

PERSONAL LOAN & SALARY OD AGREEMENT

THIS LOAN AGREEMENT (hereinafter referred to as the "**Agreement**") made at the place and on the date as more particularly mentioned in the Schedule hereunder written between:

The BORROWER, details whereof are more particularly as described in the **Schedule** and, wherever the context so requires, includes a Co-Borrower named as specified in the Schedule and hereinafter collectively referred to as the "**Borrower**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include, the Borrower's heirs, executors and administrators) of the **ONE PART**; **AND**

RBL BANK LIMITED, a company incorporated in India under the Companies Act, 1913 and deemed to exist within the purview of the Companies Act, 1956 and deemed to exist within the purview of the Companies Act, 2013, bearing CIN U65191PN1943PLC007308 and having its registered office at "Shahupuri", Kolhapur- 416 001, Maharashtra, its Mumbai controlling office at 6th Floor, Tower 2B, One Indiabulls Centre, 841, S.B. Marg, Lower Parel (West), Mumbai – 400 013 and a branch office as more particularly described in the Schedule appended to this Agreement, hereinafter referred to as the "**Lender**" / "**Bank**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest, assigns, holding or subsidiary company/ ies) of the **OTHER PART**.

The Borrower and the Lender shall be hereinafter singularly referred to as the "**Party**" and collectively referred to as the "**Parties**".

WHEREAS:

Pursuant to the request for grant of a loan made by the Borrower to the Lender, the Lender had sanctioned the loan as specified in the Schedule annexed below (hereinafter referred to as the "**Schedule**") to the Borrower and in pursuance thereof, the Lender has granted/ agreed to grant the loan amount as more particularly provided in the Schedule hereunder written (hereinafter referred to as the "**Loan**") to the Borrower, upon the Borrower agreeing to repay the dues under the Loan with interest and other charges as hereinafter mentioned and agreeing to comply with the terms and conditions contained herein in addition to the other terms and conditions stipulated by the Bank in the Schedule and also as may be specified in any other documents executed or tendered or agreed to be executed or tendered at a future date in respect of the Loan between the parties hereto (collectively referred to as the "**Transaction Documents**") or as notified from time to time by the Bank to the Borrower.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereto, intending to be legally bound, agree as follows:

1. LOAN AND TERMS OF THE LOAN

1.1 Loan

Based upon the Borrower's request, representations, warranties, covenants and undertakings as contained herein and in the loan application form as well as Schedule and other Transaction Documents, by the Borrower in relation to the Loan, the Lender has agreed to make available to the Borrower and the Borrower has agreed to avail from the Lender, the Loan in the manner and on the terms and conditions mentioned in this Agreement and its Schedule. In consideration of the Loan being provided by the Lender, the Borrower agrees to unconditionally abide by and observe all the terms and conditions herein after set out and as may be stipulated by the Lender from time to time.

1.2 Purpose of Loan

The Borrower covenants that the Loan or amount advanced will be utilized for the purpose as stated herein in the Schedule and for no other purpose and all the terms and conditions of sanction of the Loan will be duly observed.

1.3 Interest

1.3.1 The Borrower covenants with the Bank to pay interest on the Loan or such sum as may be due by the Borrower to the Bank from time to time at the rate and periodicity as mentioned in the Schedule hereunder written till the entire outstanding Loan amount and interest thereon is repaid by the Borrower.

1.3.2 The Borrower further agrees that the Bank shall be entitled to change the rate of interest, additional interest on overdue EMI and/ or periodicity of charging interest etc. as mentioned herein at any time by giving notice to the Borrower and/ or notifying on the notice board of the Bank or in the local Newspaper or on the Bank's website www.rblbank.com and shall thereafter be entitled to charge interest at the changed rate/ rests as if the same was provided for in this Agreement.

1.3.3 The Borrower shall reimburse or pay to the Lender such amount as may have been paid or payable by the Lender to the Central or State Government on account of any tax levied on interest (and/ or other charges) on the Loan by the Central or State Government. The Borrower shall make the reimbursement or payment as and when called upon to do so by Lender.

1.3.4 Additional Interest:

On occurrence of any Event of Default as specified hereunder including but not limited to delay or failure of the Borrower to pay any amount on the due date as provided in the Schedule hereunder written, the Bank reserves the right to impose additional interest at such rate as provided in the Schedule hereunder written. Such obligation to pay the additional/ default interest shall arise without the need for any notice thereof or demand therefore. It is hereby clarified that payment of any additional/ default interest shall not entitle the Borrower to delay the payments towards the amounts due in respect of the Loan. The Lender's right to charge additional interest shall not, in any manner whatsoever, impair or hinder the Lender's rights to seek recourse to any other remedies available with the Lender on occurrence of an Event of Default.

1.3.5 Increased Cost:

The Borrower agrees to pay to the Lender, the amount of any cost incurred by the Lender or any of its affiliates as a result of:

- a) the introduction of, or any change in, or any change in the interpretation, administration or application of, any law or regulation; and/ or
- b) compliance with any law or regulation made effective after the date of Schedule; and/ or
- c) additional solicitors and lawyer's fees or introduction of new or additional stamp duty, registration charges and other incidental expenses incurred or levied in connection with the Loan.

The terms "law" and "regulation" in this clause shall include, without limitation, any law or regulation, circular or notification concerning capital adequacy, prudential limits, liquidity, reserve assets or tax.

1.4 Fees, Charges, Duties and Taxes

1.4.1 It has been agreed between the Parties that processing fees, administrative fees, commitment charges, charges towards issuance of duplicate statements, cheque bouncing charges, late payment charges and such other charges as are specified in the Schedule hereunder written shall be payable on the sanctioned Loan amount by the Borrower. Further, it has been agreed that all taxes and duties including service tax are to be borne by the Borrower.

