

Loan Against Property Term Loan Documentation

Note:

This legal documentation is devised for specific Retail Banking Multiple Credit Facilities (Term Loan/ Overdraft) against Property Product where Borrower is one or more of the following entities singly or jointly:

- (a) Individual,
- (b) Proprietary firm,
- (c) Partnership firm,
- (d) Company,
- (e) Trust,
- (f) Society.

This legal documentation is further to Sanction Letter.

This legal documentation is not to be used for any other product.

FACILITY AGREEMENT

THIS FACILITY AGREEMENT (hereinafter referred to as the “**Agreement**”) made at the place and on the date as more particularly mentioned in the Schedule hereunder written,

By

The Borrower, details whereof are more particularly as described in the **Schedule** hereunder written 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, where the Borrower is an individual, his / her heirs, executors and administrators; where the Borrower is a partnership firm, the partner or the partners for the time being of the said partnership firm, the survivor of them and the heirs, executors and administrators of the partners; where the Borrower is a company, its successors and assigns; where the Borrower is a Sole Proprietary Firm, the Sole Proprietor and his/her heirs, executors and administrators; where the Borrower is a Limited Liability Partnership, the partner or the partners for the time being of the said Limited Liability Partnership, his/her/their heirs, executors, administrators, successors and permitted assigns of the firm; where the Borrower is a trust, the trustees for the time being and from time to time of the trust and the survivors or survivors of them and the heirs, executors and administrators of the last survivor of them and the heirs, executors and administrators of the last survivor of them; where the Borrower is a society registered under the applicable laws relating to societies, its successors in interest and permitted assigns) of the **ONE PART**;

IN FAVOUR OF

RBL BANK LIMITED, a company incorporated in India under the Indian Companies Act, 1913, having its registered office at “Shahupuri”, Kolhapur – 416 001, Maharashtra, its corporate 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 hereunder written, hereinafter referred to as the “**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 Bank shall be hereinafter singularly referred to as the “**Party**” and collectively referred to as the “**Parties**”.

WHEREAS:

- A. The Borrower has requested the Bank to provide to the Borrower, the Facility (as defined hereunder and more particularly set out in the Schedule hereunder written) for the Purpose stated in the Schedule hereunder written;
- B. Pursuant to the request for grant of credit facilities made by the Borrower to the Bank, the Bank had issued its sanction letter, details whereof are specified in the Schedule hereunder written (hereinafter referred to as the “**Sanction Letter**”) to the Borrower and in pursuance thereof, the Bank has granted/agreed to grant the credit facility upto the maximum amount as more particularly provided in the Schedule hereunder written (hereinafter referred to as the “**Facility**”) to the Borrower, upon the Borrower agreeing to repay the dues under the Facility with interest and other charges as hereinafter mentioned and on the Borrower agreeing to comply with the terms and conditions contained herein in addition to the other terms and conditions stipulated by the Bank in the Sanction Letter 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 Facility 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. DEFINITIONS AND INTERPRETATION

1.1. Definitions:

- 1.1.1. “**Additional Interest**” shall have the same meaning as ascribed to the term in clause 2.3.7 of this Agreement;
- 1.1.2. “**Borrower’s Dues**” means and includes the outstanding principal amount of the Facility, Interest on the Facility, Additional Interest, penal interest, all fees, costs, charges, expenses, stamp duty (including registration and filing charges, if any and taxes of any description whatsoever as may be levied from time to time by the Government or other authority) and all other sums whatsoever payable by the Borrower to the Bank in accordance with the terms of this Facility and Transaction Documents, as well as all other monies whatsoever stipulated in or payable by the Borrower in respect of the Facility;
- 1.1.3. “**Business Day**” means a day on which the lending office of the Bank is open for business and excludes Sundays and public holidays as defined under the Negotiable Instruments Act, 1881;
- 1.1.4. “**Due Date**” means the date(s) on which any amounts in respect of the Borrower’s Dues including the principal amounts of the Facility, Interest and/or any other monies, fall due as specified in the application form, Sanction Letter and/or the terms of the Facility and the other Transaction Documents;
- 1.1.5. “**EMI**” or “**Equated Monthly Installment**” shall mean the amount of monthly payment necessary to amortise the Facility

- with Interest, over the tenure of the Facility, comprising both the principal amount and the Interest thereon;
- 1.1.6. “**Guarantor**” means the person(s) named in the Schedule to this Agreement who has/have given / shall give the Guarantee and where such person(s) is/are individual(s), it shall mean and include his/her/their respective heirs, representatives, successors, executors, administrators, where such person(s) is/are a partnership firm, it shall mean and include the partner(s) from time to time of the firm, the survivor(s) of them and the heirs, executors, administrators, legal representatives and successors of the partners, where such person is a company incorporated under the relevant companies act, or any other body corporate, it shall mean and include its successors and assigns;
- 1.1.7. “**Guarantee**” means the irrevocable and unconditional guarantee in favour of the Bank issued or to be issued by the Guarantor in form and manner satisfactory to the Bank to secure the obligations of the Borrower under this Agreement;
- 1.1.8. “**Interest**” shall mean the amounts chargeable on the Facility at the rate agreed between the Parties and specifically mentioned in the Schedule hereunder written being such amount(s) payable by the Borrower against the use of the principal amount of the Facility disbursed;
- 1.1.9. “**Material Adverse Effect**” shall mean a material adverse effect on or a material adverse change (in the judgement of the Bank in (a) the business, operations, property, assets, condition (financial

(Borrower Signature)

(Co-borrower(s) Signature)

or otherwise) or prospects of the Borrower or the Guarantor; (b) the ability of the Borrower or the Guarantor to enter into and to perform its obligations under this Agreement or any other related document to which the Borrower and/or the Guarantor is or will be a party; or (c) the validity or enforceability of the Agreement or any other related document or the rights or remedies of the Bank thereunder; and shall also mean and include any event whether domestic or international, which in the sole opinion of the Bank could adversely affect the capacity of the Borrower to repay the Facility;

- 1.1.10. **“Prepayment”** means premature repayment of amounts due under the Facility or part thereof, before the Due Date, which the Borrower shall be entitled to make in accordance with the terms and conditions laid down by the Bank in that behalf and as in force at the time of such premature repayment;
- 1.1.11. **“Property”** means residential/commercial/industrial immovable property, described in the Schedule hereunder written, which is owned/jointly owned by the Borrower/Co-Borrower, against which or on the basis of the security (by way of mortgage or otherwise) over which the Bank has agreed to advance the Facility;
- 1.1.12. **“Purpose”** means the purpose for which the Facility is availed by the Borrower and which is more specifically mentioned in the Schedule hereunder written;
- 1.1.13. **“Security”** shall mean any security interest as may be created or agreed to be created by the Borrower in favour of the Bank, including inter alia by way of mortgage created over the Property and the Guarantee to be executed in favour of the Bank, with intention to secure the repayment of the Borrower’s Dues and all the obligations of the Borrower under this Agreement;
- 1.1.14. **“Transaction Documents”** includes all writings and other documents executed or entered into or to be executed or entered into, by the Borrower or, as the case may be, any other person, in relation to, or pertaining to the Facility and each such transaction document as amended from time to time, including but not limited to the application form, Sanction Letter, this Agreement and the Security documents.

1.2. Interpretation:

In this Agreement, unless the context otherwise requires:

- 1.2.1. Words using the singular or plural number also include the plural or singular number, respectively;
- 1.2.2. Words of any gender are deemed to include the other gender;
- 1.2.3. The pronouns “he”, “she”, “it” and their cognate variations are used as inter changeable and should be interpreted in accordance with the context;
- 1.2.4. Reference to the word “include” shall be construed without limitation;
- 1.2.5. The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or specified Clauses or Schedules of this Agreement, as the case may be;
- 1.2.6. The term “Clause” refers to the specified Clause of this Agreement;
- 1.2.7. Any reference to any statute or statutory provision shall include:
- a) All subordinate legislations made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated from time to time) and any retrospective amendment; and
- b) Such provision as may from time to time be amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to the transaction entered into under this Agreement and (to the extent liability there under may exist or can arise) shall include any past statutory provision (as amended, modified, re-enacted or consolidated from time to time) which the provision referred to has directly or indirectly replaced;
- 1.2.8. References herein to any agreement or document shall include such agreement or document as amended, modified or supplemented from time to time;
- 1.2.9. The Schedule/s hereto shall constitute an integral part of this Agreement;
- 1.2.10. The index, bold typeface, headings and titles herein are used for convenience of reference only and shall not affect the construction of this Agreement;

1.2.11. Unless a contrary intention appears or the context otherwise requires or is otherwise specified herein, any term or expression used but not defined herein but defined in any other Transaction Document shall have the same meaning as is attributed to it in that Transaction Document. Any term or expression used but not defined herein or in the other Transaction Documents shall have the same meaning attributable to it under applicable law;

1.2.12. Time is of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence. When any number of days is prescribed herein, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day which is a Business Day. Any time period specified herein shall exclude the time period taken to obtain approvals under applicable law;

1.2.13. the “winding-up”, “bankruptcy”, “dissolution” or “insolvency”, of a company or corporation shall be construed so as to include, without limitation, any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of temporary or permanent suspension of payment, liquidation, winding-up, reorganisation, dissolution, judicial management, administration, arrangement, adjustment, protection or relief of debtors and whether voluntary or involuntary.

2. FACILITY AND TERMS OF THE FACILITY

2.1. Facility

Based upon the Borrower’s request, representations, warranties, covenants and undertakings as contained herein and in the loan application form as well as Sanction Letter and other Transaction Documents, by the Borrower in relation to the Facility, the Bank has agreed to make available to the Borrower and the Borrower has agreed to avail from the Bank, the Facility in the manner and on the terms and conditions mentioned in this Agreement and the Schedule hereunder written. The Facility shall be granted for the Purpose and the tenure as provided in the Schedule hereunder written. In consideration of the Facility being provided by the Bank, 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 Bank from time to time.

2.2. Purpose of Facility

The Facility has been granted exclusively for the Purpose as more particularly provided in the Schedule hereunder written. The Borrower covenants that the Facility or amount advanced will be utilized for the Purpose as stated herein and for no other purpose and all the terms and conditions of sanction of the Facility will be duly observed. Any deviation from such Purpose, shall entitle the Bank to withhold any subsequent disbursements and/or recall any amount(s) that may have been disbursed by the Bank to the Borrower.

2.3. Interest

2.3.1. The Borrower covenants with the Bank to pay Interest on the Facility 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 all the Borrower’s Dues are repaid by the Borrower. Interest on the Facility shall begin to accrue from the date of first disbursement of the Facility without the Bank concerning itself with the receipt of such disbursement by the Borrower/ beneficiary/recipient and also with the realization of the pay order/ demand draft or the time taken for such realization.

2.3.2. The Borrower further agrees that the Bank shall at any time and from time to time be entitled to change the rate of Interest, Additional Interest and/or periodicity of charging interest etc. as mentioned herein at any time by displaying the same on the website of the Bank (www.rblbank.com) or in the local newspapers or notify such changes to the Borrower, in the mode and manner specified in the Schedule hereunder written and shall thereafter be entitled to charge interest at the changed rate / rests as if the same was provided for in this Agreement. Such display or publication by the Bank of change in rate of Interest to the

(Borrower Signature)

(Co-borrower(s) Signature)

Borrower constitute sufficient notice and shall be binding on the Borrower and Guarantor/s.

