HUF Karta, acting for the HUF and in his personal capacity, and the other adult coparceners/members of the HUF hereby indemnify and keep the Bank indemnified against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur,suffer,pay or sustain consequence of or by reason of or arising out of the transactions contemplated in the Agreement and Documents,themselves personally liable, jointly and severally, in respect of all transactions entered into with the Bank obligations incurred under the Agreement. (Applicable in case of the Borrower being an a Proprietorship) The proprietor hereby represents warrants confirms and undertakes that he/she is the sole proprietor/proprietrix of the firm named in the Schedule to the Agreement,he/she is solely responsible for the liabilities of the afore said firm and will be liable personally for performance of all obligations under the Agreement and Document
- rr) The Borrower shall Promptly in form the Bank in writing of any loss or damage/deterioration has taken place to the value of the Asset and pursue necessary measures against such claim son the Asset by any third party; provided, any such loss or damage shall not relieve the Borrower of liability irrespective of whether or not the claim is admitted by the insurer,
- ss) The Bank is not obliged to return any documents which have been handed over to it for any purpose whatsoever until and unless the Loan and all amounts due to the Bank have been paid off in full to its satisfaction.
- tt) All representations and warranties of the Borrower in this Agreement shall be deemed to be repeated by the Borrower on everyday from the date of this Agreement until the said dues are paid to the Bank in full; and the Borrower will forthwith inform the Bank in the event of any representation or warranty being or becoming untrue or incorrect on any day or at any time.
- uu) The Borrower confirms that he/his family members/close relatives are not a politically exposed person as defined by the KYC guidelines of RBI. The Borrower further undertakes to intimate the Bank immediately upon any change in the above status.
- vv) The borrower confirms that no person is holding a position of Director on its Board or in any responsible position who has been declared as willful defaulter. In an event of any person associated with the borrower in any capacity whatsoever declared as willful defaulter, the borrower shall ensure that he/she is no longer associated with it and shall provide confirmation on the same to lender with proof. In an event if the borrower is failing, the same shall be construed as an event of default. The lender shall be entitled with the borrower in such manner as opened to if under law including resorted to termination of letter/facility.
- 14. INSURANCE:**
- a) The Borrower shall at all times during the currency of the Loan, at his/her/its own cost, keep the said Asset constituting the Bank's security fully and comprehensively insured against such risks and for such amounts and for such period and in such forms as the Bank may require, in the name of the Bank or with the Bank being marked as a loss payee or the policy being assigned to the Bank or the interest of the Bank being recognized on such policy in such manner as may be required by the Bank, with such insurance company or companies of repute to be approved by the Bank in writing and shall deposit the insurance policies and all cover notes premium receipts etc. with the Bank. The Borrower agrees that in addition to the aforesaid insurance it shall arrange for insurance cover in respect of standing charges and loss or profit in business in the event of any stop page of production for any reason whatsoever. The Borrower shall make punctual payment of all premium and shall not do or suffer to be done any act which may invalidate such insurances

and will on receipt of any moneys under the said policies, pay the same to the Bank which shall, at the option of the Bank, be applied either in reinstating or replacing the security or in repayment of the said Dues. If the Borrower fails to insure or keep insured all/any of the said property/assets as aforesaid, then the Bank shall without prejudice to or affecting its rights hereunder, be at liberty (but not bound) to insure and keep the same insured and the Borrower shall on demand repay to the Bank all amounts spent or incurred by the Bank in doing so, with interest as applicable for the Loan as aforesaid.