1.4.2 The Borrower shall bear and pay all such imposts, duties and taxes (including Interest, stamp duty and other taxes, if any) as may be levied from time to time by any Government or other authority with the sanction of law, pertaining to or in respect of the Loan amount. It has been agreed that the Borrower alone shall bear and pay the stamp duty and registration charges, if any, on all the Transaction Documents including this Agreement.

1.4.3 All sums payable by the Borrower under this Agreement shall be paid free of any restriction or condition and free and clear of and without any counter-claim, set off, deduction or withholding, whether on account of tax deductions, charges, stamp duty, liability or impost or otherwise, if any, and the Borrower agrees as follows:

- a) The Borrower shall make all payments to be made by it without any tax deduction, unless a tax deduction is required by law;
- b) The Borrower shall promptly upon becoming aware that it must make a tax deduction (or that there is any change in the rate or the basis of a tax deduction) notify the Bank accordingly;
- c) If a tax deduction is required by Law to be made by the Borrower, the amount of the payment due from the Borrower

- shall be increased to an amount which (after making any tax deduction) leaves an amount equal to the payment which would have been due if no tax deduction had been required;
- d) If the Borrower is required to make a tax deduction, the Borrower shall make that tax deduction and any payment required in connection with that tax deduction within the time allowed and in the minimum amount required by Law;
- e) Within 30 (Thirty) days of making either a tax deduction or any payment required in connection with that tax deduction, the Borrower shall deliver to the Bank evidence reasonably satisfactory to the Bank that the tax deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.
- 1.4.4 The Borrower shall reimburse all sums paid and/ or expenses incurred by the Lender in relation to the Loan within 30 (thirty) days as and when called upon to do so by the Lender or the Lender shall be entitled to include such amounts into the principal amount of the Loan and modify the EMIs and/ or tenure of the Loan as may be decided by the Lender. All such sums shall carry additional interest from date of payment till such reimbursement at the rate specified in the Schedule.
- 1.5 Drawdown/ Disbursement**
- 1.5.1 The Lender shall disburse the Loan as per the disbursement schedule provided in the Schedule hereto either in one lump sum or in suitable installments/ tranches after a disbursement request form is sent by the Borrower to the Lender. Disbursement shall be made in such mode and manner as provided in the Schedule.
- 1.5.2 It is further agreed between the Parties that where the declared end use or any integral part thereof, during the subsistence of this Agreement, is declared illegal or becomes illegal on account of any promulgation, amendment, modification or re-enactment of any statute, notification, circular or order etc., then this Agreement shall stand terminated from the date from which the declared end use or any integral part thereof has become illegal, and the Borrower shall be liable to repay the entire Loan amount along with accrued interest, costs, charges, levies etc. forthwith to the Lender.
- 1.5.3 After execution of this Agreement, the Borrower shall not be entitled to cancel the Loan or refuse to accept the disbursement of the Loan, except with the approval of the Lender and on payment to the Lender, of such cancellation charges or foreclosure charges as provided in the Schedule hereunder and as may be modified by the Lender from time to time. The Bank shall however have the right to terminate all and/ or any undrawn part of the Loan without giving notice to the Borrower. The Borrower shall be informed and intimated by the Bank of such termination of the undrawn amount of the Loan as soon as practicable by the Bank.
- 1.6 Balance Transfer (if applicable)**
- 1.6.1 In consideration of the Bank having provided loan facility to the Borrower for the Loan amount as mentioned in the Schedule to enable the Borrower to foreclose the loan amount outstanding with present financier/ Bank ("Financier") from which the loan is being transferred to the Bank.
- 1.6.2 In consideration of the Bank having granted the Loan to the Borrower, the Borrower hereby unconditionally confirm and acknowledge as under that there will be two Cheques issued by the Bank of which, (a) the 1st Cheque will be issued in the name of the Financier for takeover of the loan & (b) the 2nd Cheque for the incremental loan amount, which would be handed over to the Borrower only after providing the 1st cheque deposit receipt/ no dues certificate from the Financier for the takeover of the Facility.
- 1.6.3 The Borrower hereby agree to pay full EMI on the Facility availed by the Borrower i.e. both, the takeover amount & incremental amount from the date mentioned in the Schedule.
- 1.6.4 The Borrower agrees that in an event, if there is a difference in the takeover amount and the 1st Cheque disbursed by RBL Bank, then the difference between these two will be borne by the Borrower to close the loan taken over from the Financier.
- 1.6.5 The Borrower agrees that RBL Bank will have the right to cancel the Facility within 20 days of granting the Facility and immediately pay all the applicable charges/ interests if any, in the event of non-acceptance/ non encashment of the 1st Cheque in the name of the Financier. Such cancellation shall be subject to return of the cheque/ the amount remitted under

the 1st Cheque together with cancellation charges, as mentioned in the Schedule.

2 REPAYMENT/ PREPAYMENT

2.1 Repayment

- 2.1.1 The Loan (including but not limited to the principal, interest thereon and any other charges, expenses, interest, additional interest, premium, fees, taxes, levies or other dues payable by the Borrower to the Lender in terms of this Agreement) shall be repayable by the Borrower to the Lender at the place and in the manner provided in the Schedule hereunder written.
- 2.1.2 The EMI amount (as provided in the Schedule hereunder written) shall be arrived at so as to comprise repayment of principal and payment of interest calculated on the basis of the interest rate, periodicity of compounding, periodicity of repayment, periodicity of effecting credits in the account so as to aim repayment of the entire liability under the Loan at the end of its tenure and the Borrower agrees to continue paying EMIs until all amounts due under the Loan have been repaid in full to the Lender.
- 2.1.3 The Borrower(s) shall at all times maintain sufficient funds in his/ her/ their bank account(s) to ensure that the ECS/ NACH/ SI/ Post Dated Cheques, if any issued by the Borrower are not dishonored and the installments/ EMI are received/ realized by the Lender before the applicable due date.
- 2.1.4 No notice, reminder or intimation shall be given to the Borrower regarding its obligation to pay the amount payable hereunder on the due date and it shall be entirely the Borrower's responsibility to ensure prompt and regular payment of the amount payable by the Borrower to the Lender on the due date and in the manner provided in the Schedule.
- 2.1.5 All sums payable by the Borrower under this Agreement shall be paid free of any restriction or condition and free and clear of and without any counter claim, set off, deduction or withholding, whether on account of tax or otherwise.