- 2.3.3. In case of floating rate of Interest, if there is change in Interest rates, the Bank may, at its sole discretion: (i) change the tenure of the Facility and EMI would remain constant or (ii) EMI amount would change and tenure would remain unchanged or (iii) change the tenure of the Facility as well as the EMI amount. In such event, the Borrower shall submit new/fresh mandate for SI/ECS/NACH authorizing the payment to the Bank.
- 2.3.4. Without prejudice to the Bank's rights, Interest as aforesaid and the other amounts payable by the Borrower shall be charged / debited to the Borrower's Facility account on the respective Due Date thereof and shall be deemed to form part of the Borrower's Dues. Such Interest and other amounts shall, accordingly attract Interest at the same rate as applicable to the Facility in terms of this Agreement until payment thereof.
- 2.3.5. Notwithstanding anything to the contrary, if the Borrower makes any excess payment in a particular month, the same will not be reduced from the total Interest committed/payable by the Borrower. Excess payments will be adjusted in the principal amount due as per the Bank's discretion.
- 2.3.6. **Computation of Interest**
All Interest (including Additional Interest) and all other charges, including any interest on costs, charges, expenses, foreclosure charges (if any) shall accrue from day to day and shall be computed on the basis of a year of 365 (three hundred and sixty five) days and actual number of days elapsed. However, in the event the Borrower intends to foreclose the Facility, the Interest would be calculated upto the date of actual foreclosure.
- 2.3.7. **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 including Interest 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 Interest shall arise without the need for any notice thereof or demand therefor. It is hereby clarified that payment of any Additional Interest shall not entitle the Borrower to delay the payments towards the amounts due in respect of the Facility. The Bank's right to charge Additional Interest shall not, in any manner whatsoever, impair or hinder the Bank's rights to seek recourse to any other remedies available with the Bank on occurrence of an Event of Default.
Such Additional Interest shall be charged /debited to the Borrower's Facility account on the respective Due Dates and shall be deemed to form part of the Borrower's Dues.
- 2.3.8. **Increased Cost**
The Borrower agrees to pay to the Bank, the amount of any cost incurred by the Bank or any of its affiliates as a result of:
- the introduction of, or any change in, or any change in the interpretation, administration or application of, any law or regulation; and/or
 - compliance with any law or regulation made effective after the date of the Sanction Letter; and/or
 - 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 Facility.
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.
- 2.4. **Interest Reset**
- 2.4.1. The rate of Interest stipulated will be subject to revision and shall be reset, depending on the change in the Marginal Cost of Funds Based Lending Rate ("MCLR") of the Bank or depending on the directives of Reserve Bank of India from time to time.
- 2.5. **Fees, Charges, Duties and Taxes**
- 2.5.1. It has been agreed between the Parties that processing fees, administrative fees, charges towards issuance of duplicate statements, cheque bouncing charges, late payment charges and all such other charges as are specified in the Schedule hereunder written shall be payable on the sanctioned Facility amount by the Borrower. Further, it has been agreed that all taxes and duties including service tax are to be borne by the Borrower. The Borrower shall also bear and pay all costs and expenses (including

legal costs between legal counsel and Bank) on a full indemnity basis incurred and or to be incurred by the Bank for investigation of title to any Property offered as security and for the preparation, execution, preservation, performance, enforcement and realization of the Borrower's Dues, Transaction Documents and other instruments creating and/or evidencing the creation of any Security for the Facility as also any other instruments required in connection with the Facility.

- 2.5.2. 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 Facility amount.
- 2.5.3. The Borrower shall reimburse or pay to the Bank such amount as may have been paid or payable by the Bank to the Central or State Government on account of any tax levied on interest (and/or other charges) on the Facility by the Central or State Government. The Borrower shall make the reimbursement or payment as and when called upon to do so by the Bank.
- 2.5.4. The Borrower shall also bear all the tax, toll, duties, levies, cess or any other tax as may be imposed by the central government, state government, judicial, quasi judicial or any municipal authorities, which may be chargeable on the Property described in the Schedule hereunder written and if required shall also be liable to reimburse all such taxes, tolls, duties, levies, cess, etc. to the Bank.
- 2.5.5. 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 deductions, charges, stamp duty, liability or impost or otherwise, if any, and the Borrower agrees as follows:
- The Borrower shall make all payments to be made by it without any tax deduction, unless a tax deduction is required by law;
 - 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;
 - 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;
 - 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 shall be made within the time allowed and in the minimum amount required by law;
 - 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.
- 2.5.6. The Borrower shall reimburse all sums paid and/or expenses incurred by the Bank in relation to the Facility within 30 (thirty) days as and when called upon to do so by the Bank or the Bank shall be entitled to include such amounts into the principal amount of the Facility and modify the EMIs and/or tenure of the Facility as may be decided by the Bank. All such sums shall carry Additional Interest from date of payment till such reimbursement at the rate specified in the Schedule.
- 2.5.7. All fees, charges and other monies payable/paid by the Borrower in relation to the loan application, Transaction Documents, all writings and other documents executed or entered into, by the Borrower, or, as the case may be, by any other person(s) in relation, or pertaining to the Facility are non refundable in nature.
- 2.5.8. The Borrower acknowledges that an upfront fee has been paid by the Borrower as an application fee or such fees as stipulated in the Schedule hereunder written. The Borrower agrees and acknowledges that the disbursement of the Facility shall be subject to the payment of the processing fee and other charges including but not limited to interest tax, stamp duty, costs and other charges, as mentioned in the Schedule, which the Borrower shall reimburse to the Bank in addition to the Facility and Interest accrued thereon. The Borrower further acknowledges that the processing fee is non-refundable even in case the Borrower does not avail the Facility.
- 2.6. **Drawdown/Disbursement**
- 2.6.1. The Bank shall disburse the Facility in the mode and manner specified in the Schedule hereunder written and as per the disbursement schedule as may be provided by the Bank to the

(Borrower Signature)

(Co-borrower(s) Signature)

Borrower in their sole discretion, either in one lump sum or in suitable installments/tranches after a disbursement request form is sent by the Borrower to the Bank. Decision of the Bank to make disbursement shall be final, conclusive and binding upon the Borrower. The Borrower shall acknowledge the receipt in the form required by the Bank, of each amount disbursed. However, the disbursement in any event shall be deemed to have been made on the date of disbursement by way of cheque, pay order or transfer to his operating account as the case may be. Interest on the Facility will begin to accrue in favour of the Bank as and from the date of each disbursement of the Facility.

In case the Borrower delays or does not drawdown the entire Facility within such period as may be notified by the Bank to the Borrower, at the sole discretion of the Bank, then the Bank, shall nonetheless be entitled to (i) reduce the availability of the amounts of the Facility and/or (ii) encash the PDC's on the respective dates and/or (iii) act upon the standing instructions ("SI"), deduct the account of the Borrower through ECS or NACH or otherwise as the case may be and/or (iv) suspend or cancel further disbursements of the Facility.

2.6.2. 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 Facility amount along with accrued Interest, costs, charges, levies etc. forthwith to the Bank. In such circumstances, the Bank shall be entitled to withhold any further disbursements.

2.6.3. On execution of this Agreement, the Borrower shall not be entitled to cancel the Facility or refuse to accept the disbursement of the Facility, except with the approval of the Bank and on payment to the Bank, of such cancellation charges or foreclosure charges as stipulated by the Bank. The Bank shall however have the right to terminate all and/or any undrawn part of the Facility without giving notice to the Borrower and without assigning any reason for the same. The Borrower shall be informed and intimated by the Bank of such termination of the undrawn the Facility as soon as practicable by the Bank.

3. AMORTIZATION / REPAYMENT

3.1. The Borrower will amortize the Facility as stipulated in the Schedule hereunder written, subject to any other changes in such amortization as communicated later in writing by the Bank to the Borrower. However, in the event of delay or advancement, for any reason whatsoever, in the disbursement of the Facility, the Due Date of payment of first EMI shall in such case be the corresponding day of the following months to the day currently stated in the Schedule hereunder written.

3.2. The date of commencement of EMI shall be as intimated by the Bank from time to time or as included in the Sanction Letter or Schedule hereunder written.

3.3. Notwithstanding anything contained hereinabove the Bank shall have the right at any time and from time to time to review and/or reschedule the repayment terms of the Facility or of the outstanding amount thereof in such manner as the Bank may at its sole discretion decide. In such an event the Borrower shall follow the repayment schedule as revised by the Bank for the amount outstanding at such time. The Bank may vary its MCLR from time to time in such a manner including as to the tenure of the Facility as the Bank may deem fit in its discretion.

3.4. The Borrower agrees that the repayment of the Borrower's Dues shall be payable at the place where the branch of the Bank is situated or such other branch notified by the Bank to the Borrower by way of PDC and/or SI and/or ECS and/or NACH, details whereof are mentioned in the Schedule hereunder written. The Borrower agrees that the amount shall be remitted to the Bank on the Due Date of EMI. In the event of any dishonour of PDC/SI/ECS/NACH instruction, the Borrower agrees to pay a dishonour charge as mentioned in the Schedule hereunder written, in addition to any Additional Interest that may be levied by the Bank.

- 3.5. In the event of any variation in:
- a) the date of payment of EMIs; or
 - b) the amount of Interest, principal or EMIs; or
 - c) the numbers thereof,

The Borrower agrees and undertakes to forthwith issue fresh PDCs/ECS/SI/NACH instructions to the Bank as may be required by the Bank.

3.6. In case if any amount is prepaid by the Borrower, the same shall be adjusted first towards the incidental charges, Additional Interest, EMI outstanding and balance towards the principal amount of the Facility.

3.7. The Bank shall have the right to require the Borrower to furnish such information/documents concerning his employment, trade, business or profession at any time and the Borrower shall furnish such information/documents immediately.

3.8. 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 Facility at the end of its tenure and the Borrower agrees to continue paying EMIs until all the Borrower's Dues have been repaid in full to the satisfaction of the Bank.

3.9. Advance EMI amount (where applicable and as specified in the Schedule hereunder written) shall be treated as collateral and shall be adjusted towards payments of the outstanding instalments of the Facility or overdue charges where applicable. The Bank shall not pay any interest on the advance EMI amount.

3.10. The Borrower shall at all times maintain sufficient funds in his/her/their bank account(s) to ensure that the SI/ECS/NACH/PDCs, if any, issued by the Borrower are not dishonoured and the installments/ EMI are received/realized by the Bank before the applicable Due Date.

3.11. 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 Bank on the Due Date and in the manner provided in the Schedule hereunder written.

3.12. All sums payable by the Borrower under this Agreement shall be paid in full promptly and in a timely manner, 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, without any demur, protest or default.

3.13. Prepayment

a) The Bank may, in its sole discretion and on such terms as to prepayment fees, etc., as provided in the Schedule hereunder written, permit prepayment/acceleration of EMIs or prepayment at the request of the Borrower, subject to the fact that the Bank may specify, from time to time, the minimum amount of prepayment/amounts payable on account of acceleration of EMI. If permitted by the Bank, the Borrower shall give prior written notice of at least 15 (fifteen) days of its intention to prepay the full amount of the Facility and pay to the Bank such prepayment charges as provided in the Schedule hereunder written or as may be prescribed by the Bank from time to time.

b) The Borrower agrees that no prepayment shall be made during the first 6 (six) months from the date of first disbursement or till the Facility is fully disbursed, whichever is later. Any prepayment of any part of the Facility has to be made in accordance with the conditions specified by the Bank and subject to applicable prepayment charges which shall be levied on the Borrower by the Bank. Save and except as mentioned above, the Borrower shall not be entitled to make any prepayment. Notwithstanding the above, if the Borrower pays any amount to the Bank before the Due Date, the Bank shall be entitled to appropriate the same in such manner as it deems fit. The Bank will give the Borrower credit for the same only on the Due Date and not before.

(Borrower Signature)

(Co-borrower(s) Signature)