- b) The Borrower shall so long as any portion of the Dues is outstanding/payable to the Bank, fully insure, and keep the Property/ies so insured, at his/her/its/their own costs in the joint names of the Borrower and the Bank, with the name of the Bank recorded as the Loss Payee' in such insurance policy/ies. Such insurance required to be taken by the Borrower for the Property(ies) shall be standard comprehensive package policies covering
- (i) all comprehensive risks including but not limited to riots, civil commotion, floods and such additional risks/liability to which the Property(ies)is/are normally exposed
- (ii) unlimited third party liability risks. The Borrower shall forth with upon taking/renewing any such insurance policies furnish true copies of such insurance policy/ies to the Bank to confirm having complied with this obligation.
- c) In the event of any failure by the Borrower to obtain such insurance policies and/or to furnish proof of the same to the Bank the same will constitute an event of default and the Bank can take the policy. If the Bank pays the insurance premium, or any other monies, for/towards the insurance of the Property(ies), the Borrower shall reimburse all such sums paid by the Bank, in the event of any loss or damage to the Property/ies for any reason whatsoever, the first claim on any, insurance proceeds shall be that of the Bank, which proceeds shall be applied by the Bank towards the loan dues interms here of or in such other manner as deemed fit by the Bank. Further, and in the event of any total loss/damage to the Property/ies, if the claim amount settled by the insurance Bank is less than the total Borrower's Dues outstanding and payable by the Borrower, the Borrower shall immediately pay all the balance outstanding amounts of the Borrower's Dues to the Bank.
- d) The Bank is irrevocably authorized and entitled at its sole discretion to act on the Borrower's behalf, at the Borrower's sole risk and cost, and to take all necessary steps, actions and proceedings as the Bank deems fit to safeguard its interests: (i) to adjust, settle, compromise or refer to arbitration any dispute arising under or in connection with any insurance and such adjustment, settlement, compromise, and any award made on such Arbitration shall be valid and binding on the Borrower, and (ii) to receive all monies payable under any such insurance or under any claim made there under and to give a valid receipt there for and apply such proceed in accordance with the terms here of or such other manner as deemed fit by the Bank.
- e) The Borrower shall not be entitled to raise any claim against the Bank in case the Bank chooses not to take any action in relation to the insurance claims or proceedings and/or on the grounds that a larger sum or amount of claims/settlement might or ought to have been received or be entitled to dispute the liability of the Borrower for the balance amount of Borrower Dues remaining due after such adjustment.
- f) In case the Asset provided as security by a person other than the Borrower either in the capacity of a guarantor or otherwise, the Borrower shall ensure that the above clauses are duly met with.

15. USE OF THE ASSET

- a) The Borrowers shall ensure to use the mortgaged asset 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 undertake to keep the asset 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 undertake 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 Borrowers 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.

16. PRECLOSURE:

- a) The Bank at its sole discretion and on such terms as to pre-payment that it may prescribe, permit acceleration of installments or prepayment at the request of the Borrower.
- b) The Borrower may prepay the entire outstanding loan by giving to the Bank not less than 15 days notice in writing of the Borrower's intention to prepay and by paying to the Bank in full the outstanding principal amount of the Loan, overdue installments, interest, additional interest, charges and all other monies due and payable by the Borrower under the agreement to the Bank. Prepayment can not be made until six months after the loan disbursement. Prepayment shall be at a fee as prescribed in the schedule of this agreement or at such rates as decided by the Bank would be applicable.
- c) The Foreclosure amount mentioned in the statement will be 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 it shall become payable alongwith cheque dishonour charges, additional interest and other charges as applicable, on identification, even if it be after issuance of NOC.
- d) It is further agreed that the Borrower shall not have the right to call upon the Bank to return the Mortgaged Property without discharging their liability to the Bank when there is appreciation in the value of such mortgaged property over and above the value for which they are valued due to market conditions.