2.2 Prepayment

- 2.2.1 The Lender may, in its sole discretion and on such terms as to pre-payment fees, etc., as it may prescribe, permit pre-payment/ acceleration of Instalments or pre-payment at the request of the Borrower, subject to the condition that the Lender may specify, from time to time, the minimum amount of prepayment/ amounts payable on account of acceleration of Instalments. If permitted by the Lender, the Borrower shall give prior written notice of its intention to pre-pay the full amount of the Loan and pay to the Lender such pre-payment charges as may be prescribed by the Lender from time to time.
- 2.2.2 Any pre-payment of any part of the Loan has to be made in accordance with the conditions specified by the Lender and subject to applicable prepayment charges which shall be levied on the Borrower by the Lender. Save and except as mentioned above, the Borrower shall not be entitled to make any pre-payment. Notwithstanding the above, if the Borrower pays any amount to the Lender before the due date, the Lender shall be entitled to appropriate the same in such manner as it deems fit. The Lender will give the Borrower credit for the same only on the due date and not before.
- 2.2.3 In the event the Lender permits any pre-payment, the repayment schedule may be altered by the Lender at the request of the Borrower and the Borrower agrees to adhere to the altered re-payment schedule.

2.3 Borrower's Liability

The Borrower's liability hereunder shall not be affected, terminated or prejudiced by any amendments to or changes in the Borrower's constitution or upon the Borrower becoming bankrupt or insolvent or any proceeding in respect thereof or any analogous step, but such liability shall continue in full force and effect and shall be binding on the Borrower's respective successors.

3 UNDERTAKING

- The Borrower hereby confirms and undertakes that (if applicable):
- 3.1 the Borrower has given irrevocable written instructions to his/ her Employer as detailed in Application Form ("Employer") to deduct the EMI every month from the Borrower's monthly salary and/ or any other amount receivable by the Borrower