- c) In the event the Bank permits any prepayment, the repayment schedule may be altered by the Bank at the request of the Borrower and the Borrower agrees to adhere to the altered repayment schedule.
- 3.14. **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/any of the Borrower group's ownership or management or in its constitution, or amendment in any constituent documents by any winding-up, liquidation, bankruptcy/insolvency, dissolution of firm, retirement or death of any of the partners of the firm, reorganization or any similar process or 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. In case the Borrower is an individual, after the death/insanity/insolvency of the Borrower, the Borrower's Dues shall be the liability of the Borrower's heirs, executors, administrators and liquidators.
- 4. CONDITIONS PRECEDENT**
- 4.1 The Bank shall have the discretion to not disburse at any time, any amount under the Facility unless the following conditions are complied with to the satisfaction of the Bank, in the sole discretion of the Bank:
- 4.1.1 The Facility Agreement and such other Transaction Documents are duly executed, and delivered to the Bank by the Borrower;
- 4.1.2 The Security shall have been duly created in favour of the Bank and the charge created in favour of the Bank shall be notified and registered with the concerned authority;
- 4.1.3 The Borrower procures in favour of the Bank, a Guarantee from the Guarantor/s as provided in the Schedule hereunder written, for guaranteeing repayment of the outstanding Borrower's Dues in full;
- 4.1.4 The Borrower shall have provided such information as may be called for by the Bank in order to verify the creditworthiness of the Borrower. The Borrower shall meet the Bank's requirement of creditworthiness. The Bank shall be entitled to make or cause to be made inquiries of such nature as the Bank may deem fit of the creditworthiness of the Borrower. The Bank shall be further entitled to call for such credentials from the Borrower as may be required to prove the creditworthiness of the Borrower;
- 4.1.5 The Borrower submits to the satisfaction of the Bank, all such documents for verification as are required to be provided under the Bank's policies;
- 4.1.6 The Borrower submits to the Bank, post dated cheques/ECS/NACH/SI towards repayment of all the instalments;
- 4.1.7 The Borrower submits to the Bank, any other documents or writing including declarations, affidavit cum undertakings and power of attorney in favour of the Bank, as the Bank may require in its sole discretion;
- 4.1.8 No Event of Default as specified in clause 13 hereinafter shall have occurred or be reasonably expected to occur;
- 4.1.9 The Borrower submits to the satisfaction of the Bank, proof of practice of profession or vocation, trade license/ proof of business standing and shall have produced his/their periodic financial statements;
- 4.1.10 No extraordinary circumstances shall have occurred, which in the sole opinion of the Bank 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;
- 4.1.11 The Borrower shall, prior to receiving the disbursement of the Facility, have utilised his own contribution, i.e. the cost of purchase of the Property less loan availed/to be availed from the Bank unless specified by the Bank. The proof of such contribution is to be submitted in original to the Bank;
- 4.1.12 The Borrower shall have demonstrated to the complete satisfaction of the Bank and / lawyers of the Bank that the Borrower has an absolute, clear and marketable title to the Property and that the Property is absolutely unencumbered and free from any liability and prior charges whatsoever and is capable of being mortgaged, on first and exclusive charge basis in favour of the Bank;
- 4.1.13 Any disbursement of the Facility and/or any tranche thereof shall, at the time of request, be required immediately by the Borrower for the sole and exclusive Purpose of the Borrower, and the Borrower shall produce such evidence of the proposed utilization of the proceeds of the disbursement of the Facility or any tranche thereof as is satisfactory to the Bank as and when required by the Bank;
- 4.1.14 The Borrower shall have executed and delivered a demand promissory note in favour of the Bank for the amount of the Facility;
- 4.1.15 The Borrower shall have satisfied the Bank to the effect that there is no action, suit, proceedings or investigation pending or to the knowledge of the Borrower, or is threatened by or against the Borrower, before any court of law or Government authority or any other competent authority, or no winding up, insolvency proceedings or investigation are pending/ initiated against the Borrower, which might have a Material Adverse Effect on the financial and other affairs of the Borrower or which might put into question the validity or performance of this Agreement and/or other Transaction Documents executed by the Borrower in favour of the Bank or in any manner jeopardize the Security to be created in favour of the Bank.
- 4.1.16 The Borrower shall provide to the Bank the valuation report of the Property from the valuer approved by the Bank;
- 4.1.17 The Borrower shall have assigned in favour of the Bank, the insurance policy(ies) in respect of the Property as required by the Bank;
- 4.1.18 Before any drawal of the Facility is made by the Borrower and as condition precedent to the drawal of the Facility, the Borrower shall conduct the title search of the Property at its own cost and shall submit to the Bank the title search report of the Property to the satisfaction of the Bank and also provide all the documents and co-operate with the Bank to enable the Bank to independently satisfy itself as regards the title of the said Property;
- 4.1.19 The Borrower shall comply with the directions of the Bank in respect of any other requirements connected with the Facility or in connection with the Property and which the Bank may at its own discretion deem necessary and direct the Borrower to comply with;
- 4.1.20 The Borrower executes, obtains, submits and complies with, any other documents and/or conditions as may be prescribed by the Bank from time to time, including in terms of the directions passed by RBI.
- 5. SECURITY**
- 5.1. The Borrower agrees to create security interest on the Property by way of mortgage of the Property in such form and manner as may be required by the Bank to secure repayment of the Borrower's Dues.
- 5.2. The Facility shall also be secured inter alia by the Guarantee executed by the Guarantor(s) being the person/entity mentioned in the Schedule hereunder written.
- 5.3. The Borrower shall, as and when called upon by the Bank, during the tenure of this Agreement, execute and deliver to the Bank, such irrevocable power(s) of attorney and/or declarations in the form and manner acceptable to the Bank, empowering the Bank to create and enforce the Security.
- 6. ADDITIONAL SECURITY**
- 6.1. In the event the Bank stipulates the creation of additional security over the receivables accruing out of the Property, the Borrower shall execute such deed of hypothecation or other documents as may be required by the Bank to the satisfaction of the Bank, from time to time as may be prescribed by the Bank.
- 6.2. In the event that the Security furnished by the Borrower is found to be insufficient/ incorrect in value, the Borrower shall be directed to furnish additional security as may be required by the Bank. Notwithstanding the above, in the event the Security furnished by the Borrower is subsequently found to be of inferior value to that as declared by the Borrower, the Facility may be recalled/repayment of the Facility may be accelerated by the Bank with immediate effect.
- 7. CONTINUING SECURITY**
- 7.1. All Security furnished by the Borrower to the Bank in connection with the Facility shall remain a continuing security to the Bank and the same shall be binding upon the Borrower.

(Borrower Signature)

(Co-borrower(s) Signature)

- 7.2. The Borrower agrees that the Security shall not be discharged/released by intermediate payment by the Borrower or any settlement of accounts by the Borrower till such time as all the Borrower's Dues are fully paid to the satisfaction of the Bank and the Bank consents to give a discharge/release in respect of the Security in writing to the Borrower.
- 7.3. The Security shall be in addition to and not in derogation of any other security, which the Bank may at any time hold in respect of the Borrower's Dues and shall be available to the Bank until all accounts between the Bank and the Borrower in respect of the Facility are ultimately settled.
- 8. CONDITIONS AND COVENANTS**
- 8.1. In consideration of the Bank having advanced the Facility 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 Facility Agreement:
- 8.1.1. **Affirmative Covenants**
The Borrower shall comply with the following:
- 8.1.1.1. Use the said Facility for the Purpose for which it is sanctioned. In case the Borrower fails for any reason to utilise the Facility for the said Purpose or utilizes any part of the said Facility for any purpose other than the said Purpose, the Bank shall be entitled to rescind this Agreement on that ground and to recall the Facility on 15 (fifteen) days' notice in writing to the Borrower.
- 8.1.1.2. Maintain and preserve its corporate existence (where applicable) and all rights and privileges enjoyed, to conduct to the best of its ability, its business in an orderly, efficient and customary manner.
- 8.1.1.3. Promptly give written notice to the Bank of:
- 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,
 - any Event of Default under the terms of this Agreement or of any document provided for herein;
 - any dispute which might arise between the Borrower and any person or any governmental body or authority relating to or concerning the Property;
 - any distress or execution being levied against the Property;
 - any material circumstances affecting the ability of the Borrower to repay the Facility in the manner stipulated in this Agreement.
- 8.1.1.4. Promptly inform the Bank of any application for winding up (whether voluntary or otherwise), having been made or of any statutory notice of winding up received by the Borrower under the provisions of the Companies Act, 1956/2013 or any other notice under any other Acts or otherwise of any suit or legal processes or proceedings intended to be filed/initiated/filed against the Borrower for appointment of a receiver in respect of any of its assets or business or undertaking.
- 8.1.1.5. Pay all costs, charges and expenses in any way incurred by the Bank, 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, and in the event of the Borrower failing to pay such stamp duty, other duties, taxes and penalties, as aforesaid, the Bank will be at liberty (but shall not be obliged) to pay the same and the Borrower shall reimburse the same to the Bank on demand with Interest thereon at the same rate as on defaulted EMIs in respect of the Facility as specified hereinabove with monthly rests from the date of payment and until such reimbursement by the Borrower. The Borrower shall pay inspection charges, commitment charges and all other applicable charges.
- 8.1.1.6. Upon notice from the Bank, pay or reimburse to them all legal charges, costs and expenses in any way incurred by them in connection with or relating to this Agreement, including cost towards searches, travelling allowances, drafting, stamping and registration of the Transaction Documents, obtaining any other requisite approvals as may be applicable and the fees of the Bank's legal counsel.
- 8.1.1.7. 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.
- 8.1.1.8. To provide regular certification by a Company Secretary/Chartered Accountant, regarding compliance of various statutory prescriptions as per the Reserve Bank of India ("RBI") guidelines issued from time to time, on a quarterly basis.
- 8.1.1.9. The Borrower shall not undertake expansion/diversification without obtaining prior written permission of the Bank and without proper tie-up of funds. Similarly, no investments shall be made in affiliates/associate company /group companies/ allied concerns without the Bank's prior written permission.
- 8.1.1.10. The Borrower shall furnish to the Bank all such information, statements, particulars, estimates and reports as the Bank may require from time to time as to the compliance with the terms of this Agreement and shall also submit to the Bank, in form and detail satisfactory to the Bank, the financial statements at such intervals and time, as may be prescribed/required by the Bank from time to time.
- 8.1.1.11. The Borrower shall comply with the reporting requirements (including semi-annual compliance certificates, annual (audited) and semi-annual financial statements, notices of default, notices of material litigation, and such other information and such access to the Borrower's properties, books and records as the Bank may reasonably request).
- 8.1.1.12. The Borrower shall provide quarterly, unaudited financial statements within 30 (thirty) days of the close of relevant quarter and audited financial statements within 6 (six) months of year end and drawing power statements on a monthly basis.
- 8.1.1.13. The Borrower hereby agrees and authorizes the Bank and/or its regulator(s) or any third parties appointed by the Bank and/or its regulator(s) to inspect the Borrower's premises and/or books of accounts and the said Property. The Borrower shall reimburse all costs and expenses incurred by the Bank, its regulator(s), third parties appointed by the Bank or its regulator(s) for such purposes.
- 8.1.1.14. The Bank shall have the right to withdraw/modify all/any of the sanction conditions or stipulate fresh conditions under intimation to the Borrower.
- 8.1.1.15. The Borrower will maintain the Property purchased/completed in good order and condition and all necessary repairs, additions and improvements thereto will be made during the currency of the Facility and that the Borrower will ensure that the value of the Property does not diminish.
- 8.1.1.16. The Borrower shall notify the Bank of any change in the Borrower's employment, business or profession. In the event the Borrower is self-employed, the Borrower hereby undertakes to keep the Bank informed about the financials of his business on a regular basis as may be notified to him by the Bank.
- 8.1.1.17. The Borrower shall notify the Bank of any change in its residential status within 15 (fifteen) days of such change.
- 8.1.1.18. The Borrower shall duly and punctually comply with all the terms and conditions of holding the Property and all the rules, regulations, bye-laws, etc., of the concerned co-operative society, association, company or any other competent authority, and pay such maintenance and other charges for the upkeep of the Property as also any other dues, etc., as may be payable in respect of the Property and/or of the use thereof.
- 8.1.1.19. The Borrower shall ensure that the Property is at all times, insured against fire, earthquake, flood, storm, tempest or typhoon and other hazards, as may be required by the Bank, with the Bank being made the sole beneficiary under the policy/ies, for a value as required by the Bank and produce evidence thereof to the Bank from time to time and wherever called upon to do so. While any moneys are due or outstanding under this Agreement, the Borrower shall ensure that the insurance policy/ies wherein the Bank is the sole beneficiary are valid, subsisting and operative by complying with the terms of issue of such insurance policy/ies including the timely payment of the premium for such policy/ies and agree to produce the necessary proof/receipts of such validity/subsistence to the Bank whenever required.
- 8.1.1.20. The Borrower shall promptly inform the Bank of any loss or damage to the Property due to any act of God or damage or other risks against which the Property may not have been insured.
- 8.1.1.21. The Borrower shall pay all municipal taxes, ground rent and such other municipal and local charges in accordance with the municipal laws and regulations.
- 8.1.1.22. The Borrower shall on the Bank's request do, perform and execute such acts, deeds, matters and things as the Bank may consider necessary either to perfect the Security provided for or to carry out the intent of this Agreement.
- 8.1.1.23. The Borrower shall confirm that the true copies of the document submitted for the purpose of the Facility are genuine. The Bank may at any time, call for or require verification of originals of

(Borrower Signature)

(Co-borrower(s) Signature)

any/all such copies. Any such copy in possession of the Bank shall be deemed to have been given only by the Borrower.