17. LIABILITIES OF GUARANTOR:

- a) The guarantor hereby guarantees to the bank that in the event of the Borrowers failing to pay the installments on the due dates for their payment or discharge of any of his liabilities under this agreement, the guarantor 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 of liability under this agreement.
- b) The guarantor's liability hereunder shall be co-extensive with that of the Borrowers for all amounts remaining outstanding inclusive of installments, interest, additional interest, charges, fee, costs and any other dues whatsoever payable by the Borrowers to the bank under this agreement.
- c) The guarantor 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 Borrowers 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 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 shall remain in full force and effect notwithstanding any arrangement which may be reached between the bank and other guarantor, if any, or notwithstanding the release of that other's liability, the bank shall be at liberty to require the performance by the guarantor of his obligations hereunder to the same extent in all respects as if the guarantor had at all times been solely liable to perform the said obligations.
- e) The guarantor hereby agrees that without his consent/concurrence, the Borrowers 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 of the security documents, executed by the Borrowers 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 Borrowers to the bank on such terms and conditions as may be considered necessary by the bank including any with or release all or any of the security/securities furnished or required to furnish by the Borrowers to the bank to secure the loan and all or any such variation, modification etc., between the guarantor and the bank shall be binding on the guarantor as if the same has been done with his/her consent.
- f) The bank shall have full liberty to exercise, without notice to the guarantor 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 Borrowers 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 Borrowers and the guarantor shall not be released by the bank of its liability 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 guarantors and the guarantors 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 guarantors 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 surety ship and other rights which the guarantor might otherwise be entitled to enforce.
- g) The guarantee shall be enforceable against the guarantor notwithstanding that any security or securities for the payment of the loan shall at the time when the proceedings are taken against the guarantor on this guarantee, be outstanding or unrealised or lost.
- h) The guarantor agrees that copy of the statement of accounts of the bank duly certified shall be binding on the guarantor 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 Borrowers being presented, passed or made or by any change in the constitution of the bank or the Borrowers.
- j) The guarantor hereby agrees and declares that the Borrowers 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 full force and effect and bind the guarantor.
- k) The guarantor agrees that the bank shall have the right to release the security and/or asset and the guarantors obligations under this agreement shall not be discharged thereby.
- l) The guarantor hereby agrees that it shall not be necessary for the bank to exhaust its right or take any action against the Borrower before requiring the guarantor to make payment under this agreement.
- m) The guarantor 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 Borrowers 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 Borrowers repays in full the loan together with all interests, late payment 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 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 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 Borrowers and shall be valid and binding on the guarantor and the 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 Borrowers. This guarantee shall be binding upon the guarantor's heirs, executors and administrators.

18. CONTINUING GUARANTEE:

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

19. DELAYED PAYMENT CHARGES:

Without prejudice to the Bank's rights of termination, sale of the Asset and any other rights vested under this Agreement, in the event of default/in the event the facility is withdrawn/recalled by the Bank, delay in payment of the installments or any other dues payable on the due date by the Borrower, they shall be liable to pay interest at the rate mentioned in Schedule here of 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/SECURITIZATION:

- a) This agreement is personal to the Borrower. The Borrower shall not be entitled to directly or indirectly assign the benefit or obligation of this Agreement without the prior written permission of the Bank.
- b) The Bank shall be absolutely entitled to and shall have fullpower and authority to grant, securitize, sell, assign or transfer any or all of its rights, benefits, obligations, duties and liabilities under this Agreement including the right to receive the installments and Loan Balance by way of sale, transfer, securitization assignment charge of a security or otherwise to any person or entity without notice to Borrower and any such sale, assignment or transfer shall conclusively bind the Borrower and the Borrower shall perform his obligations under this Agreement to such Assignee. The Borrower 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 to retain its power here under to proceed against the Borrower 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.
- c) The Borrower hereby authorizes the Bank to engage one or more person(s) to verify any facts or information furnished by, concerning or pertaining to the Borrower and/or to collect the Borrower's outstanding and/or to enforce any security and may furnish to such person(s) such documents, information, facts and figures as the Bank thinks fit and the expense in this regard shall be borne by the Borrower.
- d) The Borrower undertakes to execute such necessary papers that may be required to effect such transfer, sale or assignment by the Bank.

21. LIEN AND SET-OFF:

- a) The Bank shall have a lien and right of set-off on all moneys belonging to the Borrower standing to its credit in any account whatsoever with the Bank. 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 or his relatives as defined under the Companies Act, 1956 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.
- 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 or under any law.

c) There shall be no set-off or counter claim by the Borrower and that all payments made by the Borrower under this Agreement must be made without set-off or counterclaim.

22. INDEMNITY:

The Borrower shall indemnify and keep indemnified the Bank against all actions, suits, proceedings and all costs, charges, expenses, losses or damages which may be incurred or suffered by the Bank by reason of any false or mis-representation or misleading information given by the Borrower to the Bank here under or any breach/default contravention/non-observance/non-performance by the Borrower of any terms, conditions, agreements and provisions hereunder. The Bank shall be entitled to include any amount payable by the Borrower under this clause in the said dues being the subject matter of this Agreement.

