



EQUITAS SMALL FINANCE BANK LIMITED

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

FACILITY AGREEMENT SALARIED OVERDRAFT

BRANCH / HO	
APPLICATION NO.	
CUSTOMER NAME	
CUSTOMER ID	
PROPOSAL NO.	
AGREEMENT NO.	

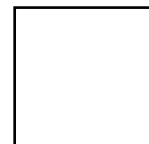
DEMAND PROMISSORY NOTE

Rs. _____

ON DEMAND, I/We _____,

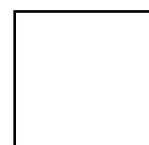
promise to pay Equitas Small Finance Bank Limited or order, the sum of Rupees _____ along with such other amounts as may be availed by us in addition to the above amount together with interest from the date hereof, at _____% above Equitas Small Finance Bank Limited External Benchmark Rate (the present External Benchmark Rate being _____% p.a.) i.e. presently at _____percent per annum or such other rate the Bank may fix from time to time, in relation to the Bank's EBMR, compounding and payable with monthly rests, for value received.

The Borrower to the Note waive presentment, notice of non-payment, protest, notice of protest and agree to remain fully bound notwithstanding the release of any party, extension or modification of terms or discharge of any collateral/mortgage for this Note.



Borrower / Guarantor(s)

Place: _____



Date: _____

Guarantor(s)

JOINT AND SEVERAL DEMAND PROMISSORY NOTE

Rs. _____

On Demand We,

1) _____

2) _____

3) _____

4) _____

authorised signatories of M/s _____ jointly and severally promise to pay Equitas Small Finance Bank Limited or order the sum of Rupees _____ along with such other amounts as may be availed by us in addition to the above amount for value received alongwith interest at the rate of _____% above Equitas Small Finance Bank Limited EBMR (the present EBMR being _____% p.a./External Bench Mark Rate i.e. presently at _____ percent p.a) or such other rate as the Bank may fix from time to time, in relation to the Bank's External Bench Mark Rate, compounding and payable with monthly rests, for value received.

The signatories to the Note waive presentment, notice of non-payment, protest, notice of protest and agree to remain fully bound notwithstanding the release of any party, extension or modification of terms or discharge of any collateral/mortgage for this Note.

Borrower (with partnership firm's seal)

Personal Signature of the Partners in full without Revenue Stamp in full :

Place: _____

Borrower / Guarantor(s)

Date: _____

Guarantor(s)

ANNEXURE

GENERAL CONDITIONS

General conditions cum Warranties:

The Borrower hereby represents and warrants as under:

- a. That it has obtained the requisite License and does not suffer from any statutory or legal infirmities affecting the pursuit or running of its business/undertaking.
- b. The execution hereof of these presents and related documents by the Borrower (s) , constitutes legal, valid and binding obligations of the Borrower.
- c. The Borrower shall at all times during the currency of the Credit Facility, at its own cost, keep the said property constituting the Bank's security fully insured against such risks and for such amounts and for such period and forms as the Bank may require, in the name of the Bank with the usual Bank mortgage clause, 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 premia receipts etc. with the Bank. The Borrower shall make punctual payment of all premia and shall not do or suffer to be done any act which may invalidate such insurance 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.
- d. Borrower (s) confirms that it has not been subjected to any proceeding under the RBI guidelines relating to Wilful Defaulters nor is currently facing any such proceeding.

I) OTHER COVENANTS:

The Borrower further covenants as under:

- i. To 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 Credit Facility;
- ii. not to 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;
- iii. Not to effect any material change in the management of the business of the Borrower, without the prior written consent of the Bank;
- iv. (If Borrower is a partnership firm) to ensure that no retirement or resignation of any one or more partners happen without the prior approval of the Bank and in the event the partnership is dissolved or reconstituted as a result of such retirement or resignation, without the approval of the Bank, the subject partner(s) who has/have retired or resigned shall not be relieved of their liability under this Credit Facility;
- v. Not to make any amendments in the Borrower's Memorandum and Articles without the prior written consent of the Bank (in case of the Borrower being a company);
- vi. The Borrower shall furnish upon demand any other security in such form and value as may be required by the Bank from time to time in amounts and values sufficient at all time in the opinion of the Bank to secure the payment of the Credit Facility provided here and any other obligations of the Borrower to the Bank.
- vii. The Borrower confirms that the Borrower shall utilize the said Credit Facility only for the purposes of its Business as set forth in its application for Credit Facility.
- viii. The Borrower shall not be entitled to directly or indirectly assign his/their rights or obligations under this Agreement in part or in whole to any person.
- ix. Interest on the Credit Facility shall be computed and debited to the Loan Account taking the basis of 365 days a year
- x. The Borrower also agree, undertake and confirm as under:
 1. The Borrower understand that as a precondition relating to the grant of and/or continuing the grant of credit facility to it, Equitas Small Finance Bank Limited requires the borrower(s) consent for the disclosure by the Bank of, information and data relating to us, of the Credit Facility availed of /to be availed by us, in discharge thereof.
 2. Accordingly, the Borrower hereby agree and give consent for the disclosure by Equitas Small Finance Bank Limited of all or any such:
 - i. Information and data relating to them;
 - ii. The information of date relating to its credit Facility availed of /to be availed by them and
 - iii. Default, if any, committed by them, in discharge of his/her/the Company's such obligation; as Equitas Small Finance Bank Limited may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau and any other agency authorised in this behalf by Reserve Bank of India ["RBI"].
 - iv. The Borrower declare that the information and data furnished by the borrower to Equitas Small Finance Bank Limited are true and correct.
 - 3) The Borrower also undertake that:
 - i. Credit Information Bureau and any other agency so authorised may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
 - ii. Credit Information Bureau and any other agency so authorised may furnish for consideration, the processed information and data disclosed or products thereof prepared by them, to Bank(s)/Financial Institution(s) and other Credit Grantors or Registered Users, as may be specified by the RBI in this behalf.
 - 4) The Borrower agree, undertake and authorize the Bank to exchange, share or part with all the information, data or documents or other information as mentioned above and also the information relating to the conduct of the Borrower's accounts, credit history or to the Borrower, whether under consortium or multiple banking or sole banking arrangement and repayment record, with other banks/financial institutions involved in the financing arrangement also with the banks/financial institutions intending to finance the Borrower. as the Bank may deem necessary or appropriate as may be required for use or processing of the said information/ data by such banks/financial institutions or furnishing of the processed information/data to other banks/financial institutions/ credit providers and the Borrower shall not hold the Bank liable in any manner for use of such information.
 - 5) The Borrower agree that in case the Borrower commits any default in payment or repayment of any amounts in respect of the facilities, the Bank shall have an unqualified right to disclose or publish the details of the default and then name of the Borrower, its directors, partners, as case may be, as defaulters, in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit.
 - 6) In the event the Borrower fails to pay when due any sum which it may owe to the Bank and the Bank shall commence legal proceedings to recover such sum, the Borrower will further pay the Bank all advances, interest, charges, penal charges, cost and expenses, including reasonable legal fees, incurred or paid by the Bank in exercising any right, power or remedy conferred by this agreement, (or in the enforcement thereof shall become a part of the indebtedness secured hereunder and shall be paid to the Bank by the Borrower immediately and without demand).

II) LIABILITIES OF GUARANTOR

- a) The guarantor(s) hereby guarantees to the bank that in the event of the Borrower(s) failing to pay the installments on the due dates for their payment or discharge any of his liabilities under this agreement, the guarantor(s) assures, undertakes and holds himself liable to the bank to pay on demand any such amounts without dispute or demur. However, any failure or delay on the part of the bank to make a demand on the occurrence of any default shall not relieve the guarantor(s) of liability under this agreement.
- b) The guarantor(s) liability hereunder shall be joint, several and co-extensive with that of the Borrower(s) for all amounts remaining outstanding inclusive of installments, interest, penal charges, charges, fee, costs and any other dues whatsoever payable by the Borrower(s) to the bank under this agreement.
- c) The guarantor(s) agrees that his/her liability shall be that of a primary obligor and not merely as a surety and the guarantee shall not be impaired or discharged by reason of any facility or time given by the bank to the Borrower(s) or any indulgence or forbearance shown in payment of any dues or repayment of the said loan under this agreement or in respect of any security proposed to be created. The guarantor(s) further agrees that any such facility, time or indulgence granted or forbearance shown shall be deemed to have been given after due notice to and with the guarantor(s) consent.
- d) The bank's rights against the guarantor(s) shall remain in full force and effect notwithstanding any arrangement which may be reached between the bank and Borrower(s) or other guarantor(s), if any, or notwithstanding the release of that other's liability, the bank shall be at liberty to require the performance by the guarantor(s) of his obligations hereunder to the same extent in all respects as if the guarantor(s) had at all times been solely liable to perform the said obligations.
- e) The guarantor(s) hereby agrees that without his/her consent/concurrence, the Borrower(s) and the bank shall be at liberty to vary, after or modify the terms and conditions of this agreement and/or of the security created and/or the security documents, executed by the Borrower(s) in favour of the bank and in particular defer, postpone or revise the repayment of the loan and/or payment of interest and other monies payable by the Borrower(s) to the bank on such terms and conditions as may be considered necessary by the bank including any withholding or release of all or any of the security/securities furnished or required to be furnished by the Borrower(s) to the bank to secure the loan.