- under the terms of the Borrower's engagement with the Employer and authorize the Employer to pay the same to the Bank, when demanded, till such time the whole of the outstanding under this Agreement is liquidated, and that such instructions will not be revoked without the Bank's prior written consent;
- 3.2 in case of default in payment of EMI by the Borrower, the Bank shall have priority charge on all the Borrower's terminal and unclaimed benefits as permissible under law payable to the Borrower by the Employer, and on all salary and/ or other amount received/ receivable to the Borrower by the Employer, and the Borrower has given irrevocable written instructions to the Employer and to the trustees to pay such terminal/ other benefits directly to the Bank;
- 3.3 the deductions towards the EMI's shall be paid to the Bank on/ before the date as specified in the Schedule every month; failing which additional interest per month on overdue EMI amount shall be charged as per Schedule;
- 3.4 in case of default by the Borrower in meeting the EMI obligation, additional interest per month on overdue EMIs shall be leviable by the Bank and in the event of default by the Employer to deduct the EMI's from the Borrower's salary and/ or any amount received by the Borrower in terms of the Borrower's engagement with the Employer, the Borrower shall be liable to pay the EMI's personally;
- 3.5 the Borrower shall execute in the Bank's favour any further writings, papers or documents as may reasonably be required by the Bank to safeguard the Bank's interest;
- 3.6 the Borrower shall not avail any personal loan from the Employer without prior written approval from the Bank/ Lender until the repayment of this Loan.
- 4 CONDITIONS PRECEDENT**
- 4.1 The Lender shall have the discretion to not disburse at any time, any amount under the Loan unless the following conditions are complied with in the sole discretion of the Lender:
- 4.1.1 The Loan Agreement and such other Transaction Documents are duly executed, and delivered to the Lender by the Borrower;
- 4.1.2 The Borrower shall have provided such information as may be called by the Lender in order to verify the credit worthiness of the Borrower;
- 4.1.3 The Borrower submits to the Lender, ECS/ NACH/ SI/ Post-dated Cheques towards repayment of all the installments;
- 4.1.4 The Borrower submits to the Lender, any other documents or writing including Power of Attorney in favour of the Lender, as the Lender may require in its sole discretion.
- 4.2 The Lender may not, having disbursed any amount, disburse any further amount under the Loan, unless the following conditions are complied with in the sole discretion of the Lender before such further disbursement:
- 4.2.1 No Event of Default as specified in clause 9 hereinafter shall have occurred;
- 4.2.2 The Borrower shall have produced evidence of the utilization of prior disbursements and also in respect of proposed disbursements;
- 4.2.3 The Borrower shall have produced his/ their periodic financial statements;
- 4.2.4 No extra ordinary circumstances shall have occurred, which in the sole opinion of the Lender may make it improbable for the Borrower or otherwise adversely affect his/ their capability of fulfilling any of the terms and conditions contained in this Agreement.
- 5 CONDITIONS AND COVENANTS**
- 5.1 In consideration of the Lender having advanced/ agreed to advance the Loan to the Borrower, the Borrower hereby undertakes that it shall comply with the following conditions and covenants during the Tenure of this Agreement and until full repayment of the amounts due under this Agreement:
- 5.1.1 **Affirmative Covenants**
- a) The Borrower shall comply with the following: (i) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all duties, authorizations, approvals, licenses and consents if any required to enable it to enter into and perform its obligations under this Agreement and to ensure the legality, validity, enforceability or admissibility in evidence of this Agreement; (ii) Use the said Loan for the Purpose for which it is sanctioned. (iii) Conduct the responsibilities towards his job/ employment to the best of its ability, in an orderly, efficient and customary manner.
- b) Promptly give written notice to the Lender of: (i) all litigation/ dispute/ action from/ against the Borrower from anyone (including any governmental or regulatory authority) materially affecting the Borrower, which is threatened and/ or likely to be filed and/ or filed, (ii) any Event of Default under the terms of this Agreement or of any document provided for herein.
- c) Promptly inform the Lender if the Borrower is on the verge of being declared as bankrupt/ insolvent.
- d) Pay all costs, charges and expenses in any way incurred by the Lender, including travelling and other allowances, such stamp duty, registration fees, other duties, taxes, charges and other penalties if and when the Borrower is required to pay according to the laws for the time being in force.
- e) Upon notice from the Lender, pay or reimburse to the Lender all legal charges, costs and expenses in any way incurred by the Lender in connection with or relating to this transaction.
- f) The Borrower shall ensure strict compliance of all applicable laws and statutory/ regulatory requirements, permissions, approvals, sanctions, conditions and requirements of the State or Central government/ local authorities.
- g) The Borrower shall furnish to the Bank all such information, statements, particulars, estimates and reports as the Bank may require from time to time.
- h) The Borrower hereby agrees and authorizes the Lender and/ or its regulator(s) or any third parties appointed by the Lender and/ or its regulator(s) to inspect the Borrower's residential premises and his/ her office premises. The Borrower shall reimburse all costs and expenses incurred by the Lender, its regulator(s), third parties appointed by the Lender or its regulator(s) for such purposes.
- i) The Lender shall have the right to withdraw/ modify all/ any of the sanction conditions or stipulate fresh conditions under intimation to the Borrower.
- j) The Borrower hereby agrees to accept as conclusive proof of the correctness of any sum claimed by the Bank to be due from the Borrower in respect of the said Loan, a statement of account made out from the books of the Bank and signed by an officer of the Bank, without production of any voucher, documents or other papers.
- k) The Borrower shall perform and execute, upon request of the Bank, such acts and deeds, as may be necessary to carry out the intent of this Agreement
- l) The Borrower covenants with the Bank that the Borrower shall appraise the Bank of the occurrence or likely occurrence of any event which is likely to affect the capacity of the Borrower to repay the said Loan or interest there on or likely to affect the Security for the said Loan or the obligations of the Borrower to the Bank in respect of the said Loan.
- 5.1.2 **Negative covenants:**
- Except with the prior written consent of the Lender, the Borrower shall not:
- a) Enter into borrowing arrangements either on secured or unsecured basis with any other person/ bank/ financial institution other than the Lender;
- b) Enter into any contractual obligations of a long-term nature affecting the Borrower financially to a significant extent;
- c) Diversity or leaving the employment with the Employer detailed in the Application Form;
- d) Use the Borrower's funds towards unrelated activity or invest the Borrower's funds in shares, debentures, deposits or other instrument of any entity.
- 5.2 Notwithstanding what has been stated herein or elsewhere, the Lender shall have the right to review the Loan and/ or any of the terms and conditions of this Agreement and/ or any of the Transaction Documents at such intervals as the Lender may deem fit in its absolute discretion.
- 6 BORROWER'S REPRESENTATIONS AND WARRANTIES**
- 6.1 Save and except to the extent already disclosed under this Agreement, the Borrower hereby represents, warrants and undertakes as follows:
- a) All information furnished by the Borrower to the Lender from time to time, is true and correct and shall be deemed to form part of the representations and warranties on the basis of which the Lender has agreed to provide the said Loan. There is no litigation/ proceedings pending against the Borrower and