23. NOTICE:

Any notice pursuant here to shall be deemed to be duly given and served if sent by Registered Post/Courier/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. COSTS AND EXPENSES:

All costs (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 or attempted realization of any security shall be borne and paid by the Borrower. The Borrower 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 collection. The Borrower shall reimburse all sums paid or expenses incurred by the Bank within 2 days from the date of notice of demand from the Bank. The said sums shall carry interest from date of payment till date of reimbursement at the same rate stipulated for default

25. 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 shall not impair any such right, power or remedy and shall not be construed to be waiver there of or any acquiescence in any default, nor shall the action or in action 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.

26. ENFORCE ABILITY:

If 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.

27. CREDIT INFORMATION:

a) The Borrower hereby agrees and gives consent for the disclosure by the Bank of all or any such Information and data relating to the Borrower; (ii) The information or data relating to any credit facility availed of / to be availed, by the Borrower and (iii) Default, if any, committed by the Borrower, in discharge of my/our such obligation, as the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Limited and any other agency authorized in this behalf by RBI

b) The Borrower further undertakes that

- i. The Credit information Bureau(India) Limited and any other agency so authorized may use, process the said information and data discovered by the Bank in the manner as deemed fit by them; and
- ii. the Credit Information Bureau(India) Limited 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 specified by Reserve Bank of India in this behalf.
- iii. The Borrower further agrees and gives consent for disclosure by the Bank all or any of the information of the Borrower to group companies, subsidiaries or any other person as the Company may deem fit.

28. RIGHT TO PUBLISH DEFAULTER INFORMATION

The Borrower does hereby unconditionally and irrevocably agree as a condition of such loans extended to the Borrower by the Bank that in case the Borrower commits default in the repayment of such loans or in the payment of interest thereon or any one of the agreed instalments of the loans on due date, the Bank and / or Reserve Bank of India will have an unqualified right to disclose or publish, with or without photographs, the Borrower's name or the name of its company / firm / unit and /or its directors / partners / proprietor as defaulter/s, in such manner and through such medium/media as the Bank or Reserve Bank of India in its absolute discretion may think fit.

29. MISCELLANEOUS:

a) The Bank reserves the right to alter, amend or revise any of the terms and conditions (including the interest rate, additional interest rate, and the rates as applicable for prepayment and any other charges levied under this agreement) and may notify the Borrower of any changes to the terms and conditions in any manner it considers appropriate.

b) Any Change in address of the Borrower or change in employment/business or profession or change in directors / members etc., shall be intimated to the Bank in writing in advance.

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

d) If there are two or more Borrower's, the Borrower's liabilities under this agreement shall be joint and several.

e) All Schedules and annexure shall be part of this Agreement.

f) In all correspondence, the Agreement number should be quoted by the Borrower.

g) All remedies of the Bank under this Agreement whether provided herein or conferred by statute, civil law, common law, customs, trade, or usage are cumulative and not alternative or mutually exclusive and may be enforced successively or concurrently.

h) 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 neutral gender.
- iii. The pronouns "he", "she", "it", "their" etc., or its cognate variations are used as interchangeable and should be interpreted in accordance with the context.
- iv. Words denoting a person shall include an individual, corporation, company, partnership firm, trust or any other entity.
- v. Encumbrance includes pledge, lien, hypothecation or security interest of any and every description and also negative lien, non disposal undertakings, if any provided by Borrower.
- vi. Headings are for reference only.

i. No change in the constitution of the Borrower 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.

j. Reference to

- an agreement/document/undertaking/deed/instrument writing includes all amendments made thereto from time to time as also to the schedules, annexures and appendices there to;
- "assets" include the Asset and all other properties whatsoever, both present and future (whether tangible, intangible or otherwise), investments, cashflows, revenues, rights,
- benefits interests and title of every description;
- An authorization includes an authorization, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;
- Encumbrance includes mortgage, charge, lien, pledge, hypothecation, security interest or any lien of any description whatsoever.