- 8.1.1.24. The Borrower shall duly and punctually comply with all the terms and conditions applicable (including its constitution documents, rules, regulations and bye laws of the concerned entity) and do all such acts as required for holding the Property as its lawful owner and continuing in possession thereof.
- 8.1.1.25. The Borrower agrees, confirms and acknowledges that the Borrower has exercised due care and caution (including, where necessary, obtaining of advise of tax/legal/accounting/financial/other professionals) prior to taking of the decision, acting or omitting to act, in respect of financing and/or the Property and further agrees, confirms and acknowledges that the Bank is not responsible for any delay in construction/giving of possession/completion/renovation of the Property including where the Bank may have approached/sanctioned or otherwise provided by the Borrower any information in respect of the builder/developer/seller of the Property.
- 8.1.1.26. The Borrower agrees, confirms and acknowledges that the documents pertaining to acquisition of Property as entered into by the Borrower or executed for and on behalf of the Borrower which is the subject matter of the Facility are valid and subsisting during the tenure of the Facility, subject to the terms of this Agreement, and the legal and beneficial ownership of the Property shall continue being in the name of the Borrower during the tenure of the Facility subject to the terms of this Agreement.
- 8.1.1.27. The Borrower confirms that the Borrower's title to the said Property is clear and marketable and free from all doubts and encumbrances.
- 8.1.1.28. The Borrower shall bear all costs of making good any deficit in stamp duty on the documents executed by the Borrower in relation to the Facility and/or Security created by the Borrower in favour of the Bank.
- 8.1.1.29. The Borrower agrees that any security provided by the Borrower to the Bank under any other credit facility shall be available to the Bank under this Agreement upon the occurrence of an Event of Default under this Agreement and vice versa.
- 8.1.1.30. The Borrower agrees to furnish such number of PDCs to the Bank as may be required.
- 8.1.1.31. The Borrower shall at all times during the continuance of the Facility, maintain the loan to value ratio (hereinafter referred to as "LVR") as indicated in the Schedule hereunder written or as may be communicated by the Bank from time to time. In case LVR breaches the value as indicated in the Schedule or as communicated to the Borrower, the Bank may require the Borrower to restore the LVR and the Borrower shall make up the difference either by payment in cash to the Bank or by causing the delivery to the Bank of additional Security, acceptable to the Bank, of the value necessary to make up the amount of shortfall within 30 days. If the Borrower fails to restore the LVR with additional security in the manner as aforesaid, the Bank shall be entitled to sell or redeem the Property which are forming part of Security for the Facility.
- 8.1.1.32. The valuation of the Property done by the Bank shall be conclusive proof of the value of such Property and shall be binding on the Borrower. The Borrower agrees to accept such valuation done by the Bank without any demur or protest.
- 8.1.1.33. The sale/redemption proceeds shall be applied in reduction of the indebtedness of the Borrower to the Bank, in such order as the Bank deems fit.
- 8.1.1.34. In addition, the Bank shall be entitled, but not obligated to, and the Borrower does hereby authorize the Bank to take on behalf of the Borrower all actions deemed necessary to mitigate any loss or preserve the Property or the Security.
- 8.1.2. **Negative covenants:**
Except with the prior written consent of the Bank, the Borrower shall not:
- 8.1.2.1. Effect any change in its capital structure including inter alia any change taking place in the ownership or control of the Borrower whereby the effective beneficial ownership or control of the Borrower will change;
- 8.1.2.2. Make any change whatsoever in the constitution of the Borrower, during the continuance / validity of this Agreement, which shall impair or discharge any of the obligations of the Borrower under this Agreement;
- 8.1.2.3. Permit any transfer of the controlling interest or make any drastic change in the shareholding pattern and management set-up of the Borrower/Borrower group;
- 8.1.2.4. Diversify or change the line of business or effect any material change in the management of the business of the Borrower;
- 8.1.2.5. Undertake any expansion or make any capital expenditure other than those estimated/projected;
- 8.1.2.6. Enter into borrowing arrangements either on secured or unsecured basis with any other person/bank/financial institution other than the Bank;
- 8.1.2.7. Undertake guarantee obligations on behalf of any other person/borrower/organization and shall also ensure that none of the Borrower/Borrower group undertakes any such guarantee obligations on behalf of any other person/borrower/organization;
- 8.1.2.8. Enter into any contractual obligations of a long term nature affecting the Borrower financially to a significant extent;
- 8.1.2.9. Declare and/or pay any dividend on its share capital whether equity or preference, or withdraw profits, during any financial year, unless the Borrower has repaid to the Bank, the complete amounts due and other monies payable under these presents upto and during that year;
- 8.1.2.10. Amend its memorandum and articles of association or alter its capital structure in a manner prejudicial to the interest of the Bank and only to the extent that it impairs the capacity of the Borrower to repay the Facility;
- 8.1.2.11. Use the Borrower's funds towards unrelated activity or invest the Borrower's funds in shares, debentures, deposits or other instrument of any entity;
- 8.1.2.12. Enter into an arrangement or compromise with creditors or shareholders or merger, amalgamation, consolidation, structuring, restructuring, or sell of its unit or major property;
- 8.1.2.13. Withdraw or allow to be withdrawn any monies brought in by the promoters and directors or relatives and friends of the promoters or directors of the Borrower;
- 8.1.2.14. Use the Facility for any speculative purpose, anti social purpose or a purpose other than that stated herein;
- 8.1.2.15. Let out or give on leave or licence or otherwise howsoever part with the possession of the Property or any part thereof;
- 8.1.2.16. Sell, mortgage, lease, surrender or otherwise howsoever alienate, encumber or create any third party interest in the Property or any part thereof;
- 8.1.2.17. Make and/or allow to be made any material alterations and/or additions in the Property;
- 8.1.2.18. Enter into any agreement or arrangement with any person, institution or local or Government body for the use, occupation or disposal of the Property or any part thereof;
- 8.1.2.19. Change use of the Property provided that if the Property is used for any purpose other than residential/commercial purpose stated therein, in addition to any other action which the Bank might take, the Bank shall be entitled to charge, in its sole discretion, such higher rate of interest as it might fix in the circumstances of the case;
- 8.1.2.20. Amalgamate or merge the Property or any of his/its/their other property with any other adjacent property nor shall the Borrower create any right of way or any other easement on the Property;
- 8.1.2.21. Execute any document, such as power of attorney, or any other similar or other deed, in favour of any person to deal with the Property in any manner;
- 8.1.2.22. Effect any oral or other partition of the Property or enter into any family arrangement;
- 8.1.2.23. Leave India for employment or business or for long term stay abroad without fully repaying the Borrower's Dues including prepayment charges as contained in the Schedule hereunder written. If the Borrower becomes a Non Resident Indian, the Borrower agrees to repay the Facility in accordance with the rules, regulations, guidelines and norms of the RBI;
- 8.1.2.24. Enter into any agreement for cancellation of/cancel the sale deed/agreement for sale entered into by the Borrower for the purchase of the Property.
- 8.2. Notwithstanding what has been stated herein or elsewhere, the Bank shall have the right to review the Facility and/or any of the terms and conditions of this Agreement and/or any of the Transaction Documents at such intervals as the Bank may deem fit in its absolute discretion.

(Borrower Signature)

(Co-borrower(s) Signature)

9. BORROWER'S REPRESENTATIONS AND WARRANTIES

- 9.1. Save and except to the extent already disclosed under this Agreement, the Borrower hereby represents, warrants and undertakes as follows:
- 9.1.1. All information furnished by the Borrower to the Bank 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 Bank has agreed to provide the said Facility. The Borrower shall notify in writing to the Bank of any circumstances affecting the correctness of any of the particulars provided by the Borrower to the Bank, immediately on the happening or occurrence of such circumstance.
- 9.1.2. 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.
- 9.1.3. The execution on behalf of the Borrower of this Agreement has been and the execution on behalf of the Borrower 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.
- 9.1.4. 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, or on the right or ability of the directors of the Borrower where the Borrower is a company to exercise such powers to be exceeded.
- 9.1.5. 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 the carrying out of the terms, conditions and provisions and the execution and delivery of this Agreement by the Borrower has been duly authorized by all requisite action, and will not contravene any provision of, or constitute a default under, any other arrangement or instrument to which it is a party or by which it or its Property may be bound.
- 9.1.6. The Borrower or related party 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.
- 9.1.7. The Borrower and its related party is/are 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 and no petition has been filed or action initiated by the Borrower or any of the Borrower's creditors or any outside party towards the Borrower's insolvency or bankruptcy or winding up or for declaration or registration as sick under Sick Industrial Companies (Special Provisions) Act, 1985 or any other similar legislation in force.
- 9.1.8. The copies, certified by the Borrower's company secretary or authorized signatory or Managing Director, of the Certificate of Incorporation and the Memorandum and Articles of Association of the Borrower are true and effective and the Borrower shall not during the currency of this Agreement cause any alteration to be made in any of them without prior notification to and written consent of the Bank.
- 9.1.9. The Borrower has not taken any action and no other steps have been taken or legal proceedings started by or against it in any court of law for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of the Borrower or of any or all of its assets.
- 9.1.10. Neither the Borrower nor any of its partners/directors/promoters (as applicable) 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.
- 9.1.11. The Borrower has obtained the necessary permissions, sanctions, approvals and consents for carrying on its business. The said permissions, approvals and consents are in force and subsisting and the Borrower undertakes to strictly comply with all such permissions.
- 9.1.12. No Event of Default (as defined hereinafter) or potential Event of Default has occurred and/or is in existence or continuing.

- 9.1.13. The Borrower has furnished to the Bank, its latest audited Balance Sheet. The financial position of the Borrower has not been affected by losses or other material changes, thereafter.
- 9.1.14. The Borrower undertakes to the Bank that the Borrower shall make arrangements satisfactory to the Bank for meeting shortfall, if any, in the resources of the Borrower for repayment of the said Facility.
- 9.1.15. The provisions herein contained do not in any manner whatsoever conflict with the provisions of the Trust Deed, Memorandum and Articles of Association of the Borrower, bye-laws or other governing document or any judgment, decree or order or any statute, rule or regulation applicable.
- 9.1.16. The Borrower assures the Bank that the Borrower has absolute clear and marketable title to the Property and that the Property is absolutely unencumbered and free from any liability whatsoever.
- 9.1.17. The Borrower shall continue to remain in occupation/possession of the Property and shall not part with the possession thereof either partly or wholly until the Borrower's Dues have been repaid in full to the satisfaction of the Bank.
- 9.1.18. The Purpose for which the Facility is taken is not illegal, speculative or nefarious.
- 9.1.19. The Borrower assures that subsequent to the application there has been no material change, which would affect the acquisition of the Property/ construction of a dwelling unit on the land comprising the Property or the grant/ provision of Facility by the Bank to the Borrower.
- 9.1.20. The Borrower is not aware of any document, judgement or legal process or other charges or of any latent or patent defect affecting the title of the Property or of any material defect in the Property which has remained undisclosed and/or which may affect the Bank prejudicially.
- 9.1.21. The Property is not included in or affected by any of the schemes of Central/State Government or of the improvement trust or any other public body or local authority or by any alignment, widening or construction of road under any scheme of the Central/State Government or of any Corporation, Municipal Committee, Gram Panchayat etc.
- 9.1.22. The Borrower has paid and will pay when due, all public demands such as Income Tax, property taxes and all the other taxes and revenues payable to the government of India or to the Government of any State or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.
- 9.1.23. That the title documents of the Borrower in respect of the Property are valid and subsisting.
- 9.1.24. The Borrower assures that all the necessary approvals for availing the Facility and creating the Security have been obtained or shall be obtained.
- 9.1.25. The Borrower shall keep himself acquainted with the rules prescribed by the Bank in force from time to time.
- 9.1.26. The photocopy/true copies of various documents (including proof of employment/self-employment, ration card, passport etc.) submitted by the Borrower to the Bank are genuine; any such copy in Bank's possession shall be treated to have been given only by the Borrower.
- 9.1.27. The Borrower is not/shall not be entitled to and shall not claim immunity for itself or the Property from suit, execution, attachment or other legal process in any proceedings in relation to this Agreement and other security/Transaction Documents.
- 9.2. 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.
- 9.3. 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 Facility limits or accounts without any reference, notice or intimation by the Bank in that behalf.
- 9.4. 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 Facility and utilization thereof and/or the obligations of the Borrower and/or the Borrower's compliance with the terms 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

(Borrower Signature)

(Co-borrower(s) Signature)

Bank in respect thereof and that 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 Facility. Further, the Borrower expressly recognizes and accepts that the Bank shall, without prejudice to its rights to perform such activities either itself or through its officers or servants, be absolutely entitled and 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 including receiving the amounts due, and generally performing all lawful acts as the third party may consider appropriate for such purposes.

10. INSPECTION AND DISCLOSURE OF INFORMATION

10.1. Inspection

10.1.1. As from the date of this Agreement and so long as any of the Borrower's Dues remain outstanding, the Borrower shall permit the Bank and its authorized representatives to carry out periodical inspection or examine the books of accounts of the Borrower and to have its offices/assets and the Property inspected from time to time by the officers of the Bank and/or independent consultant and to carry out technical and legal inspections. Any such representatives of the Bank shall after giving a reasonable notice to the Borrower, have access to any part of the Borrower's premises, godowns, places, Property and to its records, registers and accounts and shall receive full co-operation and assistance from the Borrower and its employees. The cost of such inspection, shall be borne and paid by the Borrower on demand and until payment, the same shall carry interests at the same rate as on defaulted installments in respect of the said Facility.

10.1.2. The Bank shall have the authority to make available any information contained in the Transaction Documents and/or any document or paper or statement submitted to the Bank by or on behalf of the Borrower and/or pertaining or relating to the Borrower and/or the Facility including as to its repayment, conduct, to any rating or other agency or institution or body as Bank in its sole discretion may deem fit. The Bank shall also have the authority to seek and/or receive any information as it may deem fit in connection with the Facility and/or the Borrower from any source or person or entity to whom the Borrower hereby authorizes to furnish such information.

10.2. Disclosure of information

10.2.1. The Borrower consents to disclosure by the Bank of information and data relating to the Borrower, the said Facility, the obligations assumed or to be assumed by the Borrower in relation to the said Facility and default, if any, committed by the Borrower in discharge thereof and accordingly:

10.2.1.1. agrees and consents to the disclosure by the Bank of all or any such information and data relating to it, the said Facility, and default, if any, committed by it in discharge of such obligations as the Bank may deem appropriate and necessary to disclose and furnish to the RBI and to the Credit Information Bureau (India) Limited ("CIBIL") and any other agency authorized in this behalf by the RBI;

10.2.1.2. declares that the information and data furnished by it to the Bank is true and correct as of the date such information and data was provided to the Bank or, where such information and data relate to a specific date or period, on such date or in respect of such period;

10.2.1.3. undertakes that RBI, CIBIL and any other agency so authorized may use and process the said information and data disclosed by the Bank 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.

10.2.2. The Borrower hereby agrees as a pre-condition of the Facility given to the Borrower by the Bank that, in case the Borrower commits default in the repayment of the Facility or in the repayment of Interest thereon or any of the agreed EMI of the Facility on the Due Date, the Bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish the Borrower's name as defaulter in such manner and through such medium as the Bank or Reserve Bank of India in their absolute

discretion may think fit. Accordingly, the Bank shall have the right to furnish and publish the name of the Borrower as defaulter to the RBI or other regulatory authority.

10.2.3. The Bank may disclose to a potential assignee or to any person who may otherwise enter into contractual relations with the Bank in relation to this Agreement such information about the Borrower, as the Bank may deem appropriate.

10.2.4. The Borrower confirms that the Bank may for the purposes of credit reference checks, verification, etc., disclose any information/documents relating to the Borrower under this Agreement to any third party.

11. CROSS COLLATERALISATION

Any security(ies) furnished by the Borrower, if any, under any other agreement entered into or to be entered into with the Bank, shall be deemed to be the Security under this Agreement and shall not be discharged till such time all the loan(s)/ facility(ies) are fully discharged to the satisfaction of the Bank. The Borrower expressly agrees and accepts that in the event of any default being committed by the Borrower under any other agreement with the Bank, under which the Borrower is enjoying financial/ credit facility, such event, shall be considered as an Event of Default occurred under this Agreement and the Bank, shall be absolutely entitled to exercise all or any of its rights under this Agreement including right to set off in respect of any amount standing to the credit of the Borrower in any/all of the loan/facility(ies) availed/to be availed from the Bank.

12. EVENTS OF DEFAULT

12.1. Notwithstanding anything contained herein or in any Transaction Documents executed by/to be executed by the Borrower in the Bank's favour, upon the happening of any of the following events ("Events of Default"), the Bank may, after giving a written notice of 7 (seven) days to the Borrower, declare the said Facility and all of the obligations of the Borrower to the Bank hereunder, to be immediately due and payable at the end of the notice period, irrespective of any agreed maturity. In such event, the Bank shall be entitled to demand payment of the entire amount then outstanding in respect of the said Facility, 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 account 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 penal/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.

The following event/s, either singly or together shall constitute an Event of Default, that is to say:

12.1.1. Default in payment by the Borrower of any or all installments of principal amount, Interest, Additional Interest, penal interest, commission, service charges, expenses or any other monies due and payable and/or any amount due under this Agreement, on demand by the Bank;

12.1.2. Any representation or information given by the Borrower in terms of the Agreement, the Transaction Documents or as may be called upon by the Bank 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 Facility 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;

12.1.3. Non-submission by the Borrower of any documents or information as may be reasonably called upon by the Bank to assess and determine that the Borrower is sound and its operations are conducive to the interest of the Borrower or its creditors;

12.1.4. 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 liquidation, winding up or declaration as insolvent or any petition for winding up of the Borrower is filed and not withdrawn or if the Borrower is a partnership firm, any suit, proceeding or application is filed or threatened for dissolution

(Borrower Signature)

(Co-borrower(s) Signature)

- of the firm or notice of retirement is given by any of its partners or in the event of death of any partner of the Borrower firm;
- 12.1.5. The Borrower is or becomes unable to pay its debts or the Borrower files or submits any scheme for arrangement or compromise with its creditor(s) in relation to any amount due to them or initiates any proceedings for its merger or amalgamation without the consent of the Bank or the Borrower is, in the opinion of the Bank, threatened with takeover by any other company, individual or group of individuals;
- 12.1.6. If any attachment, distress, execution or other process is enforced, initiated or levied upon or the Borrower or its Property or other properties or a receiver is appointed in respect any property/assets of the Borrower;
- 12.1.7. If there is a failure in business, commission of an act of bankruptcy, general assignment for the benefit of creditors, if the Borrower suspends payment to any creditors or threatens to do so, any petition in bankruptcy of, by, or against the Borrower is filed;
- 12.1.8. A receiver or liquidator is appointed or allowed to be appointed in respect of the Borrower or the Property;
- 12.1.9. 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 management of the undertaking or the business of the Borrower is taken over or is nationalized by the Central/State Government, or the Borrower suspends or ceases to carry on all or a material part of its business or of the business of the group taken as a whole;
- 12.1.10. If the Borrower opts to discontinue his/their profession or close down his/their business/trade for any reason whatsoever;
- 12.1.11. If there is a Material Adverse Effect on the Borrower's business operations or constitution or in its future business prospects, either on account of threatened, potential or actual, material disputes, litigation or legal process, change in regulatory or other financial provisions, alienation of its properties or assets by any means, imposition of any administrative or investigative actions by statutory or other regulatory authorities;
- 12.1.12. Default by the Guarantor and/or other person, as may be applicable, in execution of the Guarantee/s to the satisfaction of the Bank prior to the execution of this Agreement or such other period as may be extended by the Bank;
- 12.1.13. 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 Bank;
- 12.1.14. **Cross Default**
- If the Borrower or its affiliate or related person defaults or threatens to default in discharging its liability, under any other agreement or other writing between the Borrower and the Bank, or under any other agreement with the other creditors, or in the performance of any covenant, term or undertaking thereunder, or
 - 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
 - any guarantee or indemnity or collateral given or other support agreement entered into by the Borrower is not honoured when due and called upon; or
 - 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
 - any commitment for any financial indebtedness of the Borrower is cancelled or suspended by a creditor as a result of an event of default (howsoever described);
- 12.1.15. If the financial institutions and/or banks with whom the Borrower has entered into or shall be entering into agreements for financial assistance have refused to disburse the moneys or any part thereof, or have recalled the same under their respective agreements with the Borrower, or there is any deterioration in the Borrower's credit rating;
- 12.1.16. 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 Bank, or there are any circumstances which in the sole judgment of the Bank are prejudicial to the interest of the Bank;
- 12.1.17. If the Borrower dissolves or ceases or threatens to discontinue or carry on its business;
- 12.1.18. If the Borrower commits a breach of or default under any of the Transaction Documents;
- 12.1.19. If the Borrower fails to comply with any of the conditions and/or covenants stipulated in this Agreement or any of the Transaction Documents;
- 12.1.20. If the Borrower fails to create the Security or give Post Dated Cheques/ECS/ NACH/SI or submit additional documents to the Bank as provided herein;
- 12.1.21. 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 (ten) days from the date of intimation by the Bank during the tenure of this Agreement, till the time all amounts hereunder are repaid to the satisfaction of the Bank;
- 12.1.22. If any circumstance or event occurs which in the opinion of the Bank 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 Borrower's Dues;
- 12.1.23. Any change taking place in the ownership or control of the Borrower whereby the effective beneficial ownership or control of the Borrower will change or any material change in the management of the business of the Borrower;
- 12.1.24. If the Facility amount or any part thereof is utilized for any purpose other than the Purpose for which it is sanctioned by the Bank;
- 12.1.25. If any extraordinary circumstances shall have occurred, which shall make it impossible for the Borrower to fulfill any of its obligations hereunder;
- 12.1.26. If any Property on which the security for the Facility is created depreciates in value to such an extent that in the opinion of the Bank further security should be given and such security is not given on written demand;
- 12.1.27. If the Property or any part thereof is let out, given on leave and license, sold, disposed off, charged, encumbered or otherwise alienated in any manner whatsoever without written approval of the Bank;
- 12.1.28. If the Borrower fails to furnish any information or documents required by the Bank;
- 12.1.29. If the Borrower fails to inform the Bank of the occurrence of any Event of Default or any event which after the notice or lapse of time, or both, would become an Event of Default;
- 12.1.30. If the Borrower or Guarantor dies or becomes a lunatic;
- 12.1.31. If the Borrower or Guarantor is convicted under any criminal law in force;
- 12.1.32. If the Borrower or Guarantor does any act which may affect the Property for which the Facility is availed and/or the Security or the value of such Property and/or Security;
- 12.1.33. If the Borrower fails to keep live and in force, any insurance policy or other collateral offered by the Borrower by failing to make timely and sufficient payment of premium/premia;
- 12.1.34. If any Security for the Facility becomes infructuous, invalid or incapable of being enforced or is challenged by the Borrower or any other person;
- 12.1.35. If the Borrower fails to furnish to the Bank detailed end use statement of the Facility as and when so required by the Bank within 10 (ten) days of receiving such request from the Bank;
- 12.1.36. If any permission, authorization, issued by the competent authority(ies) with respect to construction and/or legality of the Property is withdrawn or cancelled or withheld for any reason whatsoever;
- 12.1.37. If there exists any other circumstances, which in the sole opinion of the Bank, are prejudicial to the interest of the Bank.
- 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.
- 12.2. **Consequences of default**
- 12.2.1. The Borrower agrees and acknowledges that the following consequences shall ensue upon the occurrence of an Event of Default and the Bank shall be entitled to exercise the following rights and powers:
- 12.2.1.1. Repayment of the Facility shall be accelerated and all amounts due including the entire amount of the outstanding Borrower's Dues

(Borrower Signature)

(Co-borrower(s) Signature)

and all accrued Interest due thereon, irrespective of schedule of repayment shall become forthwith payable by the Borrower to the Bank and the Guarantee(s) executed (if any) shall forthwith become 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 Bank to demand repayment of the Facility and all monies due and payable by the Borrower under this Agreement;

12.2.1.2. In addition to the above, the Bank shall be entitled to adopt criminal and/or civil proceedings against the Borrower/Guarantor(s), including but not limited to, action for dishonour of cheques under Section 138 of the Negotiable Instruments Act, 1881, as may be amended from time to time;

12.2.1.3. The Bank shall also be entitled to communicate in any manner it may deem fit to or with any person(s), with a view to receiving assistance of such person(s) in recovering the defaulted amounts including but not limited to entering upon the Property, taking possession of it and enforcing the Security.

Nothing herein contained shall prejudice any other security, present or future or any right or remedy available to the Bank against the Borrower, their partners, Guarantor/s or other persons liable to pay or contribute towards the recovery of the moneys due by the Borrower to the Bank hereunder.

13. APPROPRIATION OF PAYMENTS

Unless otherwise agreed to by the Bank, any payment due and payable under this Agreement and made by the Borrower will be appropriated towards such dues in the order, namely:

- a) Costs, charges, expenses, incidental charges and other moneys that may have been expended by the Bank in connection with this Agreement and recovery of the Borrower's Dues;
- b) Penal interest and/or liquidated damages on defaulted amounts and Additional Interest under this Agreement;
- c) Prepayment charge, commitment charge, cheque bounce charges and all other fees under this Agreement;
- d) EMI;
- e) Principal amount of the Facility.

14. ATTORNEY

14.1. For all or any of the aforesaid purposes, on the occurrence of an Event of Default, the Borrower hereby irrevocably appoints the Bank 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 Bank and also to execute on behalf of the Borrower at the cost of the Borrower, the powers hereunder or by law conferred on the Bank 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.

14.2. The Borrower covenants with the Bank to ratify and confirm all acts or things made, done or executed by any attorney as contemplated hereinabove.

15. BANKERS' LIEN/SET-OFF/RIGHT TO DEBIT

15.1. 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 against all monies and other property of the Borrower and documents now or hereafter in the possession of or on deposit with the Bank, 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 Bank 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 Bank's possession or custody whether for safe-keeping or otherwise. If upon demand by the Bank, the amounts due under the Facility 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 Bank from the Borrower.

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

15.3. The Security created hereunder or under any other credit facilities provided by the Bank to the Borrower under any other agreements shall continue to secure the deficit without prejudice to the right of the Bank to demand immediate repayment of the amounts due from time to time under the Facility 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 Bank, shall be debited on the Due Date from the account of the Borrower at any of its branches in India.

16. INDEMNITY

The Borrower undertakes to indemnify and keep the Bank and its officers/employees/assignees 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 and the other Transaction Documents 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 Facility to the Borrower or performing any service to the Borrower thereunder (hereinafter referred to as "Claims"), faced, suffered or incurred by the Bank. 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 Bank, 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 Bank of any amount on this account without any demur, reservation, contest, protest whatsoever within seven working days of the demand being made.

17. CANCELLATION, TERM AND TERMINATION

17.1. This Agreement shall become binding on the Borrower and the Bank on and from the date of execution hereof. It shall be in full force till the Facility is fully amortized/repaid and all the Borrower's Dues under this Agreement as well as all other agreements, documents which may be subsisting/executed between the Borrower and the Bank are fully paid to the satisfaction of the Bank.

17.2. The Bank may in its sole discretion cancel and terminate the Facility and recall the entire amount due, without any prior intimation to the Borrower, if in the opinion of the Bank, any Event of Default has occurred or is likely to occur, or if it becomes unlawful for the Bank to disburse or continue the Facility to the Borrower or if it becomes unlawful for the Borrower to comply with any of its obligations under any of the Transaction

(Borrower Signature)

(Co-borrower(s) Signature)

Documents. The disbursement having been made by the Bank, the Borrower shall not be entitled to cancel and/or terminate this Agreement under any circumstances whatsoever.

- 17.3. As regards the Borrower, this Agreement shall be in full force and effect and shall not be terminated till the Facility 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.

18. BANK'S RIGHT TO ASSIGN

- 18.1. The Borrower shall not be entitled to assign or transfer any of its rights, duties or obligations under this Agreement except with the prior written permission of the Bank. The Borrower expressly recognizes and accepts that the Bank shall be absolutely entitled and shall have full power and authority to 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 Bank may decide, (including reserving a right to the Bank 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 Bank'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 Bank as the case may be. Any cost in this behalf, whether on account of such sale, assignment or transfer or enforcement of rights and recovery of outstanding and dues, shall be to the account of the Borrower.

- 18.2. The Bank shall have the right to create charge over the Property in favour of any bank, institution or body by way of security for any refinance facility or any loan availed of by the Bank from such bank, institution or body. The Bank shall also have the right to transfer or assign the mortgage over the Property in favour of any bank, institution or body in connection with any sale or transfer of the Facility by the Bank to them.

- 18.3. The Borrower hereby expressly agrees that nothing herein contained shall operate to prejudice the rights and remedies of the Bank in respect of any other obligations of the Borrower to the Bank or prejudice or effect any general or particular lien to which the Bank is by law or otherwise entitled to or operate to prejudice the Bank's rights or remedies in respect of any present or future security, guarantee or obligation given to the Bank by any other person for any indebtedness or liability of the Borrower.

- 18.4. The Borrower agrees that this Agreement and the Security created/to be created shall operate as a continuing security for all the obligations/facilities of the Borrower in respect of the Facility, notwithstanding the existence of a credit balance in the said account or any partial payments or fluctuation of accounts.

19. WAIVER

- 19.1. **No implied waiver or impairment**
No delay or omission of the Bank in exercising any right, power or remedy accruing to the Bank 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 Bank in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Bank in respect of any other 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 Bank herein provided are cumulative and not exclusive of any rights or remedies provided by law, in equity, or in any of the other documents.

- 19.2. **Express Waiver**
A waiver or consent granted by the Bank 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.

20. AMENDMENT

The Bank 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 sanction letters, 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.

21. RECORDS

The Bank has a right to hold all the Transaction Documents, title documents in respect of the Property and any other information exchanged between the Bank 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.

22. NOTICES

Any demand or notice to be made or given to the Borrower hereunder shall be in writing, signed by the Bank's officer and may be made or given by leaving the same at or posting the same by post in an envelope or registered post acknowledgement due or courier or by way of any electronic means, 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 and shall be effectual notwithstanding that the same may be returned undelivered and notwithstanding Borrower's change of address.

23. SEVERABILITY

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.

24. GOVERNING LAW AND JURISDICTION

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 Facility, this Agreement and the other Transaction Documents shall be subject to the exclusive jurisdiction of the court/tribunal of the city/place mentioned in the Schedule hereunder written, provided that the exclusivity aforesaid shall bind the Borrower and the Bank shall be entitled to pursue the same in any other court of competent jurisdiction at any other place;

25. RELATIONSHIP

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

All rights and powers conferred on the Bank by this Agreement shall be in addition and supplemental to any rights the Bank has as a creditor against the Borrower under any law for the time being in force and shall not be in derogation thereof.

26. 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, including but not limited to fines, levies, demands and penalties for non-payment of any stamp duty, registration charges, or any other charges as above. The Borrower shall also be solely responsible for payment of any deficient stamp duty, penalties and charges, which may be payable on any title documents in respect of the Property which

(Borrower Signature)

(Co-borrower(s) Signature)

may have not been stamped, which may have been inadequately stamped and which may have not been registered.

27. INCONSISTENCY

This Agreement shall always be read with the Schedule hereunder written, Sanction Letter 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 Bank thereunder shall be deemed to be set out, required or conferred by this Agreement.

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

SCHEDULE – FACT SHEET

Description of Borrower

Name	s/o d/o w/o	Address / Email / Mobile no	PAN	Age/ Constitution

Description of Co-borrower(s)/Guarantor(s)

Name	s/o d/o w/o	Address / Email / Mobile no	PAN	Age/ Constitution

Sr. No.	Particulars	Details
1.	Place of Agreement	
2.	Date of Agreement	
3.	Address of the Branch Office of RBL Bank Limited and for the purpose of service of Notices	
4.	Type of Facility	Loan Against Property
5.	Facility Amount	
6.	Security - Details of Property and its description (details and description of immovable property)	
7.	Purpose	
8.	Details of Sanction Letter	Dated: Ref no:
9.	Tenure of the Facility	

(Borrower Signature)

(Co-borrower(s) Signature)

10.	Interest	
	Interest type (fixed or floating)	
	(a)	Interest chargeable (In case of Floating Rate Loans) #MCLR _____% + Margin _____% = _____% p.a.
	(b)	Interest chargeable (In case of Fixed Rate Loans)% p.a.
	Date of reset of Interest	
	Annually or at such periodicity as may be decided by the Bank from time to time	
	Mode of communication of changes in Interest rates	
	Bank Website/Letter/Email sent to the address of correspondence/Email ID as updated in bank records.	
11.	Fees payable*	
	(a)	On application (PI individually specify all types of fees) a) Upfront non-refundable fee of Rs. _____ at the time of application b) Processing Fee% of loan amount at the time of disbursal c) Agreement franking charges as per actuals
	(b)	During the term of the Facility (PI individually specify all type of fees) a) Duplicate Interest And Principal Certificate – Rs 250 b) Duplicate No due Certificate – Rs 250 c) Cheque swapping charges – Rs 250 d) Bounce Cheque charges – Rs 250 e) CIBIL Report charges – Rs 50 f) Prepayment charges – <u>For Individual Borrowers: NIL</u> <u>For Non Individual Borrowers: No part pre-payment charge upto 15% of outstanding principal in one year. Part pre-payment above 15% of outstanding will be charged at 2% of amount paid</u>
	(c)	On foreclosure/ pre-payment (PI individually specify all type of fees) a) For Individual Borrowers: NIL b) For Non Individual Borrowers: 3% on principal outstanding
	(d)	Fees refundable if Facility not sanctioned/dispursed NIL
	(e)	Conversion charges for switching from floating to fixed interest and vice-versa Not applicable
	(f)	Additional Interest/ Penalty for delayed payments 2% additional interest per month on overdue EMI amount
	(g)	Other Charges As provided in the Sanction Letter
12.	Other Conditions	
13.	Loan to Value Ratio	

(Borrower Signature)

(Co-borrower(s) Signature)

14.	Disbursement	
	Number of Tranches for Disbursement	Single/Multiple
	Mode and Manner of Disbursement of the Facility	NEFT / RTGS / DD / Cheque
15.	Repayment	
	EMI payable /Repayment Schedule	The Facility shall be repaid as per the following instalments of Rs. _____/- each payable on the following Due Dates: 5 th of every month
	Amortization Schedule	As may be communicated by the Bank to the Borrower from time to time.
	Date of commencement of EMI	
	Mode and Manner of Repayment	NACH / SI / ECS
	No. of Advance EMI (if applicable)**	
	Advance EMI amount (if applicable)**	
16.	Insurance Premium (if applicable)	
17.	Date on which annual outstanding balance statement will be issued	On demand by the Borrower
18.	Jurisdiction (Please insert the place of disbursement)	

*Applicable taxes extra for all fees and charges

MCLR: Marginal Cost of Funds based Lending Rate means the one year maturity rate or any such maturity rate as determined and published by the Bank from time to time

**Advance EMI Amount (where applicable) shall be treated as Collateral and shall be adjusted towards payments of the last few installments of the Facility or overdue charges where applicable. The Bank shall not pay any interest on the advance installment amount.

(Borrower Signature)

(Co-borrower(s) Signature)

SIGNED AND DELIVERED BY

Individual:
Mr./Ms. _____
the **Borrower** within-named

Sole Proprietary Firm:
Mr./Ms. _____
Sole Proprietor/Proprietress of M/s. _____
the **Borrower** within-named

Partnership Firm:
Mr./Ms. _____
Mr./Ms. _____
Mr./Ms. _____
Mr./Ms. _____
Mr./Ms. _____
All partners of M/s. _____
the **Borrower** within-named

Limited Liability Partnership:
Mr./Ms. _____
Mr./Ms. _____
Mr./Ms. _____
Mr./Ms. _____
Mr./Ms. _____
All partners of M/s. _____
the **Borrower** within-named

Company:

The common Seal of _____ Pvt. Ltd.

the **Borrower** within named has been affixed hereunto

in the presence of:

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

Directors / _____ of the **Borrower** in pursuance of
the Board Resolution dated _____ and they have signed below
the Seal to confirm that the Seal was affixed in their presence

Trust:

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

All Trustees of _____ Trust

the **Borrower** within-named

Society:

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

Chairman and Committee Members of the _____

Society Limited

the **Borrower** within-named

DEMAND PROMISSORY NOTE

Date:

Place:

ON DEMAND, I/We, _____,
_____, (“the Borrower”) jointly and/or severally,
irrevocably and unconditionally promise to pay RBL Bank Limited (“the Bank”) or order, a sum of
Rs. _____/-(Rupees _____

Only) for value received together with interest at the compounding rate of _____% per annum with monthly rests or
such other rates which the Bank may specify from time to time. Presentment for payment and noting and protest of the
note are hereby unconditionally waived. We also agree that this Demand Promissory Note may be assigned/ pledged/
endorsed/ hypothecated to any person(s) without any prior notice.

Rs. _____/-

(Rupees _____ Only)

Name of Borrower / Co-Borrower

Signature

Borrower

Sign
across
the
revenue

Co-Borrower

Sign
across
the
revenue

Co-Borrower

Sign
across
the
revenue

Co-Borrower

Sign
across
the
revenue

Co-Borrower

Sign
across
the
revenue

Co-Borrower

Sign
across
the
revenue

**MEMORANDUM RECORDING PAST TRANSACTION OF CREATION OF MORTGAGE
BY DEPOSIT OF TITLE DEEDS (Creation of Equitable mortgage)**

On the date as more particularly set out in Serial No.1 of the Schedule hereto:

1. The person named in Serial No. 3 of the Schedule hereto, on behalf of the persons [*this will be applicable in those cases where an authorized representative of the mortgagor goes to deposit the mortgage deeds*] named in Serial No.2 of the Schedule hereto (hereinafter referred to as the “**Mortgagor**” which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include; where the Mortgagor is an individual, his / her heirs, executors and administrators; where the Mortgagor is a partnership firm, the partner or the partners for the time being of the said partnership firm, the survivor of them and the heirs, executors and administrators of the partners; where the Mortgagor is a Sole Proprietorship Firm, the Sole Proprietor and his/her heirs, executors and administrators; where the Mortgagor is a company, its successors and assigns; where the Mortgagor is a Limited Liability Partnership, the partner or the partners for the time being of the said Limited Liability Partnership, his/her/their heirs, executors, administrators, successors and permitted assigns of the firm), attended the office of **RBL BANK LIMITED**, a company incorporated in India under the Indian Companies Act, 1913, 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 *inter alia* at the address specified in Serial No.5 of the Schedule hereto, (hereinafter referred to as “**the Bank**”, which expression shall unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors in interest, assigns, holding or subsidiary company/ies) and met the person named in Serial 6 of the Schedule hereto (“**authorised representative of the Bank**”) with an intention to create an equitable mortgage by deposit of title deeds over the immovable property owned by the Mortgagor and more particularly described in Serial No. 8 of the Schedule hereto (hereinafter referred to as the “**Property**”) *inter alia* to secure the credit facilities as more particularly set out in Serial No.7 (b) of the Schedule hereto (hereinafter referred to as the “**Facility**”) granted/ to be granted by the Bank to the Borrower (whose particulars are mentioned in Serial No.4 of the Schedule) [*this will be applicable in those cases where the Mortgagor is different from the Borrower*] [*in other cases instead of Borrower, it should be Mortgagor*].
2. In accordance with and subject to the terms and conditions of the Facility Agreement executed by and between the Bank and the Borrower (whose particulars are mentioned in Serial No.4 of the Schedule) [*this will be applicable in those cases where the Mortgagor is different from the Borrower*] [*in other cases instead of Borrower, it should be Mortgagor*] on the date more particularly specified in Serial No. 7 (a) of the Schedule hereto (“hereinafter referred to as “**Facility Agreement**”), the Bank had granted/agreed to grant to the Borrower, a term loan/overdraft facility of an amount, as contained in the Facility Agreement and as more particularly set out in Serial No.7 (b) of Schedule hereto (hereinafter referred to as the “**Facility**”) on the terms and conditions contained in the Facility Agreement.
3. In consideration of the Bank granting/agreeing to grant the Facility to the Borrower, the Mortgagor had agreed to secure the Facility by way of creating an equitable mortgage by deposit of title deeds, documents and writings described in Annexure 1 hereto (hereinafter referred to as the “**Title Documents**”) relating to the immovable property owned by the Mortgagor and more particularly described in Serial No. 8 of the Schedule hereto (hereinafter collectively referred to as the “**Property**”), in favour of the Bank.
4. In this regard, on the date as more particularly set out in Serial No.1 of the Schedule hereto, the Mortgagor/authorized representative of the Mortgagor, the details whereof are more particularly set out in Serial No.2 and 3 respectively of the Schedule hereto attended the Bank’s office at the address specified in Serial No. 5 of the Schedule hereto and met the authorized representative of the Bank, the details whereof are more particularly set out in Serial No. 6 of Schedule hereto, acting for and on behalf of the Bank, and deposited with the said authorized representative of the Bank, the details whereof are more particularly set out in Serial No.6 of Schedule hereto, acting for and on behalf of the Bank, the Title Documents relating to the Property. At the said time, the Mortgagor/authorized representative of the Mortgagor, the details whereof are more particularly set out in Serial No.2 and 3 respectively of the Schedule hereto, stated that the Title Documents relating to the Property shall remain deposited with the Bank as security and as an expression of the intent of the Mortgagor to secure the obligations of the Borrower under the Facility.
5. While making the deposit of the Title Documents, the Mortgagor/authorized representative of the Mortgagor had clearly represented, warranted and declared to the Bank, *inter alia* that:
 - i. the Mortgagor was/were the absolute owner/s of the Property and was/were well and sufficiently entitled to the Property;
 - ii. the Mortgagor had clear and marketable title to the Property, free from all encumbrances and charges and had the right to create mortgage over and in respect of the Property,
 - iii. the Title Documents below, relating to the said Property are the only documents of title relating to the Property and that the same had been deposited with the Bank, as aforesaid, and that they would remain as security till the entire outstanding by the said mortgage by deposit of title deeds were paid/repaid to the Bank in full by the Borrower;

- iv. the Mortgagor acknowledged and accepted all rights and remedies available to the Bank under the Facility Agreement in respect of enforcement of the mortgage created by the Mortgagor on behalf of the Borrower;
 - v. the Mortgagor agreed to keep the Bank indemnified against all claims and demands whatsoever by any person(s) lawfully or equitably claiming under the Mortgagor and by any other person whatsoever;
 - vi. in case an authorized representative of the Mortgagor had deposited the Title Deeds with the Bank, then such authorized representative had been duly authorized to create the mortgage by the said deposit of the Title Deeds on behalf of the Mortgagor and he/she produced a certified copy of the authorization letter in that regard.
6. In addition to the above representations, warranties and declarations, the Mortgagor /authorized representative of the Mortgagor has also undertaken to execute a separate Declaration cum Undertaking, all declarations and statements whereof shall upon execution of such Declaration cum Undertaking, be deemed to form a part of this Memorandum and shall also form an operative part of this Memorandum.
7. This Memorandum has been read over to the Mortgagor/ authorized representative of the Mortgagor by Mr./Mrs. _____, _____ of the Bank in the presence of Mr./Mrs. _____, _____ of the Bank and the Mortgagor/ authorized representative of the Mortgagor has confirmed the same.

SCHEDULE

1)	Place and Date of execution of the Memorandum	Place: Date:
2)	Details of the Mortgagor	1) Name Constitution Address 2) Name Constitution Address 3) Name Constitution Address 4) Name Constitution Address
3)	Name and Designation of the Authorized Representative of the Mortgagor	Name: Designation:
4)	Details of the Borrower	Name Constitution Address
5)	Address and contact details of concerned branch of the Bank	Address: Tel. & Fax:
6)	Name and Designation of the Authorized Representative of the Bank	Name: Designation:

7)	Details of Facility	Date of Facility Agreement: Amount of Facility:
8)	Description of the Property	

Annexure 1

[List of Title Documents deposited with the Bank]

Signature

The Bank/Authorized Bank Official

DECLARATION CUM UNDERTAKING BY THE MORTGAGOR

Mr./Ms. _____, an adult Indian inhabitant, residing at _____, (hereinafter referred to as the “Mortgagor” or “Depositor” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators)

[To be used in case the Mortgagor is an individual]

OR

Mr./Ms. _____, Partner(s) and Authorized Representative(s) (hereinafter referred to as the “Depositor” which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include his/her heirs, executors and administrators as the case may be) of M/s. _____, a partnership firm registered under the Indian Partnership Act, 1932 and having its principal office at _____, (hereinafter referred to as the “Mortgagor”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its partners for the time being, the surviving partners, the heirs, executors and administrators of the partners)

[To be used in case the Mortgagor is a partnership firm]

OR

Mr. /Ms. _____, _____ <<Designation>> an Authorized Representative (hereinafter referred to as the “Depositor” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators as the case may be) duly authorized by the Proprietor/Proprietress of M/s. _____, having its office _____, (hereinafter referred to as the “Mortgagor”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include the Sole Proprietor/Proprietress and his/her heirs, executors and administrators)

[To be used in case the Mortgagor is a proprietorship concern]

OR

Mr. /Ms. _____, being the Sole Proprietor/Proprietress of M/s. _____, a sole proprietorship firm, having its office at _____, (hereinafter referred to as the “Mortgagor” or “Depositor”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include the Sole Proprietor/Proprietress and his/her heirs, executors and administrators)

[To be used in case the Proprietor/Proprietress himself/herself are executing]

OR

Mr./Ms. _____, Designated Partner(s) and Authorized Representative(s) (hereinafter referred to as the “Depositor” which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include his/her heirs, executors and administrators as the case may be) of M/s. _____ LLP, a limited liability partnership firm registered under the LLP Act, 2008 and having its principal office at _____, (hereinafter referred to as the “Mortgagor”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its partners for the time being, the surviving partners, the heirs, executors and administrators of the partners)

[To be used in case the Mortgagor is a limited liability partnership]

OR

Mr. /Ms. _____, being the Director/Authorized Signatory of _____ Private Limited/ Limited, a company incorporated under the Companies Act, 1956/2013, having its registered office at _____, (hereinafter referred to as the “Mortgagor” or “Depositor”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns)

[To be used in case the Mortgagor is a private limited company/closely held public company]

(In case of more than one Mortgagor, all the Mortgagors shall be collectively referred to as “Mortgagor(s)”).

do hereby declare / state as under:

1. That Mr. /Ms. _____, duly authorized by the Mortgagor had deposited the Title Deeds (as defined hereinafter) pertaining to the Immovable Property/ies (as defined hereinafter) for the purposes of creating a mortgage by the deposit of title deeds. Accordingly, the Depositor is making this declaration on behalf of and in its capacity as the [owner of the Immovable Property / Attorney of the Mortgagor/ Authorised Signatory of the Mortgagor/ Partner of the Mortgagor] (as the case may be) and the Depositor is duly authorized to make this Declaration for and on behalf of the Mortgagor by authorization dated _____ and the Depositor states that the said authorization has not been rescinded or modified and is in full force and effect. The Depositor declares that this Declaration creates a legal binding obligation on the Mortgagor.
2. That RBL BANK LIMITED, a company incorporated under the Indian Companies Act, 1913 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 branch office at _____ (hereinafter referred to as “**the Bank**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest, assigns and holding or subsidiary company / ies), has granted / agreed to grant various facilities to _____ (hereinafter referred to as the “**Borrower**”) vide the sanction letter dated _____ and other documents relating to Credit Facilities (defined hereinafter) (hereinafter referred to as “**Agreement**”), entered into between the Bank and the Borrower.
3. That the Mortgagor is absolutely seized and possessed of and otherwise well and sufficiently entitled to the immovable property/ies as described in the First Schedule hereunder written (hereinafter collectively referred to as “**Immovable Property(ies)**” or “**Properties**”) with respect to which, the documents of title, deeds and writings more particularly described in the Second Schedule hereunder written (hereinafter called the “**said Title Deeds**”) have been deposited with the Bank for securing the credit facilities sanctioned by the Bank as set out in the Third Schedule (“hereinafter referred to as “**Credit Facilities**”) to the Borrower.
4. That the said Title Deeds are the only documents of title pertaining to the Immovable Property. In the event the Depositor comes across or is made aware of any other document of title in the future, the Depositor shall forthwith deposit the same with the Bank.
5. That in consideration of the said Credit Facilities granted /agreed to be granted by the Bank to the Borrower, the Mortgagor has agreed to create security in favour of the Bank by creating an equitable mortgage by deposit of Title Deeds of the said Immoveable Properties to secure the due repayment to the Bank of all outstanding amounts under the said Credit Facilities including interest, fees, costs, charges and expenses and all other amounts payable by the Borrower to the Bank.
6. That on ____ day of _____, Mr/ Ms. _____, duly authorised by the Mortgagor attended the office of the Bank and had met Mr. / Ms. _____, _____ of the Bank, with an intention to create mortgage by deposit of title deeds over the said Immovable Properties by depositing the Title Deeds to secure the due repayment to the Bank of the Credit Facilities granted / sanctioned by the Bank to Borrower, together with interests, charges and all other dues under/in relation to the said Credit Facilities.
7. That save and except for the respective Mortgagor, no other person or persons have any share, title, right or interest of any nature whatsoever in the Immovable Properties and the Depositor has full right and absolute authority to mortgage and transfer the said Immovable Property/ies in favour of the Bank, on behalf of the Mortgagor.
8. That there is no prohibitory order either from the Income Tax authority or from any revenue authority or any other statutory authority restraining the mortgage and/or transfer of the said Immovable Property/ies.
9. That the Mortgagor has fully discharged all taxes, rents, royalties, revenues etc. in respect of the said Immovable Property/ies till the date of this Declaration and there are no attachments, warrants, written notices that have been served on the Mortgagor with respect to such taxes, rents, royalties, revenues, that will have an adverse bearing on the title, possession and marketability of the Immoveable Property/ies and the Mortgagor shall pay all such taxes, rents, royalties, revenues in respect of Immoveable Property/ies on the due date.
10. That the Mortgagor has good right, full power and absolute authority to mortgage and transfer the said Immovable Property/ies by the deposit of the original Title Deeds and documents mentioned in the Second Schedule and that neither the Mortgagor nor anyone on his behalf has committed any act, deed, matter or thing whereby the said deposit of the said Title Deeds and the said mortgage can be adversely effected.

11. That the Mortgagor's title to the said Immovable Property/ies is clear, marketable and free from all encumbrances.

OR

That the Mortgagor has, prior to the execution of this Declaration obtained all permissions/approvals that may be required and handed over copies of the same to the Bank and the Mortgagor declares that the Immovable Property/ies is free from all encumbrances.

12. That the Mortgagor has not and shall not encumber or agree to encumber either by way of mortgage, charge, lien (including negative lien), trust, sale, pledge or otherwise alienate howsoever his share, right, title and interest in the said Immovable Property/ies.
13. That there is no litigation pending in any court in respect of the said Immovable Property/ies nor there is any *lis pendens* registered nor there are any attachments either before or after the judgment in respect of the same.
14. That the said Immovable Property/ies have been given on leave and license/lease/for occupation to _____ and the Immovable Property/ies have been in use and occupation of the said licensee/lessee/occupier. The Mortgagor has informed the said licensee/lessee/occupier about the creation of charge by way of mortgage over the Immovable Property/ies in favour of the Bank and obtained and submitted the NOC of the said licensee/lessee/occupier for the same.

OR

That no other person is in custody, possession, occupation of the said Immovable Property/ies and that no other person is entitled to claim any right, title or interest of whatsoever nature either by way of tenancy, sub-tenancy, license, sub-license, care-taker or in any other manner or any occupational right or interest in the said Immovable Property/ies and the Mortgagor agrees and undertakes to handover vacant and peaceful possession of the said Immovable Property/ies in the event of the Bank exercising rights to the same.

15. That on the basis of the aforesaid statements, assurances and declarations made herein, the Bank has agreed to accept the said Immovable Property/ies as security by way of deposit of title deeds and documents and the Mortgagor hereby undertakes and agrees to indemnify and keep indemnified the Bank and its successors and assigns against all actions, suits, costs, charges, expenses, proceedings and damages that may be suffered and / or incurred by the said transferees, if any, if the statement made hereinabove are found to be untrue and / or false.
16. That, save as disclosed to the Bank, the Mortgagor has not executed and shall not execute any power of attorney, without the permission of the Bank, in favour of any person(s) and the Mortgagor has not authorized any person(s) in any manner to deal with the Immovable Property/ies mentioned herein below. The Mortgagor also undertakes and declares that no such power of attorney or authority shall be executed/ given in future to any third party till the Property/ies is/are held as security by the Bank.
17. That in case of a breach of any declaration contained herein, the Mortgagor agrees and undertakes to indemnify the Bank and keep the Bank indemnified against all losses, damages, expenses, costs, charges, actions, suits that may be caused, suffered or incurred by the Bank in this regard. The Mortgagor hereby agrees that all the terms, benefits and rights contained in this declaration shall enure for the benefit of the Bank, its successors and assigns. The Mortgagor is aware that it is on the faith of this Declaration that Bank has agreed to provide the credit facilities to the Borrower.
18. That in the event of default by the Mortgagor in complying with the provisions of the Agreement and/or contained in the other documents and upon the Bank giving a written notice to enforce the said security on the Immovable Property/ies, the Mortgagor, its servants, officers and agents shall forthwith vacate / have the said Immovable Property/ies vacated and hand over vacant possession thereof to the Bank and/or as per the instructions given in the written notice of the Bank.
19. That in case the Borrower defaults in making repayment of the facilities, instalments or other amounts due from the Borrower, in terms of the Agreement, the Bank will have complete liberty to sell, alienate or encumber the said Immovable Property/ies in any manner whatsoever as the Bank deems fit and the Mortgagor will hand over the entire possession of the said Immovable Property/ies without any demur or protest and the Bank will have complete liberty to take possession of the said Immovable Property/ies.
20. That the building plans, commencement certificate and all the requisite permissions pertaining to the said Immovable Property/ies have been obtained and copies handed over to the Bank and that the construction is as per the approved plans and of a satisfactory and standard quality.

21. That no notice of acquisition or requisition has been issued against or published or received in respect of the said Immovable Property/ies and no adverse claims have been made against the said Immovable Property/ies or any part thereof nor have the said Immovable Property/ies been reserved for any purpose.
22. That the said Immovable Property/ies are not subject to any trust, inheritance or gift or any other right whatsoever and do not form part of any trust property.
23. That the Mortgagor has not entered into any agreement for the sale, transfer or alienation of the said Immovable Property/ies or any part or parts thereof and that no such mortgage, charge or lien or other encumbrance or interest of whatsoever nature will be created or attachment allowed to be levied on the Immovable Property/ies or any part or parts thereof in favour of or on behalf of any government or government department or any person, firm, company, body corporate or society or entity whatsoever except with the prior written permission of the Bank, so long as the Borrower continues to be indebted to or liable to the Bank on any account in any manner whatsoever.
24. That the Mortgagor has observed and performed and will duly observe and perform all the rules, regulations and bye laws of the society/the association/ other body in respect of the said Immovable Property/ies and the terms and conditions on which the Immovable Property/ies have been acquired and the Mortgagor will not do or omit to do anything whereby the security in favour of the Bank may be prejudicially affected in any manner whatsoever.
25. That the said Immovable Property/ies are insured and that the Mortgagor shall duly pay all insurance premium in respect thereof.
26. That whatever statements made hereinabove are true to and have been made on my/our own free will and I/we believe the same to be true.

FIRST SCHEDULE

DESCRIPTION OF IMMOVABLE PROPERTY/IES

SECOND SCHEDULE (Description of the Title Deeds)

SR. NO.	TITLE DOCUMENTS DEPOSITED	NAME OF THE MORTGAGOR (Authorized personnel of the Mortgagor)

THIRD SCHEDULE

Details of Credit Facilities

Name of the Borrower: Address of the Borrower: <u>Credit Facility Details:</u> Sanction letter date : Sanction letter number : Sanctioned Amount : Loan Agreement No. :
--

IN WITNESS WHEREOF I / We, _____, have executed these presents the day and year as mentioned below.

In case of an Individual

Name: _____

Address: _____

Signature: _____

In case of Sole Proprietorship (where proprietor/proprietress are themselves executing)

For M/s. _____

(Rubber stamp of the Sole Proprietorship to be affixed)

Name of the Sole Proprietor: _____

Address of the Sole Proprietorship: _____

Signature of the Sole Proprietor: _____

In case of Sole Proprietorship (where proprietor/proprietress are not themselves executing)

For M/s. _____

(Rubber stamp of the Sole Proprietorship to be affixed)

Authorized Representative of the Sole Proprietor: _____

Address of the Sole Proprietorship: _____

Signature of the Sole Proprietor: _____

In case of Partnership Firm

For M/s. _____

Partners

(Rubber stamp of the Partnership Firm should be affixed)

Address of Partnership Firm

1. _____
(_____)

2. _____
(_____)

3. _____
(_____)

(Signatures of Partners in individual capacity)

[Note: This must be signed by all the Partners/partners authorised under the Partnership Authority letter.]

In case of Limited Liability Partnership(LLP)

For M/s. _____

Designated Partner(s)

(Rubber stamp of the LLP should be affixed)

Registered Office Address of LLP

1. _____
(_____)

2. _____
(_____)

(Signatures of Designated Partners(s) of the LLP)

[Note: This must be signed by the Designated Partner(s) authorized under the LLP Agreement or the relevant LLP resolution.]

In case of a Private Limited Company / Closely held Public Limited Company (Company)

For _____

Managing Director / Authorised Signatory

(Common seal/rubber stamp of the Company should be affixed)

Registered Office Address of the Company

1. _____
(_____)

2. _____
(_____)

(Signatures of Managing Director/Authorised Signatory(ies))

[Note: This must be signed by the Managing Director of the Company or the Authorised Signatory(ies) duly authorised by a resolution passed by the board of directors of the Company]

Date :

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENT SHALL COME, I/WE
_____ (hereinafter referred
to as "**me/us/the Mortgagor**")

SEND GREETINGS:

WHEREAS I/We am/are the owner/s of the immovable property/ies described in the Schedule annexed to the Facility Agreement dated _____ (hereinafter referred to as the "**Immovable Property/ies**");

AND WHEREAS by and under the Facility Agreement dated _____, made between me / us/ [_____] (herein after called "**the Borrower**") and RBL BANK LIMITED, a company incorporated under the provisions of Indian Companies Act, 1913 and having its Registered Office at Shahupuri, Kolhapur – 416 001 and Administrative office at "MAHAVEER" 179/E, Shri Shahu Maharaj Market Yard, Kolhapur – 416 005, Maharashtra, and having its branch office at the address mentioned in the Schedule to the Facility Agreement (hereinafter referred to as "**the 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) (hereinafter referred to as the "**Facility Agreement**"), the Bank has agreed to grant or granted term loan/overdraft facilities to me/us/the Borrower upto a maximum principal amount of Rs. _____ (Rupees _____ only) by way of a term loan/overdraft facility under the Facility Agreement (hereinafter called the "**Facility**");

AND WHEREAS one of the conditions for sanction of the Facility and for securing the due repayment by me/us/Borrower of the Facility, Interest, fees, charges, costs and other expenses and all other amounts payable by me/us/Borrower to Bank, I / We have agreed to create / created a first and exclusive mortgage in favour of the Bank over the Immovable Property/ies by way of simple mortgage/an equitable mortgage by deposit of title deeds;

AND WHEREAS I / We have agreed to execute this unconditional and irrevocable Power of Attorney in favour of the Bank authorizing Bank to do certain acts, deeds, matters and things in relation to the Immovable Property/ies in the manner hereinafter appearing;

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH, that I / We, do hereby nominate, constitute and appoint the Bank acting through any of its officers, employees, agents, nominees (herein after called the said "**Attorneys**") as my / our true and lawful attorney for me / us in my/our name and on my / our behalf and at my / our cost and risk to do, execute, and perform all or any of the following acts, deeds, matters, and things, that is to say:

1. To make, execute, sign, seal and deliver and cause to be registered in favour of the Bank at my / our cost and expense (inclusive of all stamp duties, registration charges, fees and taxes) in all respects:
 - a. A simple and / or equitable or any other form or type of mortgage in respect of the Immovable Property/ ies, as a security for the Facility together with interest/commission, further interest by way of liquidated damages, commitment charge, costs, charges and expenses and all other moneys payable by me/us/the Borrower to the Bank in respect of the said Facility, with all covenants, conditions, declarations, agreements, provisions and stipulations as in the absolute discretion of the Bank may be deemed necessary or expedient and in the form acceptable to Bank.
 - b. All such other deeds and documents as also the requisite particulars required to be filed with any authority as may be necessary.
2. To apply for and obtain the necessary certificate/s and permissions under Section 281(1) of the Income Tax Act, 1961 or any other applicable law and/or any other certificate that may be necessary and all other deeds and documents and for the purpose of the simple and / or equitable or any other form or type of mortgage, to appear for and on behalf of me / us before the concerned authorities and pay and discharge all liabilities, if any, and reimburse all such sums so paid or debit such amounts to my / our account carrying interest at stipulated rates.
3. AND I / WE DO HEREBY DECLARE that this Power of Attorney shall be irrevocable till all the dues of the Bank in respect of the Facility including the principal amount thereof together with Interest, Additional Interest, costs, charges and expenses and all other monies due and payable thereon are fully and finally repaid to the Bank and the same shall be binding on my/our legal heirs, executors, administrators and assigns.

4. To sign and file any applications, statements, declarations and other papers as may be required under the provisions of any law and in particular, to apply for and obtain necessary permission or consent as may be necessary for creation of the said simple and / or equitable or any other form or type of mortgage and all deeds and documents for the purpose of creating an effective security in favour of the Bank and for the above purpose to appoint any nominee / agent to appear for and on my /our behalf before the State Government and/or other authorities and to incur on my /our behalf all costs, charges and expenses in that behalf as also to engage any solicitor, advocate, architect, valuer or other person concerned for the purpose and to reimburse any such sums as may have been paid in that behalf and claim or debit the said amount to my /our account carrying interest at the stipulated rates.
5. To appear before the Registrar and Sub-Registrar of Assurances in any District or Sub-District appointed to register documents under the law applicable thereto for the time being in force for the registration of documents and to present for registration the deed/s and document/s, executed by virtue of these presents and also to admit execution thereof and to do or cause to be done all such acts, deeds, matters and things as may be necessary or proper for the effectual completion and all other deeds and documents so executed in the Land Registry, Collector and other Revenue Authorities as well as the Registrar of Companies or otherwise howsoever.
6. To enforce security in terms of the Deed of Simple Mortgage or Memorandum of Deposit of Title Deeds including taking possession of the Immovable Property/ies and for the said purpose, to do all such acts, deeds, matters and things as may be necessary.
7. AND GENERALLY to do or cause to be done every other act, deed, matter or thing which the Bank may deem necessary or expedient for the purpose of or in relation to these presents as well as for the effectual creation of the said simple and / or equitable or any other form or type of mortgage and all other deeds and documents in favour of the Bank, as fully and effectual as if I / We was / were present and had done, executed and performed the same myself / ourselves. Further, to delegate to the substitute attorney or attorneys so nominated or appointed by me/us, all or any or some of the powers, authorities hereby conferred on the Bank as my/our Attorney and to revoke any such nomination or appointment and to nominate and to appoint another or others in his/their place, provided that such nomination and appointment shall not divest any of the powers granted under this Power of Attorney to the Bank and provided further that the power to nominate or appoint substitute under this paragraph shall not be exercisable further by any such substitute or substitutes.
8. And I / We hereby agree, ratify and confirm, all that the Bank may, as such Attorney, lawfully do or cause to be done in relation to and by virtue of these presents.
9. I / We do hereby agree that all or any of the powers hereby conferred upon the said Attorney (Bank) may be exercised by any officer or officers of the said Attorney nominated in writing by the Bank / any other constituted attorney of the Bank specifically authorized in that behalf.
10. I/We hereby further declare that this Power of Attorney is granted to the Attorney for consideration and is coupled with interest and for that purpose and extent it shall be governed by Section 202 of the Indian Contract Act, 1872. The Attorney shall be entitled to exercise all or any of the powers hereby conferred at any time and it shall not be determined by death, insolvency, bankruptcy, dissolution, insanity of any or all of us.

IN WITNESS WHEREOF, I / We have executed these presents on this _____ day of _____ .

SIGNED AND DELIVERED by the within named Mortgagor(s)

Mr./ Ms. _____

in the presence of Mr. _____

and Mr. _____

TO BE NOTARISED