- the Borrower is not at present aware of any facts likely to give rise to such litigation/ proceedings or to material claims.
- b) The execution of this Agreement has been and the execution of the Transaction Documents will be validly authorized and the obligations expressed as being assumed by the Borrower hereunder and under the Transaction Documents by the Borrower constitute and will constitute valid legal and binding obligations of the Borrower enforceable against the Borrower in accordance with their terms.
- c) Neither the execution and delivery hereof and of the Transaction Documents by the Borrower nor the performance or observance of any of obligations of the Borrower thereunder shall: (i) conflict with or result in any breach of law, statute, rule, order, trust, agreement or other instrument, arrangement, obligation or duty by which the Borrower is bound; or (ii) cause any limitation on any of the powers whatsoever of the Borrower however imposed.
- d) The Borrower has all the requisite legal power and authority to execute this Agreement and to carry out the terms, conditions and provisions, hereof and will not contravene any provision of, or constitute a default under, any other arrangement or instrument to which it is a part or by which it or its property may be bound.
- e) The Borrower is not in default under any law, rule, regulation, order, mortgage, trust, instrument, agreement or other instrument, arrangement, obligation or duty by which the Borrower is bound.
- f) The Borrower and its related party is of good financial standing and in a position to meet its ongoing obligations and has not been served with (or threatened with) a notice of insolvency or bankruptcy.
- g) The Borrower(s) has/ have been included in any list of defaulters by any regulatory/ statutory authority and/ or banks and/ or financial institutions and/ or non-banking financial companies etc.
- h) No Event of Default (as defined hereinafter) or potential Event of Default has occurred and/ or is in existence or continuing.
- 6.2 The Borrower undertakes to the Lender that the Borrower shall make arrangements satisfactory to the Lender for meeting shortfall, if any, in the resources of the Borrower for repayment of the said Loan.
- 6.3 The Borrower shall be deemed to repeat the representations and warranties contained in this clause on each day until the date of repayment of the entire amount due hereunder.
- 6.4 The Borrower does hereby agree, undertake, record, declare, admit, assure, promise, acknowledge and confirm to abide by, accept, satisfy, fulfill, carry out, perform and comply fully with all the terms, conditions, requirements, sanctions, provisions and stipulations or any amendments or modifications therein made or to be made by the Bank at any time or from time to time in its discretion concerning any of the Loan limits or accounts without any reference, notice or intimation by the Bank in that behalf.
- 6.5 It is agreed by the Borrower, that without prejudice to any rights of the Bank, all acts/ steps as are necessary for the Bank to take in order to monitor the Loan and utilization thereof and/ or to recover amounts due to the Bank or any part or portion thereof, shall and/ or may be carried out by and/ or through such other person (including a company, a firm or body corporate) as may from time to time be appointed by the Bank in respect thereof. The Bank will at all times be entitled to share with any such other person that may thus be appointed by the Bank, all documents, statements of accounts and other information of whatsoever nature pertaining to the Borrower and/ or the said Loan. Further, the Borrower expressly recognizes and accepts that the Bank shall have full power and authority to appoint one or more third parties of the Bank's choice and to transfer or delegate to such third parties, the right and authority to collect on behalf of the Bank, all unpaid amounts and to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto.
- 7 DISCLOSURE OF INFORMATION**
- The Borrower consents to disclosure by the Lender of information and data relating to the Borrower, the said Loan, the obligations assumed or to be assumed by the Borrower in

- relation to the said Loan and default, if any, committed by the Borrower in discharge thereof and accordingly:
- a) agrees and consents to the disclosure by the Lender of all or any such information and data relating to it, the said Loan, and default, if any, committed by it in discharge of such obligations as the Lender may deem appropriate and necessary to disclose and furnish to Reserve Bank of India ("RBI") and to the Credit Information Bureau (India) Ltd. ("CIBIL") and any other agency authorized in this behalf by the RBI or any other applicable agency including collection/ service agency as the Lender may deem fit.
- b) declares that the information and data furnished by it to the Lender is true and correct as of the date such information and data was provided to the Lender or, where such information and data relate to a specific date or period, on such date or in respect of such period;
- c) undertakes that RBI, CIBIL and any other agency so authorized may use and process the said information and data disclosed by the Lender in the manner as deemed fit by them and 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 the RBI in this behalf.

8 EVENTS OF DEFAULT

- 8.1 Notwithstanding anything contained herein or in any Transaction Documents executed by/ to be executed by the Borrower in the Lender's favour, the Lender shall at its option declare the said Loan and all of the obligations of the Borrower to the Lender hereunder, immediately due and payable, after giving a notice of 7 (seven) days to the Borrower, irrespective of any agreed maturity, upon the happening of any of the following events ("**Events of Default**"). In any of the following Events of Default, the Borrower shall be entitled to demand payment of the entire amount then outstanding in respect of the said Loan, as if the period for repayment has expired and shall also be entitled, on failure to pay the interest at the end of each month to debit it to the Borrower's accounts and capitalize the amount of such interest as if such amount was a fresh loan advanced by the Bank to the Borrower and shall be entitled to charge like interest thereon, in addition to charging additional interest at the rate mentioned in the Schedule hereunder written from the date of default to the date of payment of entire overdue amount with interest.
- 8.2 The following event/ s, either singly or together shall constitute an Event of Default, that is to say:
- 8.2.1 Default in payment by the Borrower of any installment/ s of principal amount, Interest, commission, service charges, expenses or any other monies due and payable and/ or any amount due under this Agreement, on demand by the Lender;
- 8.2.2 Any representation or information given by the Borrower in terms of the Agreement, the Transaction Documents or as may be called upon by the Lender and any representations or statements, made or deemed to be made, or any undertaking(s) given by the Borrower are found to be misleading, incorrect or false, materially affecting the continuation of the Loan or the Borrower commits or threatens to commit any breach or repudiates or threatens to repudiate or there is default in performance of any other covenant, condition or stipulation on the part of the Borrower under this Agreement or any Transaction Documents;
- 8.2.3 Non-submission by the Borrower of any documents or information as may be reasonably called upon by the Lender to assess and determine that the Borrower is sound and its operations are conducive to the interest of the Borrower or its creditors;
- 8.2.4 Any proceeding or imminent threat of proceeding initiated against the Borrower, by any party under laws of insolvency or under any other statutory provision(s) or law(s) applicable to the Borrower which may lead to its declaration as insolvent or bankrupt;
- 8.2.5 The Borrower is or becomes unable to pay its debts or the Borrower is, in the opinion of the Lender, threatened with takeover by any other entity, individual or group of individuals;
- 8.2.6 If there is a commission of an act of insolvency/ the Borrower suspends payment to any creditors or threatens to do so/ any insolvency petition of by, or against the Borrower is filed;
- 8.2.7 If any Governmental or other license, approval, authorization, consent or exception, required to enable the Borrower to

- perform any of its obligations under this Agreement, is withdrawn or modified or if it becomes unlawful for the Borrower to perform any of its obligations under this Agreement, or if the business of the Employer is taken over or suspended or ceased to carry on all or a material part of Employer's business;
- 8.2.8 If the Borrower opts to discontinue his/ their profession or close down his/ their business/ trade for any reason whatsoever;
- 8.2.9 A moratorium, standstill, or similar suspension of payments in respect of the indebtedness, whether internal or external, of the Borrower, has been or may in the reasonably foreseeable future be declared by the government, RBI or any other governmental agency of the Borrower or the Lender;
- 8.2.10 Cross Default: (a) If the Borrower defaults or threatens to default in discharging its liability, under any other agreement or other writing between the Borrower and the Lender, or under any other agreement with the other creditors, or in the performance of any covenant, term or undertaking thereunder; or (b) If the Borrower suspends or threatens to suspend any payment to any creditor when due or any creditor of the Borrower becomes entitled to declare any sums due and payable prior to the date on which it would otherwise have become due; or (c) any financial indebtedness including any money borrowed or raised, receivables sold or discounted or any other transaction entered into by the Borrower having the commercial effect of borrowing or any guarantee or indemnity given by the Borrower (hereinafter together collectively referred to as "financial indebtedness") is/ are not paid when due nor within any originally applicable grace period; or
- 8.2.11 The Borrower causes to undertake any action, event or step, which directly or indirectly, causes any change in the representations and warranties made by the Borrower under this Agreement or any other Transaction Documents without the prior written approval of the Lender, or there are any circumstances which in the sole judgment of the Lender are prejudicial to the interest of the Lender;
- 8.2.12 If the Borrower commits a breach of or default under any of the Transaction Documents;
- 8.2.13 If the Borrower fails to comply with any of the conditions and/ or covenants stipulated in this Agreement;
- 8.2.14 If the Borrower fails to create the Security or give ECS/ NACH/ SI/ Post Dated Cheques or submit additional documents to the Lender as provided herein;
- 8.2.15 If the Borrower fails to sign and execute such documents, papers, writing or such additional documents, papers or writing as required and called upon within 10 days from the date of intimation by the Lender during the tenure of this Agreement, till the time all amounts hereunder are repaid to the satisfaction of the Lender;
- 8.2.16 If any circumstance or event occurs which in the opinion of the Lender is prejudicial to or impairs or imperils or jeopardises or is likely to prejudice, impair, imperil, or jeopardise or adversely affect in any manner, the ability/ capacity of the Borrower to perform or comply with its obligations hereunder to repay the Loan;
- 8.2.17 If the Loan amount or any part thereof is utilized for any purpose other than the Purpose for which it is sanctioned by the Lender;
- 8.2.18 If any extra-ordinary circumstances shall have occurred, which shall make it impossible for the Borrower to fulfill any of its obligations hereunder.
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.
- 8.3 Consequences of default**
- 8.3.1 The Borrower agrees and acknowledges that the following consequences shall forthwith ensue upon the occurrence of an Event of Default:
- a) Repayment of the Loan shall be accelerated and all amounts due including the entire amount of the Loan outstanding and all accrued Interest due thereon, irrespective of schedule of repayment shall become forthwith payable by the Borrower to the Lender and the Security created in favour of the Lender shall become forthwith enforceable in accordance with the terms of this Agreement and the Transaction Documents and nothing herein contained shall be deemed to affect or prejudice the rights or powers of the Lender to demand repayment of the Loan and all monies due and payable by the Borrower under this Agreement;
- b) In addition to the above, the Lender shall be entitled to adopt criminal and/ or civil proceedings against the Borrower, including but not limited to for dishonour of cheques under Section 138 of the Negotiable Instruments Act.
- c) The Lender shall be entitled, without any prior or further notice to disclose to the Reserve Bank of India, Credit Information Bureau (India) Ltd. or any other authority or any other third person, the name/ identity of the Borrower and the fact of the Borrower having committed the act of default with full details thereof.
- 8.4 Nothing herein contained shall prejudice any other security, present or future or any right or remedy available to the Bank against the Borrower(s) liable to pay or contribute towards the recovery of the moneys due by the Borrower to the Bank hereunder.
- 9 ATTORNEY**
- 9.1 For all or any of the aforesaid purposes, on the occurrence of an Event of Default, the Borrower hereby irrevocably appoints the Lender as its attorney or attorneys, and in the name and on behalf of the Borrower, to execute and do all acts, deeds and things which the Borrower is authorised to execute and do under the covenants and provisions herein contained and generally to use the name of the Borrower in the exercise of all or any of the powers under this Agreement and the Transaction Documents or by law conferred upon the Lender and also to execute on behalf of the Borrower at the cost of the Borrower, the powers hereunder or by law conferred on the Lender and also to execute on behalf of the Borrower at the cost of the Borrower, such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove.
- 9.2 The Borrower covenants with the Lender to ratify and confirm all acts or things made, done or executed by any attorney as contemplated by clause 1 above.
- 10 BANKERS' LIEN/ SET OFF/ RIGHT TO DEBIT**
- 10.1 The rights, powers and remedies given to the Lender by this Agreement shall be in addition to all rights, powers and remedies given to the Lender by virtue of any other security, statute or rule of law. The Lender may exercise a banker's lien or right of set-off against all monies and other property of the Borrower and documents now or hereafter in the possession of or on deposit with the Lender, whether held in a general or special account or deposit, or for safe keeping or otherwise; and every such lien and right of set off may be exercised without demand upon or notice to the Borrower with respect to any obligation of the Borrower to the Lender in the same manner as if the obligation were unsecured and shall have a lien on all property/ credit balance in any other account of the Borrower or securities of the Borrower in the Lender's possession or custody whether for safe-keeping or otherwise. If upon demand by the Lender, the amounts due under the Loan are not repaid within the prescribed time, then credit balance in any account of the Borrower may be adjusted towards the amounts due. In case of any deficit, the deficit amount may be recovered by the Lender from the Borrower.
- 10.2 The Bank shall be entitled at any time and from time to time without any notice, reference or intimation to the Borrower and without the Borrower's consent to adjust, appropriate or set off any credit balance or any part thereof due or to become due to the Borrower in any of Borrower's current, savings, term deposit or any deposit account or any account whatsoever at any of the Bank's branches in the Borrower's name with or without joint names of any other persons or before or after the maturity dates thereof towards satisfaction or part satisfaction of outstanding dues. Notwithstanding the Bank's decision/ action/ policy, if any, to reverse any debit entry or not to debit interest or not to make any debit entry in Bank's books or in ledger account or in statement of account or any account, for any period whatsoever, the Borrower shall be bound and liable to pay jointly and severally to the Bank, the entire outstanding, debit balance and compound interest thereon with monthly rests till the date of realization, recovery or collection by the Bank of all such amounts plus interest, interest tax, additional interest, liquidated damages, commission, costs, charges and expenses at such rates as

may be prevailing or fixed or to be fixed by the Bank from time to time without any reference, notice or intimation by the Bank at any time whatsoever.

10.3 The Security created hereunder or under any other credit facilities provided by the Lender to the Borrower under any other agreements shall continue to secure the deficit without prejudice to the right of the Lender to demand immediate repayment of the amounts due from time to time under the Loan in terms of this Agreement. If any Interest remains unpaid on the date it is due and payable then all the unpaid Interest on the due date, at the option of the Lender shall be debited on the due date from the account of the Borrower at any of its branches in India.

11 INDEMNITY

The Borrower undertakes to indemnify and keep the Lender and its officers/ employees fully indemnified and harmless, from and against all the consequences of breach of any of the terms, conditions, statements, undertakings, representations and warranties of this Agreement as also of any of its representations or warranties not being found to be true at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs and also any and all loss, damage or other consequences which may arise or result from giving the Loan to the Borrower or performing any service to the Borrower thereunder (hereinafter referred to as "Claims"), faced, suffered or incurred by the Lender. The Borrower hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts and omissions on the part of the warranties and/ or representations of the Borrower. Similarly, in the event of any Claims being made on the Lender, on account of any breach of warranty, representation, non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made by Borrower or its employees, agents, being false, the Borrower undertakes to pay on first demand made by the Lender of any amount on this account without any demur, reservation, contest, protest whatsoever within **seven working** days of the demand being made.

12 CANCELLATION AND TERMINATION

The Lender may, in its sole discretion cancel and terminate the Loan and recall the entire amount due, without any prior intimation to the Borrower, if in the opinion of the Lender, any Event of Default has occurred or is likely to occur, or if it becomes unlawful for the Lender to disburse or continue the Loan to the Borrower or if it becomes unlawful for the Borrower to comply with any of its obligations under any of the Transaction Documents. The disbursement having been made by the Lender, the Borrower shall not be entitled to cancel and/ or terminate this Agreement. As regards the Borrower, this Agreement shall be in full force and effect and shall not be terminated till the Loan account is closed and all outstanding thereon satisfied in full, nor shall it be treated as merged into, or modified or altered due to execution of any other documents hereafter.

13 LENDER'S RIGHT TO ASSIGN

The Borrower shall not assign or transfer any of its rights, duties or obligations under this Agreement except with the prior written permission of the Lender. The Borrower expressly recognizes and accepts that the Lender shall be absolutely entitled and shall have full power and authority to do the collection of dues under this Agreement, sell, assign or transfer by novation or otherwise, in any manner, in whole or in part this Agreement/ Transaction Documents, and in such manner and on such terms as the Lender may decide, (including reserving a right to the Lender to retain its power thereunder to proceed against the Borrower on behalf of the purchaser, assignee or transferee) and any or all outstanding dues of the Borrower to any third party of the Lender's choice without any further reference or intimation to the Borrower. Any such action and any such sale, assignment or transfer shall bind the Borrower to accept such third party as creditor exclusively or as a joint creditor with the Lender as the case may be.

14 WAIVER

14.1 No implied waiver or impairment

No delay or omission of the Lender in exercising any right, power or remedy accruing to the Lender upon any default hereunder or under any Transaction Documents shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Lender in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Lender in respect of any other defaults, nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights and remedies of the Lender herein provided are cumulative and not exclusive of any rights or remedies provided by law, in equity, or in any of the other documents.

14.2 Express Waiver

A waiver or consent granted by the Lender under this Agreement will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

15 AMENDMENT

The Lender shall have the right to withdraw/ modify all/ any of the sanction conditions or stipulate fresh conditions under intimation to the Borrower. This Agreement and any other documents referred to herein, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings in respect of the subject matter hereof, except for those provisions of the schedule, agreements, security documents (if any) issued or executed prior to this Agreement which are in addition to and complement to, and are not the same or in conflict with, the terms of this Agreement.

16 RECORDS

The Lender has a right to hold all the Transaction Documents and any other information exchanged between the Lender and the Borrower under this Agreement even after expiry or termination of this Agreement or for such period as may be specified from time to time for fulfilling any regulatory/ internal policy obligations/ guidelines including Anti-Money Laundering related requirements.

17 NOTICES

Any demand or notice to be made or given to the Borrower may be made or given by leaving the same at or posting the same by post in an envelope under certificate of posting addressed to the Borrower at their place of business, residence or office and every such demand or notice shall be deemed to be received as the case may be at the time at which it is left or at the time at which it should have been delivered in the ordinary course of post.

18 HEADINGS

The headings of the clauses are inserted for convenience of reference only and shall not be deemed to affect the construction of the provisions of this Agreement.