30. ARBITRATION, DEBT RECOVERY TRIBUNAL, SARFAESI, GOVERNING LAW AND JURISDICTION:

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

B. ARBITRATION :

1. 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) NaniPalkhivala Arbitration Centre, currently having its office at New No.22, Karpagamal Nagar, Mylapore, Chennai 600 004.

(or)

b) Madras Chamber of Commerce and Industry, currently having its office at Karumuttu Centre, I Floor, North Wing, Nandanam, Chennai – 600 0035.

(or)

c) 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)

d) Madras Arbitration Solutions (MAS), currently having its office at Vignesh Apartment, 23/9, Jothiramingam Street, West Mambalam, Chennai -600 033.

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.

2. 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.

3. 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.

4. 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.

5. 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.

6. The Parties herein agree that the venue and seat of the arbitration proceeding shall be at Chennai.

7. The language of arbitral proceedings shall be English.

8. 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.

9. 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.

10. Parties also consent to the following:

- a) to send a copy of the awards passed by him/her and duly certified by him/her through post/courier or 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.
- 11. 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.
- 12. 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.
- 13. The mail/e-mail and/or any other electronic mode of address provided by the Borrower(s)/ Co-Borrower(s)/Guarantor to the lender under the loan agreement or any other executed by Borrower(s)/ Co-Borrower(s) and/or Guarantor 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.
- 14. All communications shall be deemed to be considered as received by the Lender/ Borrower(s)/ Co-Borrower(s) and/or Guarantor 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)/ Co-Borrower(s)/Guarantor 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.
- 15. It shall be the responsibility of the Lender/ Borrower(s)/ Co-Borrower(s)/Guarantor 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.
- 16. 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.
- 17. The parties to the agreement agree to submit to the exclusive jurisdiction of courts in Chennai.
- 18. 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 between/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.
- 19. Without prejudice to the rights of the Lender under Article 30 (a) and (b) above, the Bank shall have the right to invoke the provisions of THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 and its statutory amendments thereof over the asset/s hypothecated and/or mortgaged to it under this agreement.
- 20. Notwithstanding the initiation and pendency of the arbitration proceeding, the Bank shall have the right to enforce its right against the mortgaged security by invoking the provisions of SARFAESI.

In case of an individual

(Borrower Name and sing)

(Co-borrower Name and sing)

(Co-borrower Name and sing)

(Co - Borrower Name and sing)

(Co-borrower/Guarantor name and sign)

(Co-borrower/Guarantor 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 a Company

IN WITNESS WHEREOF the said common seal of the company has been hereunto affixed at the place and date first herein above mentioned at _____ (Place)

The common seal of _____ Ltd has been affixed hereunto pursuant to the Resolution of the board of directors dated _____ 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.
- 2.

* Strike out whichever not applicable.

SCHEDULE

DETAILS OF LOAN FACILITY/FACILITIES

1. Type of Facility :

Co - Borrower - 4

2. Amount :

Co - Borrower - 3

3. Period :

Co - Borrower - 2

4. Rate of Interest :

Co - Borrower - 1

5. Additional / Penal Interest rate : 36% per annum for the delayed days from EMI bounced date till the date of payment.

Co - Borrower

Borrower

SCHEDULE

REPAYMENT SCHEDULE

Co - Borrower - 4

Co - Borrower - 3

Co - Borrower - 2

Co - Borrower - 1

Co - Borrower

Borrower

*The Repayment Schedule mentioned above is subject to change in the case of floating rate of interest

SCHEDULE

Description of the Asset Primary Asset

Secondary asset

List of Title Deeds / documents Deposited by the Mortgage or with the Bank

For EQUITAS SMALL FINANCE BANK LTD.,

Authorised Signatory

Co - Borrower - 4

Co - Borrower - 3

Co - Borrower - 2

Co - Borrower - 1

Co - Borrower

Borrower

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.)

Guarantor

Co-Borrower

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.

Borrower

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

DEMAND PROMISSORY NOTE

Place.....

Date.....

On demand, we jointly and severally promise to pay M/s. Equitas Small Finance Bank Limited or order at Chennai, the sum of

Rs.....(Rupees.....)

Only)with interest thereon at the rate of% per annum from the date of payment in full for the value received.

Rs _____

Name.....

Full Address.....