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

f) The bank shall have full liberty to exercise, without notice to the guarantor(s) and without in any way affecting this guarantee, at any time and in any manner any power or powers reserved to the bank under this agreement to enforce, or forbear to enforce payment of the installments or other monies due to the bank from the Borrower(s) or any of the remedies/securities available to the bank, to enter into any composition or compound with or to grant time or any other indulgence or facility to the Borrower(s) and the guarantor(s) shall not be released by the exercise by the bank of its liberty in regard to the matters referred to above or by any act or omission on the part of the bank or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing the guarantor(s) and the guarantor(s) and the guarantor hereby waives in favour of the bank so far as may be necessary to give effect to any of the provisions of this guarantee, all the suretyship and other rights which the guarantor(s) might otherwise be entitled to enforce.

g) The guarantee shall be enforceable against the guarantor(s) notwithstanding that any security or securities for the payment of the loan shall, at the time when the proceedings are taken against the guarantor(s) on this guarantee, be outstanding or unrealised or lost.

h) The guarantor(s) agrees that copy of the statement of accounts of the bank duly certified shall be binding on the guarantor(s) as the sums due and payable under this agreement.

i) The guarantor(s) liability hereunder shall not in any way be affected by the bankruptcy or by any petition or resolution or order for bankruptcy of the Borrower(s) being presented, passed or made or by any change in the constitution of the bank or the Borrower(s).

j) The guarantor(s) hereby agrees and declares that the Borrower(s) will be free to avail of further loans or other facilities in addition to the loan and/or renew the same during the subsistence of this guarantee, in which event the guarantee herein contained will not be affected or vitiated in any way whatsoever but will remain in full force and effect and bind the guarantor(s) and shall extended to such further loans or other facilities.

k) The guarantor(s) agrees that the bank shall have the right to release the security and/or asset and the guarantor(s) obligations under this agreement shall not be discharged thereby.

l) The guarantor(s) hereby agrees that it shall not be necessary for the bank to exhaust its right or take any action against the Borrower(s) before requiring the guarantor(s) to make payment under this agreement or proceeding against the guarantor(s).

m) The guarantor(s) agrees to make the payments due and payable under this guarantee when demanded by the bank notwithstanding that a dispute is pending between the bank and the Borrower(s) in respect of any provision of this agreement or any other related or concerned document.

n) This guarantee shall be continuing one and shall remain in full force and effect till such time the Borrower(s) repays in full, the loan together with all interests including penal charges, costs, charges and all other monies that may from time to time become due and payable and remaining unpaid to the bank under this agreement.

o) The guarantor(s) agrees that notwithstanding any defect in or invalidation of this agreement and/or incomplete documents or writings, this guarantee shall be valid and operative and the guarantor(s) shall not be discharged from his liability hereunder except by performance of his guarantee.

p) This guarantee shall not be wholly or partially satisfied or exhausted by any payment made to or settled with the bank by the Borrower(s) and shall be valid and binding on the guarantor(s) and is operative until repayment in full of all the monies due to the bank under this loan agreement.

q) This guarantee shall be irrevocable and shall be in full force and effect notwithstanding that the bank may have obtained any other guarantee corporate or personal; to secure the loan till such time all the dues of the bank including repayment of the loan along with interest and all other expenses and dues are paid by the Borrower(s). This guarantee shall be binding upon the guarantor(s) heirs, executors and administrators.