19 PROVISIONS SEVERABLE

Every provision contained in this Agreement shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

20 ARBITRATION, GOVERNING LAW & JURISDICTION

20.1 This Agreement and the Transaction Documents shall be governed by the laws of India. The Parties hereto expressly agree that all disputes arising out of and/ or relating to the Loan, the Security, this Agreement and the other Transaction Documents shall be subject to the exclusive jurisdiction of the courts and tribunals of the city/ place in which the branch of the Bank from where the disbursement has been made is situated, provided that the exclusivity aforesaid shall bind the Borrower and the Bank shall be entitled to pursue the same in any other court and/ or tribunal of competent jurisdiction at any other place. The Bank shall be entitled to refer the dispute to the Debts Recovery Tribunal under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993.

20.2 The Borrower hereby confirms that where the applicable jurisdiction is not the Debt Recovery Tribunal under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993, in such event, the disputes, differences, claims between the Parties hereto arising out of this Agreement, the same shall be referred to the sole arbitrator duly appointed by the Bank. The arbitration shall be held in accordance with the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof. The arbitration shall be conducted either at Mumbai or Delhi only. The language to be used in the arbitral proceedings shall be English. The arbitration award shall be final and binding on all of the Parties.

21 RELATIONSHIP

The relationship between the Lender and the Borrower as lender and borrower shall commence from the date of this Agreement and subsist until all monies due and payable by the Borrower to the Lender under this Agreement and in all other documents pursuant hereto shall have been fully paid to and received by the Lender. All rights and powers conferred on the Lender by this Agreement shall be in addition and

supplemental to any rights the Lender has as a creditor against the Borrower under any law for the time being in force and shall not be in derogation thereof.

22 STAMP DUTY

The Borrower alone shall be responsible for and shall bear and pay the stamp duty and registration charges, if any, on all the Transaction Documents including this Agreement.

23 INCONSISTENCY

This Agreement shall always be read with the Schedule hereunder written, sanction letter (if any), and all other agreements and documents executed or to be executed by the Parties hereto and interpreted accordingly. It is expressly agreed that the other Transaction Documents shall be read as part and parcel of this Agreement and all such covenants, stipulations and obligations as are required to be performed or observed by the Borrower in pursuance of the other Transaction Documents and all such powers and rights as are conferred upon the Lender thereunder shall be deemed to be set out, required or conferred by this Agreement.

SCHEDULE

(Details of Credit Facilities)

Description of Borrower:

| Name | S/o / D/o / W/o | Address |
|------|-----------------|---------|
| | | |

Description of Co-borrower:

| Name | S/o / D/o / W/o | Address |
|------|-----------------|---------|
| | | |

Key Fact Statement:

| | |
|-----------------|---|
| Type of Loan | <input type="checkbox"/> Personal Instalment Loan (Salaried) <input type="checkbox"/> Salary Overdraft (OD) Facility |
| Purpose of Loan | |
| Place | |
| Date | |

| | | |
|---|--|--|
| 1 | Loan amount/ Overdraft Facility limit | |
| 2 | Loan/ Facility term | |
| 3 | Interest type (fixed or floating) | Fixed |
| 4 | (a) Interest chargeable (In case of Floating Rate Loans) | (a) Not applicable |
| | (b) Interest chargeable # (In case of Fixed Rate Loans) | (b)% p.a. |
| 5 | Date of reset of interest | Not applicable |
| 6 | Mode of communication of changes in interest rates | Not applicable |
| 7 | Fee payable* | |
| | a On application (PI individually specify all type of fee) | a) Processing Fee% of loan amount at the time of disbursal. b) Agreement franking charges as per actuals. |
| | b During the term of the loan (PI individually specify all type of fee) | a) Duplicate Interest And Principal Certificate - Rs.250/ - b) Cheque swapping charges - Rs.250/ - c) Bounce Cheque charges - Rs.250/ - d) CIBIL Report charges - Rs.50/ - |
| | c On foreclosure (PI individually specify all type of fee) | a) 5% of Principal outstanding below 12 months and 3% of Principal outstanding post that. b) No foreclosure before 6 months on book. c) NIL foreclosure charges if 12 EMIs paid without any bounce and foreclosure is using <u>Own funds</u> . |

| | | | |
|----|---|---|--|
| | d | Fee refundable if loan not sanctioned/ disbursed | Not applicable |
| | e | Conversion charges for switching from floating to fixed interest and vice-versa | Not applicable |
| | f | Penalty for delayed payments | 2% additional interest per month on overdue EMI amount/ In case of OD facility 2% additional interest per month on overutilisation of limit. |
| 8 | Other Conditions | | No Part Prepayment is allowed in this loan. |
| 9 | EMI payable for Term Loan | | |
| 10 | Date of commencement of EMI for Term Loan | | |
| 11 | Date of Repayment of Interest on Overdraft limit | | On or before last date of every month |
| 12 | Mode of Repayment | | ECS/ NACH/ SI/ Post Dated Cheques (PDC) |
| 13 | No. of Advance EMI (if applicable)** | | |
| 14 | Advance EMI amount (if applicable)** | | |
| 15 | Insurance Premium (if applicable) | | |
| 16 | Details of security/ collateral obtained | | Not applicable |
| 17 | Date on which annual outstanding balance statement will be issued | | On demand by the customer |

***Applicable taxes extra for all fees and charges**

**Advance EMI Amount (where applicable) shall be treated as Collateral and shall be adjusted towards payments of the last installment(s) of the loan where applicable. The bank shall not pay any interest on the advance installment amount.

For loans with tenure upto 3 years the interest rate has been calculated on the basis of the Marginal Cost of Funds based Lending Rate (MCLR) with maturity equal to the loan tenure.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed on the day, month and year first hereinabove written.

SIGNED AND DELIVERED BY

1. Shri/ Smt. _____ (Borrower)

2. Shri/ Smt. _____ (Co-borrower)
The **Borrower(s)**

AND

Signed Sealed & Delivered by
RBL Bank Limited,

Shri / Smt. _____