.....



Signature
(Borrower)

Name.....

Full Address.....

.....



Signature
(Co-Borrower)

Name.....

Full Address.....

.....



Signature
(Co-Borrower 1)

Name.....

Full Address.....

.....



Signature
(Co-Borrower 2)

Name.....

Full Address.....

.....



Signature
(Co-Borrower 3)

Name.....

Full Address.....

.....



Signature
(Co-Borrower 4)

LETTER OF CONTINUITY - BORROWER

Date:

Place:

To

EQUITAS SMALL FINANCE BANK LIMITED

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

Dear Sirs,

I / We THE UNDERSIGNED.....

.....enclose my / our Promissory Note for Rs.....

Rupees.....

payable on demand which is given to you as security for the repayment by me / us to EQUITAS SMALL FINANCE BANK

LIMITED(Bank) of any sum now due or which may hereafter be or become due from me/us to the Bank in respect of the secured Loan (hereinafter referred to as the "Facility") notwithstanding the fact the Facility may from time to time be reduced or extinguished, the intention being that the security shall be a continuing security at all times for the said facility or any other facilities obtained by me/us and payable to the Bank and shall hold good for enforcement notwithstanding the period of validity of the Promissory Note.

In consideration of your extending me/us/ borrowing facilities, I/We unconditionally agree as follows :-

1. That in addition to general lien or similar right to which you as lenders are entitled by law, you may at any time and without notice to me/us in your absolute discretion combine or consolidate all or any of my/our accounts with any liabilities to you and set off or transfer any sum or sums standing to the credit of anyone or more of such accounts in or towards satisfaction of any of my/our liabilities to you on any other account or in any other respect whether such liabilities be actual or contingent / primary or collateral and several or joint.

2. That in respect of all such accounts and liabilities aforesaid you shall have a lien on all stocks, shares, securities, property and book debts belonging to me/us now or hereafter held by you for safe custody, collection, or otherwise and all moneys now or hereafter standing to my/our credit with you on any current or any other account and you will have the right to sell, realise all such securities and property as aforesaid for the purpose of realizing your dues.

3. The aforesaid rights are available to you notwithstanding any agreement between me/us and you to the contrary and Notwithstanding the fact that a particular security given to you is earmarked for a particular loan or account and the same is cleared by me/us by payment and a receipt confirming the same is obtained from you.

4. That I / We hereby also waive my / our rights of the presentment of the aforesaid DPN. We further request you to note that we dispense with a notice of dishonour in terms of section 98 (a) of the negotiable instruments Act. 1881 and that in the event of payment not being made on demand by us the Equitas Small Finance Bank Ltd., is at liberty to give time for payment to us without discharging us from liability.

In case of an individual

(Borrower Name and sing)

(Co-borrower name and sign)

(Co-borrower Name and sing)

(Co-borrower/Guarantor name and sign)

(Co-borrower Name and sing)

(Co-borrower/Guarantor 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 / ProprietrixName : 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)

Borrower

Co - Borrower

Co - Borrower - 1

Co - Borrower - 2

Co - Borrower - 3

Co - Borrower - 4

Co - Borrower - 4

Co - Borrower - 3

Co - Borrower - 2

Co - Borrower - 1

Co - Borrower

Borrower

(Name and signature)

(Name and signature)

(Name and signature)

(Name and signature)

In case of Pvt / Ltd Company

The common seal of the company has been hereunto affixed at the place and date first herein above mentioned

at _____(Place)

The common seal of _____



Co - Borrower - 4

Ltd has been affixed hereunto pursuant to the Resolution of the board of directors dated _____ 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.

Co - Borrower - 3

Name of the Directors and signature

(Name and signature)

(Name and signature)

(Name and signature)

(Name and signature)

Co - Borrower - 2

(Name and signature)

(Name and signature)

*Listed as per Board Resolution

Co - Borrower - 1

Co - Borrower

Borrower

GENERAL POWER OF ATTORNEY

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

i) Mr/Ms/Messrsa 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 atand 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 schedule to 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 schedule 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.