III) CONTINUING GUARANTEE

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

IV) EVENTS OF DEFAULT:

At the option of the Bank, and without necessity of any demand upon or notice to the Borrower, all of which are hereby expressly waived by the Borrower, and notwithstanding anything contained herein or in any security documents executed by/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 security, upon the happening of any of the events stipulated in the sanction, including the following:

- a) If any representations or statements or particulars made in the Borrower's proposal/application are found to be incorrect or the Borrower commits any breach or default in performance or observance of these present or failure to keep or perform any of the terms or provisions of any other agreement between the Bank and Borrower in respect of this Credit Facility.
- b) If the Borrower commits any default in the payment of principal or interest or any obligation of the Borrower to the Bank or to any other Bank or Credit Grantor when due and payable;
- c) If there is any deterioration or impairment of the securities/ the said property or any part thereof or any decline or depreciation in the value or market price thereof (whether actual or reasonably anticipated), which causes the securities in the judgement of the Bank to become unsatisfactory as to character or value;
- d) If any attachment, distress, execution or other process against the Borrower, or any of the securities is enforced or levied upon;
- e) The death, insolvency, failure in business, commission of an act of Bankruptcy, general assignment for the benefit of creditors, if the Borrower suspends payments to any creditors or threatens to do so, filing of any petition in Bankruptcy of by, or against the Borrower or filing up of any petition for winding up of the Borrower.
- f) If the Borrower (being a Company) goes into liquidation for the purpose of amalgamation or reconstruction, except with prior written approval of the Bank;
- g) If Borrower (being a partnership firm) without the prior approval of the Bank is dissolved or reconstituted as a result of the retirement or resignation of any partner;
- h) If a receiver is appointed in respect of the whole or any part of the property/assets of the Borrower;
- i) If the Borrower, without prior written consent of the Bank, creates or attempts or purports to create in favour of anyone else, any charge, mortgage, pledge, hypothecation, lien or other encumbrance over the Borrower's property or any part thereof, which is or shall be the security for the repayment of the said Dues except for securing any other obligations of the Borrower to the Bank;
- j) If any circumstance or event occurs which is prejudicial to or impairs or imperils or jeopardise or is likely to prejudice, impair, imperil, depreciate or jeopardise any security given by the Borrower or any part thereof;
- k) If the Credit Facility or any part thereof is utilized for any purpose other than the purpose for which it is applied by the Borrower and sanctioned by the Bank;
- l) if any circumstance or event occurs which in the sole opinion of the Bank may jeopardise or likely to impact the ability of the Borrower to service the said Facility herein granted in terms of prompt repayment of principal and interest on due dates
- m) if the Borrower fails to conduct the account in a normal and proper manner including things such as not submitting stock statements periodically as mandated by the Bank or insuring and keeping insured all the current assets as well as immovable properties secured to the Bank for the purpose of this Facility or not permitting the Bank or its officials or its auditors or authorized representatives access to the books of accounts of the Borrower or to its business premises or its godown or warehouse etc.

V) CONSEQUENCES OF DEFAULT:

- i. If any event of default or any event which, after the notice or lapse of time or both would constitute an event of default shall have happened, the Borrower shall forthwith give the Bank notice thereof in writing specifying such event of default, or such event. The Borrower shall also promptly inform the Bank if and when any statutory notice of winding-up under the provisions of the Companies Act, 1956 or any other law or of any suit or legal process intended to be filed/initiated against the Borrower, is received by the Borrower.
- ii. If the Borrower makes default in payment of the said Dues or any part thereof, the bank would be at liberty (but not bound to do so) to appoint its nominee as Receiver without having resort to a Court of Law and/or to a proceeding in Court, to take possession of the properties of the Borrower held /to be held by the Bank as security for the Credit Facility hereunder or

under any other security document(s) executed / to be executed by the Borrower and/or the Guarantor(s) in favour of the Bank and the Bank shall also be entitled to resort to any or all the legal remedies as provided under the clause relating to governing law, dispute resolution and jurisdiction.

- iii. The Bank shall have a right of lien and/or right of set-off on all monies standing to their credit in any account whatsoever with the Bank, irrespective of the capacity of the Borrower (s) under the other facility/ies, including the monies realized by proceeding against any properties of the Borrower (s) under this credit facility or any other facility documents and/or relating to title deeds and/or such immovable property deposited with the Bank by the Borrower, under any other facility, in whatever capacity. . If upon demand by the Bank, the balance outstanding in the Credit Facility account is not repaid within the prescribed time, such credit balance in any account may be adjusted towards dues under the Credit Facility account. In case of any deficit, the deficit amount may be recovered by the Bank from the Borrower.
- iv. 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.
- v. In case of breach of the terms or in case of any of the events happening as stated hereinbefore, the Bank would have the full rights to sell, dispose off or realise the said securities on such terms and for such price that the Bank thinks fit, and apply the net proceeds towards the satisfaction of the balance outstanding in the Credit Facility account including charges, expenses, etc. or any other facility in whatever capacity.
- vi. The Borrower hereby agrees as a pre-condition of the said credit Facility/ies being granted to it that in case the Borrower commit default in the repayment of the Credit Facility/ies or in the repayment of interest thereon or any of the agreed installment of the Credit Facility/ies on due date/s, apart from the levy of penal charges and such charges, the Bank and /or Reserve Bank of India will have an unqualified right to disclose or publish its name or the name of its directors/partners/proprietors as defaulter in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.
- vii. The Borrower confirms unconditionally and irrevocably that it shall have no objection in case the Bank decides to assign/sell a part of the entire Credit Facility/credit Facility along with securities of the said machinery/goods/assets/properties etc. to another Bank/institution/limited company / Government body or department. (assignee/buyer). In such case the Borrower shall become the primary Borrower of such assignee /buyer and shall at no point of time raise any objection, legal or otherwise regarding assignment, transfer and sale of the securities by the Bank in favour of the assignee / buyer.

VI) OTHER CONDITIONS:

- i) The Borrower shall restrict his dealing to Equitas Small Finance Bank Limited and shall not open an account with any other Bank(s). The Borrower may with the prior written approval of Equitas Small Finance Bank Limited, open such accounts as may be permitted with other Bank(s) however, in case the Borrower is permitted to deal with other Bank(s) a statement of the account shall be submitted to Equitas Small Finance Bank Limited on a monthly basis.
- ii) 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 a Banker's lien or right of set-off with respect to any obligation of the Borrower to the Bank in the same manner as if the obligation were unsecured and shall have a lien on all property or securities of the undersigned in the Bank's possession or custody whether for safe-keeping or otherwise. Any forbearance or failure or delay by the Bank in exercising any right, power or remedy hereunder shall not be deemed to be waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof and every right and remedy of the Bank shall continue in full force and effect until such right, power or remedy is specifically waived by an instrument in writing executed by the Bank.
- iii) The Borrower shall reimburse and pay to the Bank all costs, charges and expenses, including stamp duty and legal costs on actual basis and other charges & expenses which may be incurred in preparation of these presents and related to and/or incidental documents as also for the enforcement or attempted enforcement of the security hereby created.
- iv) 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.
- v) No delay in exercising or omission to exercise any right, power or remedy accruing / available to the Bank upon any default or otherwise hereunder or any other security documents/letters of guarantee shall impair or prejudice any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence therein.
- vi) 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 misleading information given by the Borrower to the Bank hereunder or any breach/default/contravention/non-observance/non-performance by the Borrower of any terms, conditions, agreements and provisions here under. 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.
- vii) The Borrower agrees to accept the statement of account sent by the Bank or by any other authorised representative of the Bank as conclusive proof of the correctness of any sum claimed to be due from him.
- viii) The Borrower shall execute in favour of the Bank or any nominee/agent of the Bank any DP Note/further/additional/fresh deeds/documents etc. whenever required by the Bank to do so.
- ix) The claims of the Bank shall have precedence over the claim of the partners/Directors by way of remuneration, interest, etc.

VII) RIGHT TO ASSIGN:

The Lenders (or any of them) may assign or otherwise transfer the facility (or the portion thereof respectively advanced by them) to any third party and pursuant to which the Lenders (or any of them) shall be entitled to assign the credit facility and/or Security created herein with all or any rights under this Agreement without the prior written consent of the Borrower.

VIII) SERVICE OF NOTICE:

Any notice or correspondence shall be in writing and to be addressed at the above mentioned address of the Borrower and shall be deemed to have been sufficiently served if delivered by hand or addressed by Registered A.D. Post reputed courier services, at the address mentioned herein above or is sent by mail to the mail ID of the borrower herein mentioned or such other mail ID as may be advised by the borrower to the Bank from time to time; and such service shall be deemed to have been effected in case of delivery by hand on the date on which it is delivered and in case of delivery by Registered A.D. Post on the expiry of 5th day of such posting and in case of delivery by Courier, on the expiry of 3rd day of such posting and in case of mails, on the day the mail has been sent.

GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION :

IX) Arbitration :

1. This Agreement shall be governed by, and construed in accordance with the laws of India.
2. 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) 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)
 - b) Madras Arbitration Solutions (MAS), currently having its office at Vignesh Apartment, 23/9, Jothiramalingam 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.
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 award so 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)/Guarantor(s) to the lender under the loan agreement or any other executed by Borrower(s)/ and Guarantor(s) with the lender shall be deemed to be an active mail/e-mail and/or any other electronic mode of address and any change or other discrepancies in the mail/e-mail and/or any other electronic mode of address provided above, shall be informed to the Lender promptly.
14. All communications shall be deemed to be considered as received by the Lender/ Borrower(s)/ and Guarantor(s) as the case maybe, within five days from the time of initiating the communication. In case, if after the expiry of five days from the date of communication, there lies no response from the Lender/ Borrower(s)/Guarantor(s) as the case maybe, it shall be the discretion of the Sole Arbitrator to proceed further with the arbitration proceeding and/or render the award as the case maybe in their absence. 15. It shall be the responsibility of the Lender/ Borrower(s)/Guarantor(s) to maintain sufficient space in the e-mail account and or in any other mode of electronic account(s) and also to have supporting applications/software in their computer/mobile/any other electronic device or accessories and infrastructure required to access the electronic documents sent to them and also to enable the arbitrator to conduct the arbitration proceeding through VC, online, virtual hearing etc.
15. 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.
16. The parties to the agreement agree to submit to the exclusive jurisdiction of courts in Chennai. Notwithstanding or without prejudice to the arbitration clause, in the event the Debt Recovery Tribunal has jurisdiction over the dispute, difference and/or claim that may have arisen between/among the parties, the Bank shall, at its discretion invoke the jurisdiction of the Debt Recovery Tribunal of the place mentioned in the place below or in such other place, at the discretion of the Bank, shall have exclusive jurisdiction to settle such dispute, difference and/or claim.

X) JURISDICTION:

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

SCHEDULE

Date of Agreement	
Name of the Borrower	
Name of the Guarantor 1	
Name of the Guarantor 2	
Name of the Guarantor 3	
Name of the Guarantor 4	
Name of the Guarantor 5	
Name of the Guarantor 6	
Name of the Guarantor 7	
Name of the Guarantor 8	
Name of the Guarantor 9	

SCHEDULE		
Sr.No.	Details	
A	Facility Type	OVER DRAFT
B	Amount	
C	Tenure of Loan	As mentioned in the sanction letter
D	Rate of Interest Interest rates are linked to External Bench Mark Rate	
E	Current EBMR (Repo Rate)	As mentioned in the sanction letter
F	Reset Frequency	As mentioned in the sanction letter
G	Penal charges	As mentioned in the schedule of charges of the sanction letter
H	Prepayment charges	As mentioned in the schedule of charges of the sanction letter

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 90days
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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 01.02.2022 not fully paid 01.03.2022 is also due at EOD 01.03.2022	29	SMA-0	01.02.2022	NA	NA
		Dues of 01.02.2022 fully paid , Due for 01.03.2022 not paid at	1	SMA-0	01.03.2022	NA	NA

		EOD 01. 03. 2022					
		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
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

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

01.07.2022	01.07.2022	Paid entire dues of 01.03.2022 & 01.04.2022 at EOD 01.07.2022	62	NPA	NA	NPA	02.05.2022
01.08.2022	01.08.2022	Paid entire dues of 01.05.2022 & 01.06.2022 at EOD 01.08.2022	32	NPA	NA	NPA	02.05.2022
01.09.2022	01.09.2022	Paid entire dues of 01.07.2022 & 01.08.2022 at EOD 01.09.2022	1	NPA	NA	NPA	02.05.2022
01.10.2022	01.10.2022	Paid entire dues of 01.09.2022 & 01.10.2022	0	Standard Account with No Overdues	NA	NA	STD from 01.10.2022

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

Yours Sincerely,

(Borrower/s)

Date:

Place:

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

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

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

Verification

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

Place: _____

(Signature of declarant)

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

Instruction:

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

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

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

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

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

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