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.,

1. 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.
2. 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.
3. 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.
4. 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.
5. 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

Co - Borrower - 4

Co - Borrower - 3

Co - Borrower - 2

Co - Borrower - 1

Co - Borrower

Borrower

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.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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
12. 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;
13. 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
14. 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)

(Co-borrower name and sign)

(Co-borrower Name and sing)

(Co-borrower/Guarantor name and sign)

(Co-borrower Name and sing)

(Co-borrower/Guarantor 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 / ProprietrixName : 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

The common seal of the company has been hereunto affixed at the place and date first herein above mentioned at

_____ (Place)



The common seal of _____ Ltd has been affixed hereunto pursuant to the Resolution of the board of directors dated _____ 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:

1.

Authorised Signatory

2.

* Strike out whichever not applicable.

Co - Borrower - 4

Co - Borrower - 3

Co - Borrower - 2

Co - Borrower - 1

Co - Borrower

Borrower

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, interalia, 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.....

Co - Borrower - 4

Co - Borrower - 3

Co - Borrower - 2

Co - Borrower - 1

Co - Borrower

Borrower

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.

Co - Borrower - 4

Co - Borrower - 3

Co - Borrower - 2

Co - Borrower - 1

Co - Borrower

Borrower

PARTNERSHIP DECLARATION AS TO CONSTITUTION

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 Partnership firm)

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

We the undersigned, are the only partners in the firm and jointly and severally liable for the liabilities thereof. We shall advise in writing of any change that may take place in the partnership and all the present / future partners shall be liable to you on any obligation which may be standing in the firm's name in your books on the date of the receipt of such notice and until all such obligations shall have been liquidated.

We further undertake and confirm that 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 Partners

Signature (Please sign without Stamp)

Co - Borrower - 4

Co - Borrower - 3

Co - Borrower - 2

Co - Borrower - 1

Co - Borrower

Borrower

LETTER OF AUTHORITY BY PARTNERSHIP FIRM

Date :

Place :

To

EQUITAS SMALL FINANCE BANK LIMITED

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

NOTWITHSTANDING ANYTHING CONTRARY CONTAINED IN THE PARTERSHIP DEED DATED, it is hereby resolved to avail loan facility to the tune of Rs...../- towards We, the Partners of M/s..... hereby authorize Mr.....,to execute the agreements and other related documents in connection with the loan facility availed by the firm from the Bank. The delegation of Authority is and shall be valid and effective until the fulfillment of all the obligations of the firm under the above loan facility.

As partners of the firm, we are aware and confirm that we are jointly and severally liable to you for the discharge of entire amount under the above facility.

Name of the Partner/s

Signature

- 1.
- 2.
- 3.
- 4.

Thanking You,

Yours faithfully,

For M/s.

Name of the Partners

Signature (with Stamp)

- 1.
- 2.
- 3.
- 4.

Co - Borrower - 4

Co - Borrower - 3

Co - Borrower - 2

Co - Borrower - 1

Co - Borrower

Borrower

SOLE PROPRIETOR DECLARATION

Date :

Place :

To

EQUITAS SMALL FINANCE BANK LIMITED

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

Co - Borrower - 4

Dear Sir

Sub: Loan Facilities to the tune of Rs

I refer to the captioned facility granted by you and declare as under:

Co - Borrower - 3

I, the undersigned am the sole proprietor of the concern.....

and having office at.....,I further declare that

the proceeds of the above facility sanctioned to the concern of Rs.
.....

Co - Borrower - 2

(Rupees.....Only)

will be used exclusively for the purpose of

Co - Borrower - 1

Thanking you,

Yours faithfully,

Sole Proprietor

Co - Borrower

Signature

Name

Borrower

(Concern's Authorised Signatory Stamp to be Affixed)

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

- Education, Marriage, Debt consolidation, Asset Acquisition, Home construction, Home Extension, Home Renovation/improvement, Medical Expenses, Crop Cultivation, Repayment of distressed loans to non-institutional lenders, Construction of storage facilities, Plant tissue culture and agri bio-technology, Purchase of Agriculture implements & Machinery, Purchase of Cattle, Soil conservation and watershed development, Others (Please Specify)_____

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 : With seal wherever applicable

Name of the Applicant: With seal wherever applicable

2. Co-applicant Signature: With seal wherever applicable

Name of the Co-applicant: With seal wherever applicable

Co - Borrower - 4

Co - Borrower - 3

Co - Borrower - 2

Co - Borrower - 1

Borrower

Borrower

LOAN DISBURSAL REQUEST FORM

To

EQUITAS SMALL FINANCE BANK LIMITED

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

Dear Sir,

I/We kindly request you disburse the Loan amount as detailed below:

a) Rs...../- Favouring :

b) Rs...../- Favouring :

Thanking you

Yours faithfully,

Co - Borrower - 4

Co - Borrower - 3

Co - Borrower - 2

Co - Borrower - 1

Co - Borrower

Borrower

NON DISPOSAL UNDERTAKING

Date :

Place :

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

Sub:

Ref: Sanction letter no...../ Loan agreement No.....

Dear Sirs,

This is to confirm that I/We have availed a Loan against Property financial facility vide the above referred loan Agreement for Rs..... against the security of an immovable property morefully described in the said loan agreement.

In this regard, I/we hereby undertake and confirm that the Security (Security) mortgaged/proposed to be mortgaged with you are free from all defects in title and encumbrances and I/we have a legal and valid title over the same to offer and mortgage the same as primary/ secondary collateral to you as Security towards repayment of the above financial facility.

I/We further undertake and confirm that the Security is not subject to any non disposal undertaking/s executed by me/us, the Bank, promoters or others in favour of any lending institution or others at any point in time. *

I/We hereby agree to indemnify the Bank in the manner herein after stated.

I/We hereby covenant at all times hereafter and from time to time to save, defend and keep indemnified the Bank and their estates and effects from and against all damages, charges, actions, cost, suits, legal proceedings amounts of claim demands, expenses and liabilities of whatsoever nature which the Bank may sustain or incur by reason of any such defect in the title of the Security and also from and against all damages, costs, charges, expenses which the Bank may incur in respect thereof or otherwise in relation to the above premises.

IN WITNESS WHEREOF, I/WE HERETO HAVE HEREUNDER TO SET AND SUBSCRIBED OUR RESPECTIVE HAND AT.....

.....THIS.....(DATE) DAY

OF.....

BORROWER

BORROWER / SECURITY PROVIDER

WITNESS : (1)

SIGNATURE :

NAME & ADDRESS :

WITNESS : (2)

SIGNATURE :

NAME & ADDRESS :

Co - Borrower - 4

Co - Borrower - 3

Co - Borrower - 2

Co - Borrower - 1

Co - Borrower

Borrower

MEMORANDUM REGARDING SIGNING
DECLARATION

(To be obtained in case the executants signs in the language other than English / Illiterate)

The contents of the loan agreement and other related documents executed by:

1) _____ as Borrower.

2) _____ as Co-Borrower.

3) _____ as Guarantor.

infavour of Equitas Small Finance Bank Limited for the loan facility of Rs _____ have been read over and translated into _____ and explained to Mr./Mrs. _____

_____ the Borrowers /Guarantors and he/she/they having understood the contents thereof subscribed to the Agreement and other related documents.

Dated at _____ this _____ day of _____ 20_____)

Declarant's Name &Address:

Relationship with the Borrowers/Guarantors:

Signature of Declarant :

Co - Borrower - 4

Co - Borrower - 3

Co - Borrower - 2

Co - Borrower - 1

Co - Borrower

Borrower

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 I 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 principal instalment/interest/charges, any payment being credited on or after 01.02.2021 in the loan account will be used to pay off the dues outstanding on 01.02. 2021.

Assuming that nothing is paid /or there is partial payment (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 or 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:

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

'Out of Order' Status:

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

- i. The outstanding balance in the CC/OD account remains continuously in excess of the sanctioned limit/drawing power for 90 days , or
- ii. 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. 20 22 not full y paid 01.03.2022 is also due at EOD 01.03.2022	29	SMA-0	01.02.2022	NA	NA
		Dues of 01.02.2022 fully paid , Due for 01.0 3. 20 22 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	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 02.05.2022	91	NPA	NA	NPA	02.05.2022

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
01.06.2022	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 .07.20 22	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: