

## ANNEXURE – A

### TERMS AND CONDITIONS OF THE PERSONAL LOAN AGREEMENT

(As required under RBI/2022-23/111 DOR.CRE.REC.66/21.07.001/2022-23 dtd Sep 02,2022)

#### ARTICLE I

##### 1.1 CONSTRUCTION OF THE AGREEMENT

- a. This General Terms and Conditions shall be deemed to be an integral part of the agreement executed online
- b. The terms, conditions, covenants etc. contained in this General Terms and Conditions shall apply, subsist and be operative in respect of the credit facilities granted or to be granted by the Bank and this General Terms and Conditions shall be construed and read as part and parcel of documents/agreements executed/to be executed by the Borrower(s) in favour of the Bank.
- c. The Loan Application shall be deemed to constitute the basis of this General Terms and Conditions and of the loan advanced or to be advanced by the Bank hereunder.
- d. The Borrower(s) agree and understand that whenever the context requires, singular term shall include plural and plural term shall include singular.

##### 1.2 BORROWER'S WARRANTY, UNDERTAKING & DECLARATION

- a. The borrower hereby warrants the correctness of each and every one of the statement and particulars therein contained and undertakes to carry out the proposals therein set forth.
- b. The Borrower/s hereby agrees that the said advance shall be governed by the terms and conditions contained herein as well as those embodied in the loan sanction letter, Deed of Guarantee, and other loan and/or security documents except in so far as the loan/security documents may expressly or by necessary implication be modified by these presents.
- c. The Borrower/s agrees and undertakes that the said advance shall be utilized exclusively for the purpose set forth in the Borrower's proposal and for no other purpose
- d. The Borrower/s agrees and undertakes to notify the bank in writing of any circumstances affecting the correctness of any particulars set forth in the Borrowers proposal immediately after the occurrence of any such circumstances.
- e. The Borrower will furnish the Bank with all such information as the Bank may reasonably require for the Bank's satisfaction as due compliance with the terms of the advance and all such periodical reports and information at such times, in such form and containing such particulars as the Bank may call for, for the purpose of ascertaining the results of the utilization of the said advance.
- f. That the Borrower mutually agrees that each one or any of them are authorized and empowered by the others to appoint and acknowledge the Borrower's individual and collective liability to the Bank by any payment into the account or by way of express writing in any manner or otherwise and any such admission and acknowledgment of the liability by one or more of them shall be construed and deemed to have been made on behalf of each and all of them jointly and severally.
- g. The Borrower hereby confirm that Borrower has no objection to the bank giving a separate mandate to Borrower's auditors for issue of certificate regarding diversion/siphoning off funds borrowed from the bank.
- h. Each of the Borrowers represent(s) and warrant(s) that (which shall be deemed to have been repeated to the Bank on the date of the Disbursement and on each date thereafter till entire repayment): ( a) The Borrower is a citizen of India and a major (in terms of age) and is of sound mind and is competent to contract and enter into and perform his /her obligations contemplated under this document/ other document/in respect of the Loan; (b) There is no impediment or restriction, whether under law, judgment, order, award, contract or otherwise, for any of the Borrowers entering into and/or performing any of the transactions contemplated by this/other documents/ in respect of the Loan and all approvals and consents , wherever necessary have been duly obtained and are and will continue to be in full force; (c) The execution hereof constitutes legal, valid and binding obligations of the Borrower. (d) That there is no Event of Default existing; (e) All declarations made by Borrower are true and complete and no material information has been suppressed / withheld.
- i. The Borrower covenants and agrees that, save and except with the prior, specific and express written consent of the Bank, the Borrower shall not: (a) create, assume or incur any further indebtedness to any person; or lend or advance any amounts to any person; or undertake any guarantee or security obligation; (b) except in favour of the Bank, sell, license, let, lease, transfer, alienate, dispose of in any manner whatsoever, surrender or otherwise encumber any of its assets, rights, title or interest, receivables, or any part thereof; or create, facilitate or permit to exist any charge , encumbrance or lien of any kind whatsoever over any of its property or grant any option or other right to purchase, lease or otherwise acquire, any such assets or part thereof; (c)

permit or effect any direct or indirect change in the legal or beneficial ownership or control; (d) Change/ cease/ retire from/ terminate/ resign from the present employment/ profession/business disclosed in the Application; or change, terminate or open any bank account.

j. The Bank shall have the right to not return the Application, the photographs, information and documents submitted by the Borrower. The Bank shall have the right, without notice to or without any consent of the Borrower, to approach, make enquiries, obtain information, from any person including other banks/finance entities/credit bureaus, Borrower's employer/family members, any other person related to the Borrower, to obtain any information for assessing track record, credit risk, or for establishing contact with the Borrower or for the purpose of recovery of dues from the Borrower.

k. Any notice, approvals, instructions, demand and other communications given or made by the Bank shall be deemed to be duly given and served if sent by normal post, courier, registered Post, facsimile, electronic mail, personal delivery, SMS, Whatsup or by pre-paid registered mail addressed to the Borrower's address, phone/ mobile number, fax number or e-mail as given in the Application (or at the address changed on which Bank's acknowledgement is duly obtained) and such notice and service shall be deemed to take effect on the third working day following the date of the posting thereof in case of normal post, courier, registered post, at the time of delivery if given by personal delivery, upon receipt of a transmission report if given by facsimile, upon sending the electronic mail or SMS if given by electronic mail or SMS. The Borrower undertakes to keep the Bank informed at all times in writing of any change in the mailing address, email id, phone and mobile number(s) as provided in the Application and to obtain Bank's written acknowledgement on the intimation given to Bank for any such change.

l. The Bank shall at any time, without any consent of or notice to the Borrower (s) be entitled to securitise, sell, assign, discount or transfer all or any part of the Bank's rights and obligations under the Loan, this document or any other document, to any person(s) and in such manner and on such terms as the Bank may decide. Borrower shall not be entitled to

directly or indirectly assign or in any manner transfer, whether in whole or part, any rights, the benefit or obligation under the Loan, this/other document.

m. The Borrower/s shall at all times maintain sufficient funds in his/her/their bank account/s to ensure that the Instalments are received / realised by the Bank.

n. The Borrower/s shall not be entitled to cancel or issue stop-payment instructions with respect to the post-dated cheques for so long as the Facility (or any part of the Borrower/s' Dues) is outstanding and any such acts of the Borrower/s shall be deemed to have been committed with an intention to cheat the Bank and avoid prosecution under the Negotiable Instruments Act, 1881, and the Bank shall be entitled to initiate appropriate criminal proceedings against the Borrower/s.

o. The Borrower/s shall bear all interest tax, service tax, all other imposts, duties (including stamp duty and relevant registration and filing charges and taxes (of any description whatsoever) as may be levied from time to time by the Government or other authority and all other costs and expenses whatsoever (including but not limited to any costs and expenses incurred by the Bank and its representatives and consultants) in connection with/on (a) the application for, and the grant and repayment of, the Facility, (b) the Application Form, Credit Facility Agreement and/or any Transaction Document, (c) recovery and realisation of the Borrower/s' Dues, (d) creation, enforcement and realisation of the security (if any), (e) inspections, and (f) the Bank's advocate's fees and expenses for any of the above.

The Borrower/s shall also pay/ reimburse the Bank for all losses, damages, costs, charges, claims, expenses and liability of any kind or nature whatsoever (including but not limited to any stamp duty, other duties, taxes, charges and penalties and/or any increases in costs to the Bank by reason of any change in law, or in its interpretation or administration, under/in relation to the Application, the Standard Terms and the security, if any, to be created by the Borrower/s) suffered, sustained or incurred by the Bank (or its representatives and consultants) in connection with any of the above matters if and when the same is required to be paid according to the laws for the time being in force.

### **1.3 DISBURSAL OF THE FACILITY**

a. The loan will be disbursed to the borrower in one or more instalment(s) as may be required by

- the borrower.
- b. The disbursement may be direct the credit to Savings Bank or Current Account of the Borrower, depending upon the purpose for which the loan is sanctioned.
  - c. The borrower shall give at least three clear days prior notice of drawal of any instalment of the loan which advise may be waived by the Bank at its option.
  - d. In the case of joint borrowing by more than one person, the person specified under Schedule of this agreement shall draw the amount in stages as stipulated.
  - e.

#### **1.4. GUARANTOR'S DEFINITION**

"Guarantor(s)" shall mean the persons referred to as 'Guarantor(s)' in the Schedule hereunder written, and shall unless repugnant to the context or meaning thereof, be deemed to: (i) in case the Guarantor is a company incorporated under the Companies Act, 1956, include its successors and permitted assigns; (ii) in case the Guarantor is a partnership firm formed under the Partnership Act, 1932, mean and include the partners for the time being and the legal heirs, executors and administrators of the last surviving partner;

(iii) in case the Guarantor is a sole proprietorship, mean and include the sole proprietor and his/ her heirs, administrators and executors and legal representatives; (iv) in case the Guarantor is a joint Hindu Undivided Family, include the Karta and any or each of the adult members of the HUF and their survivor(s) and his / her / their respective heirs, legal representatives, executors, administrators and permitted assigns; (v) in case the Guarantor is the Governing Body of a Society, include the respective successors of the members of the Governing Body and any new members elected, appointed or co-opted; (vi) in case the Guarantor is a Trust, mean and include the Trustee or Trustees for the time being and from time to time thereof, as well as the beneficiaries of the said trust for the time being and from time to time, and their successors and permitted assigns; (vii) in case the Guarantor is an individual, include his/ her respective heirs, administrators and executors; (viii) in case the Guarantor is a limited liability partnership formed under the Limited Liability Partnership Act, 2008, include its successors and permitted assigns.

## **ARTICLE II**

### **REPAYMENT OF LOAN, INTEREST, OTHER CHARGES & EVENT OF DEFAULT**

#### **2.1 REPAYMENT OF LOAN**

- a. The Borrower agrees to repay the loan amount together with interest in the period specified in

Schedule of this agreement in equated monthly instalments (EMI) stated in Schedule of this agreement.

- b. The first of such instalment shall be paid on or before the date specified under Schedule of this Agreement and subsequent instalments on or before the same day of each month thereafter, till complete repayment.
- c. The Loan, interest, compound interest, default interest, any other charges, dues and monies payable, costs and expenses reimbursable, as outstanding from time to time and whether any of them due or not, are hereinafter collectively referred to as "Outstanding Balance".

The Borrower shall pay interest on the Loan, the unpaid due interest and all other outstanding charges and monies (except the default interest), at the rate of interest specified in the Schedule hereto, on the outstanding daily balance from the date of Disbursement, compoundable at monthly rests. The Bank in its sole discretion would be entitled to change the said rate of interest from time to time including on account of changes made by the Reserve Bank of India, which would be intimated to the Borrower(s) and would be binding upon the Borrower(s). The Borrower shall also pay and bear all interest tax, if any, as applicable from time to time. The Borrower (s) shall repay the Loan and pay the interest that is due from time to time by way of equated monthly instalments (EMIs) as specified in the Schedule or as may be specified by the Bank from time to time (time being the essence of the contract). The Borrower has perused, understood and agreed to Bank's method of calculating EMIs as also the appropriation thereof into principal and interest.

- d. The payment of all the monies by the Borrower including EMIs shall be made on or before the respective due dates, at such place as the Bank may require, without any set-off or counterclaim or withholding or deduction (save as required by law in which case the amount payable by the Borrower to the Bank shall be increased to the amount which after making such deduction or withholding equals the original due amount as if no withholding or deduction were required), by way of one or more modes and instruments including post-dated cheques ("PDCs"), Standing Instructions (SI)/ Electronic Clearing System (ECS) instructions/ other mode/instrument, as acceptable to the Bank from time to time. If any due date falls on a non-business day of the Bank, the payment shall be made by the Borrower on the immediately preceding business day of the Bank. In case of cheques/other instrument, the payment shall be deemed to have been made by the Borrower only at the point of time the sum is credited and realized fully in Bank's account irrespective of

the date of instrument or time of receipt or presentation of instrument.

In case of any default, the Borrower shall without prejudice to Bank's other rights and remedies, pay additional /default interest at the rate mentioned in the relevant clause or Application or Sanction Intimation Letter or as may be prescribed by the Bank, over and above the then applicable rate of interest till full payment is made /default is cured. This liability shall not act as justification for any default.

- e. The Borrower(s) shall pay to Bank, the charges, fees, commissions, margins etc., specified in the relevant clause or Application or Sanction Intimation Letter or as specified by the Bank from time to time, within such time or upon occurrence of such events as specified and if not specified then forthwith upon demanded by the Bank. All other present and future costs and expenses, taxes (as applicable from time to time), any related levy, stamp duty, in all jurisdictions, in relation to the this /other documents/any transaction pursuant thereto, irrespective of who the beneficiary is, shall be borne and payable solely by the Borrower, including for creation, enforcement, preservation of security, recovery, initiating/defending/pursuing any legal proceedings/ actions by Bank. In case of any such sums if paid or incurred by the Bank, the Borrower shall be liable to reimburse the same to the Bank in full forthwith and / or authorise the Bank to debit the account/s of the Borrower.
- f. Notwithstanding the mode of repayment/payment selected by the Borrower/s in the Application Form, the Borrower/s shall continue to remain at all times liable and responsible for ensuring the payment/repayment of all Instalments and all other monies in respect of the Facility to the Bank on or before the relevant Due Date(s) without any further notice/intimation being given by the Bank and all such amounts payable by the Borrower/s to the Bank shall be paid, at such place/s as the Bank may specify, without any deductions whatsoever so as to enable the Bank to fully realise the amounts due on or before the respective Due Date(s). Credit for payments by any method will be given only on realisation or on the relative Due Date(s) whichever is later.

The acceptance by the Bank of any payment which is less than the full Instalment or other amounts due and owing at such time shall not constitute a waiver of the Bank's right to receive payment in full at such time or at any subsequent time or a waiver of any other rights whatsoever of the Bank under the Loan Terms.

- g. If the Due Date in respect of any amounts payable in respect of the Facility under the

Loan falls on a day which is not a Business Day at the place where the payment is to be made, the immediately preceding Business Day shall be the Due Date for such payment.

## 2.2 INTEREST

a. The Borrower agrees to pay interest at the rate on the rests specified under Schedule of this agreement, with the rests mentioned therein. Provided that the interest payable by the borrower shall be subject to the changes in interest rates made by the Reserve Bank from time to time.

b. The interest shall be calculated respectively on the daily balance of the amount due.

c. Interest specified in the Sanction Letter or any other provision in the Transaction Documents will be computed from the respective date of drawal and shall become payable upon the footing of compound interest with monthly rests or such other rests as may be prescribed by the Bank from time to time.

d. Interest on the outstanding amounts under the Facilities / discount or other charges when debited to the relevant Account by the Bank, shall be calculated on the daily debit balance of such Account. In the event of remittance being made into the account after the normal business hours (i.e. beyond 4 hours from the commencement of business hours), but within the extended business hours, the Bank will have the discretion to value date such remittance on the next succeeding business day for the purpose of calculation of interest.

e. Interest, commission, discount and all other charges shall accrue from day to day and shall be computed on the basis of 365 days a year for rupee Facilities and 360 days for foreign currency Facilities, and the actual number of days elapsed.

f. Without prejudice to the above, the Bank will also have the right to charge and the Borrower will remain liable to pay penal charges @2% per annum or at such rate as may be prescribed by the Bank and/or the Reserve Bank of India, from time to time, in case the borrower violates any of the terms and conditions contained herein and/or in the sanction letter and/or for becoming the account irregular/out of order/ Non-Performing Asset and/or the credit rating of the Borrower is downgraded or on account of changes in risk weight stipulated by RBI or on any other circumstances, as the Bank may deem fit and necessary, provided that the charging or payment of

such penal rate of interest shall be without prejudice to other rights and remedies of the Bank.

### **2.3 PRE- PAYMENT CHARGES**

If the borrower has availed the loan on Fixed Rate of Interest, the Borrower agrees to pay Prepayment Charges in the event of prepayment of the loan, either partly or fully at the rates mentioned in Schedule or at such other rates as may be fixed by the Bank from time to time

### **2.4 PAYMENT OF OTHER CHARGES/ FEES**

The Borrower agrees to pay processing fee/upfront fee, commitment charges, valuation charges, documentation charges, inspection charges and such other charges fixed by the bank from time to time.

### **2.5 DELIVERY OF POST-DATED CHEQUES BY BORROWER**

On demand the Borrower agrees to deliver to the Bank post-dated cheques for the monthly instalments and the Borrower warrants that the cheque will be honoured on first presentation. Any non-presentation of a cheque due to any reason will not affect the liability of the Borrower to pay the monthly instalments or any other sum. The Borrower agrees to forthwith replace the cheque/issue fresh cheques if required by the Bank.

The borrower shall not be entitled to call upon the Bank to refrain from presenting any cheque for payment and if the borrower does so, the Bank shall nevertheless be entitled to present the cheque for payment and in the event of dishonour the provisions under Chapter XVII of the Negotiable Instruments Act, 1881 shall apply.

The Borrower/s shall promptly replace the post-dated cheques and/or the mandates, agreements and/or other documents executed for payment of the Instalments and issue fresh post-dated cheques, mandates, agreements and/or other documents in lieu thereof to the satisfaction of the Bank, if the Bank is facing any difficulty/inconvenience/impediment for any reason whatsoever in presenting such cheques / issuing debit instructions or if required at any time by the Bank at its sole discretion. The Borrower/s may, subject to prior approval by the Bank, be permitted to swap/ exchange the post-dated cheques issued to the Bank with alternate post-dated cheques drawn on another bank (as approved by the Bank) subject to payment to the Bank of the "cheque swap" charges as specified from time to time.

### **2.6 STATEMENT OF ACCOUNT/ EXTRACT FROM THE COMPUTER TO BE CONCLUSIVE PROOF**

The Borrower(s) agrees to accept as conclusive proof of the correctness of any sum claimed to be due from them to the Bank under the respective agreements for credit facility(ies), a statement of account/ extract from the computer or otherwise without the production of any voucher/document/register.

### **2.7 BANK'S RIGHT TO APPROPRIATE AMOUNT PAID BY THE BORROWER(S)**

The Borrower agree, declare, affirm and confirm that notwithstanding any of the provisions of the Contract Act or any other law or any terms and conditions to the contrary contained in this Agreement and/or any security documents, any payment(s) made by the Borrower to the Bank shall unless otherwise agreed by the Bank in writing be appropriated by the Bank in the following manner:-

Any payments made by/on behalf/ for the Borrower or any realisations in relation to the Loan, security, shall be appropriated towards the Outstanding Balance and/ or Liabilities (as defined hereinafter) in the following order: (a) Firstly, towards costs and expenses incurred by the Bank; (b) Secondly, towards any charges, commissions, fees, taxes, levies (wherever applicable); (c) Thirdly, towards additional/ default interest; (d) Fourthly, towards interest; (e) Fifthly, towards principal amount(s). Any statement of account furnished by the Bank shall be accepted by and be binding on the Borrower(s) and shall be conclusive proof of the correctness of the amounts mentioned therein except for any manifest error therein.

### **2.8 EVENTS OF DEFAULT**

Notwithstanding anything contained herein or in the security documents, Bank may at its sole and absolute discretion recall the whole advance and the Bank will be entitled to enforce its security upon the happening of any of the following events, viz:

- a. Any one or more instalment(s) (EMI) being unpaid upon the due date for payment thereof;
- b. The Borrower/s committing any breach of default in the performance or observance of these presents and/or the borrower's proposal and/ or security documents or any other terms or conditions relating to the advance;
- c. The Borrowers/Guarantor(s) entering into any agreement or composition with its creditors or commit any act of insolvency;
- d. Any execution or distress being enforced or levied against the whole or any part of the Borrower's/Guarantor(s)'s properties;
- e. The Borrower/Guarantor(s) going into insolvency proceedings;

- e. A Receiver being appointed in respect of the whole or any part of the property of the Borrower/Guarantor(s).
- f. The Borrower/Guarantor(s) ceasing or threatening to cease, to carry on its activities;
- g. The occurrence of any event or any circumstance which is prejudicial to or impairs, imperils or depreciates or is likely to prejudice, impair, imperil or depreciate the security given to the Bank; and
- h. The occurrence of any event or circumstance which would prejudicially or is like to prejudicially or adversely affect in any manner the capacity of the Borrower to repay the loan.
- i. Failure on Borrower's part to perform any of the obligations or terms or conditions or covenants applicable in relation to the Loan including under this/other documents including non-payment in full of any part of the Outstanding Balance when due or when demanded by Bank
- k. any misrepresentations or misstatement by the Borrower
- j. If any attachment, distress, execution or other process against the Borrower/its assets or any of the security is threatened, enforced or levied upon by any person
- k. fall, reduction or decrease, in the opinion of the Bank, in value of any security lower than the value required by the Bank
- l. the event of death, insolvency, failure in business, commission of an act of bankruptcy of the Borrower, or change or termination of employment/profession/business for any reason whatsoever.

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

## **2.9. COVENANT TO PAY BY THE GUARANTOR(S)**

- a. In consideration of the Bank granting or continuing to make available the Loan so long as it may think fit to the Borrower(s), and agreeing to grant at the Bank's sole and absolute discretion the Additional Loan to the Borrower, the Guarantor(s) jointly and severally hereby irrevocably and unconditionally guarantee the full performance of this Agreement and the Collateral Documents by the Borrower(s) and all of its obligations hereunder in relation to the First Loan and the Additional Loan and the respective Dues, and under the Documents and in connection herewith and with the Documents and regular and punctual payment of all sums due under this Agreement and the Documents from the Borrower(s); and in the event of any non-performance of the whole or any part of this Agreement or any of the Documents by the Borrower(s), the Guarantor(s) hereby agree to pay

to the Bank on demand and without any demur,

protest, contestation or reference to any other Party all monies and discharge all obligations and liabilities whether actual or contingent now or anytime hereafter due, owing and incurred to the Bank by the Borrower(s) together with interest, (as well as before any demand or judgment) till the date of payment at such rates and upon such terms and conditions as the Bank may stipulate in this regard and all costs, fees, charges, and expenses as may from time to time be payable by the Borrower(s) in terms hereof. In case of there being more than one Guarantor, their liability in terms of this clause 2.9 shall be joint and several.

b. This Guarantee is a continuing guarantee and shall continue notwithstanding the death, insolvency, lunacy, liquidation/dissolution (as the case may be) or any incapacity of the Borrower(s) or Guarantor(s) or, (in case the Guarantor is more than one), any one, more than one or all of them; or any change in the constitution of any of the Borrower(s) or Guarantor(s) or in the name or style of the Borrower(s) or the Guarantor(s).

c. The Guarantor(s) hereby agree that it shall not be necessary for the Bank to exhaust its rights or take any action against the Borrower(s) or any other guarantor for the same debt before requiring the Guarantor to make payment under this Agreement.

d. The Guarantor(s) hereby expressly agree that without his/its/their consent, the Bank shall be at liberty to vary, alter, or modify the terms and conditions of this Agreement, the Documents and/or of the security created herein and that any such variation, alteration or modification shall not serve as a discharge of the Guarantor(s)' obligations herein.

e. The Guarantor(s) shall not in the event of the liquidation/insolvency of the Borrower(s) prove in competition with the Bank in the liquidation proceedings.

f. Any indebtedness of the Borrower(s) now or hereafter held by the Guarantor is hereby subordinated to the indebtedness of the Borrower(s) to the Bank; and such indebtedness of Borrower(s) to the Guarantor, if the Bank so requests shall be collected, enforced and received by Guarantor as trustee for the Bank and be paid over on account of the indebtedness of Borrower(s) to the Bank but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this guarantee.

g. The Guarantor agrees that as a pre-condition of the said Loan given to the Borrower by the Bank, in case the Borrower commits default in repayment of the said Loan or in the repayment of the interest thereon or any installments thereof on the due dates or in case of default by the Guarantor in the performance of the obligations hereunder, the Bank and/or Reserve Bank of India will have an unqualified right to disclose or publish the name of the Borrower and/or Guarantor and its/their Directors / Partners / Proprietor as willful defaulters in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.

h. The Bank shall have the right of set-off/net off on the deposits of any kind and nature (including fixed deposits) held/balances lying in any accounts of the Guarantor and on any monies, securities, bonds and all other assets, documents, deeds and properties held by/under the control of the Bank / their trustees or agents (whether by way of security or otherwise pursuant to any contract entered/to be entered into by the Guarantor in any capacity) to the extent of all outstanding dues, whatsoever, arising as a result of any of the Bank's services extended to and/or used by the Borrower and/or as a result of any other facilities that may be granted by the Bank to the Borrower. The Guarantor also notes the banker's lien available to the Bank on the aforesaid assets.

### **ARTICLE III SECURITY FOR THE FACILITY & OTHER TERMS**

#### **3.1 SECURITY**

a. The Borrower(s) agrees to furnish security, guarantee etc. as stipulated in the sanction letter of the Bank and as demanded by the Bank from time to time. The Borrower(s) agrees to maintain such security margin as may be stipulated by the Bank. The Borrower(s) also agrees that the security offered for one facility shall be additional security for all other credit facilities. The Bank shall have absolute right to decide whether or not it will accept security for the purpose of any/some/all of the aforesaid credit facilities any movables and other assets offered to the Bank from time to time by the Borrower(s). The Bank shall be at liberty at its sole and absolute discretion at any time without previous notice and without assigning any reasons whatsoever to cease to accept the security from the Borrower(s) and/or to cease make advance there against.

b. The Borrower shall not, without the written consent of the Bank, create in any manner any charge, lien or other encumbrance on the security given to the Bank in respect of such advance or create any interest in such security in favour of any other party or person.

c. The Borrower shall furnish and create such security from time to time in favour of or for the

benefit of the Bank, of such value, in such form and in such manner, as may be deemed fit by the Bank, forthwith upon so required by the Bank. The Bank shall also have the right to stipulate any other and further terms and conditions that it may deem fit at any time prior to or after the grant of the Loan, which shall be binding on the Borrower.

#### **3.2 BANK'S RIGHT OF GENERAL LIEN AND SET OFF**

a. The Bank shall have the right of set-off/net off on the deposits of any kind and nature (including fixed deposits) held/balances lying in any accounts of the Borrower and on any monies, securities, bonds and all other assets, documents, deeds and properties held by/under the control of the Bank / their trustees or agents (whether by way of security or otherwise pursuant to any contract entered/to be entered into by the Borrower in any capacity) to the extent of all outstanding dues, whatsoever, arising as a result of any of the Bank's services extended to and/or used by the Borrower and/or as a result of any other facilities that may be granted by the Bank to the Borrower. The Borrower also notes the banker's lien available to the Bank on the aforesaid assets.

b. In addition to the above mentioned right or any other right which the Bank may at any time be entitled whether by operation of law, contract or otherwise, the Borrower authorises the Bank: (A) to combine or consolidate at any time all or any of the accounts and liabilities of the Borrower with or to any branch of the Bank; (B) to sell or dispose off any of the Borrower's securities or properties held by the Bank by way of public or private sale or assignment or in any other manner whatsoever without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to the Bank from the Borrower, including costs and expenses in connection with such sale / disposal/ transfer / assignment.

c. Notwithstanding anything to the contrary in this document or any other document /arrangement: (i) in respect of all and any of Borrower's present and future liabilities to the Bank, its affiliates, group entities, associate entities, parent, subsidiaries, any of their branches (collectively "Relevant Entities"), whether under this document or under any other obligation/loan/facilities/borrowings/document, whether such liabilities are/be crystallised, actual or contingent, primary or collateral or several or jointly with others, whether in same currency or different currencies, whether as principal debtor and/or as guarantor and/or otherwise howsoever (collectively "Liabilities"), each of the Bank and the Relevant Entities shall in addition to any general lien or similar right to which any of them as bankers may be entitled by law, practice, custom or otherwise, have

a specific and special lien on all the Borrower's present and future stocks, shares, securities, property, book debts, all moneys in all accounts whether current, savings, overdraft, fixed or other deposits, held with or in custody, legal or constructive, with the Bank and/or any Relevant Entities, now or in future, whether in same or different capacity of the Borrower, and whether severally or jointly with others, whether for any banking relationship, safe custody, collection, or otherwise, whether in same currency or different currencies; and (ii) separately, each of the Bank and the Relevant Entities shall have the specific and express right to, without notice to and without consent of the Borrower, set-off, transfer, sell, realize, adjust, appropriate all such amounts in all accounts (whether prematurely or upon maturity as per the Bank's discretion), securities, amounts and property as aforesaid for the purpose of realizing or against any of dues in respect of any of the Liabilities whether ear-marked for any particular Liability or not, combine or consolidate all or any of accounts of the Borrower and set-off any monies, whether of same type or nature or not and whether held in same capacity or not including upon happening of any of the events of default mentioned in any of the documents pertaining to the respective Liabilities or upon any default in payment of any part of any of the Liabilities.

(iii) The Bank and the Relevant Entities shall be deemed to have and hold and continue to have first charge on any assets including any deposit on which security has been/will be created in respect of the Loan, as security also for any of the other Liabilities and all the rights and powers vested in the Bank in terms of any security or charge created for the Loan shall be available to the Bank and /or the Relevant Entities also in respect of such other Liabilities, irrespective of the fact whether the Loan is at any time outstanding, repaid or satisfied or not and even after the Loan has been repaid or prepaid.

### **3.3 INSURANCE**

The Borrower agree that all the assets mortgaged or otherwise charged to the Bank as security for the aforesaid credit facilities shall be kept at the Borrower's risk and expenses in good condition and fully insured against fire and/or such other risk(s) as the Bank may from time to time stipulate in the joint name of the Borrower and the Bank with an insurance company approved by the Bank and for such amount as the Bank may consider necessary and that the insurance policies shall be delivered to the Bank. If the Borrower fails to effect such insurance, the Bank may, without being obliged to do so, insure the movable and immovable and other assets against fire and such other risk(s) in joint names of Bank and Borrower and debit the premium and such other charges to any account of the Borrower opened or to be

opened. The Borrower agrees that debiting of insurance premium for a particular year(s) will not cast any obligation on the Bank to take out insurance policies of the secured assets in subsequent years. In the event of Bank being at any time apprehensive that the safety of the goods/assets is likely to be endangered owing to riot and/or strike (including fire arising therefrom) and/or floods, earthquakes etc. and/or also resulting in the loss of production therefrom, the Bank may at its own discretion, but without being bound to do so, insure or require the Borrower to insure in joint names against any damage arising therefrom, the cost of such extra insurance being payable by the Borrower be debited to any such account. If the Bank desires that the assets shall be insured against theft, the Borrower shall provide sufficient cover therefor.

The Borrower agrees that in the event of loss of insured asset, the Borrower shall submit the insurance claim to the insurance company under intimation to the Bank and in the event of receipt of claim amount directly from the insurance company the Borrower undertakes to remit the same to the Bank. The Borrower further expressly agree that the Bank shall be entitled to adjust, settle, compromise or refer to arbitration any dispute arising under or in connection with any insurance and such adjustment, settlement, compromise and any award made on such arbitration shall be valid and binding on the Borrower and also to receive all monies payable under any such insurance or under any claim made thereunder and to give a valid receipt therefor, and that the amount so received shall be credited to the Borrower's account and the Borrower shall not raise question that a larger sum might or ought to have been received or be entitled to dispute its liability for the balance remaining due on any account or accounts after such credit. Provided that the Bank may at its sole, absolute and unqualified discretion waive all or any of these requirements. The Bank may at its own discretion and upon Borrower's request, also finance the Borrower for the insurance premium of insurance policy taken by Borrower as per Borrower's own wish from any insurance company of Borrower's choice, which sum(s) shall be added to the principal amount under the Loan and all the terms and conditions shall be additionally applicable thereto All expenses, charges, fees, taxes etc. as applicable on any such insurance shall be incurred and paid by the Borrower, however in case paid by the Bank on Borrower's behalf, the Borrower shall reimburse the same to the Bank within 24 hours of the Bank's demand. The Borrower shall instruct the insurance company to add the Bank as loss payee in any such insurance policy.



## ARTICLE IV

### DISCLOSURE OF DETAILS OF BORROWER/GUARANTOR AND VALIDITY OF THE AGREEMENT

#### 4.1 DISCLOSURE OF DETAILS OF BORROWER(S) / GUARANTOR(S)

The Borrower/Guarantor agrees and gives consent without any demur or protestation that

a. In the event of default in repayment of any monies or in the performance or breach of any terms or obligations, the Bank and/ or the Reserve Bank of India or any other authorized agency will have an absolute discretion or unqualified right, power and authority to disclose or publish names of the borrower(s) and or names and photographs of its directors / partners /office bearers / constituents / members as DEFAULTER in such manner as they think fit;

b. As a precondition relating to the grant of the credit facilities, the Borrower/Guarantor hereby agrees and consents for the disclosure by the Bank of all or any information and data relating to the Borrower, the credit facilities availed by the Borrower, obligations assumed/ to be assumed by the Borrower in relation thereto and default if any committed by the Borrower in discharge thereof, as the Bank may deem appropriate and necessary to disclose and furnish to Transunion CIBIL limited and any other agency so authorised in this behalf by RBI. The Bank shall also have the right to make disclosure of information relating to the Borrower to any other governmental/ regulatory/ statutory or private agency as required under law from time to time. The Borrower's personal /KYC details may be shared with Central KYC registry. The Borrower hereby authorize and give consent to the Bank to disclose, without notice to the Borrower, information furnished by the Borrower in application form(s)/related documents executed / to be executed in relation to the facilities availed from the Bank, to the Bank's other branches/Subsidiaries/affiliates/ Credit bureau/Rating Agencies, Service Providers, banks/financial institution,

governmental/ regulatory authorities or third parties for KYC information verification, credit risk analysis, or for other related purposes that the Bank may deem fit. The Borrower hereby specifically waive the privilege of privacy and privity of contract.

c. The Borrower/Guarantor hereby agrees that the Transunion CIBIL limited and any other agency so authorised may use, process the said information and data

disclosed by the said Banks in the manner as deemed fit by them; and the Transunion CIBIL limited and any other agency/ies so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to the Bank and confirms that the Borrower shall not raise any dispute whatsoever in that behalf in all respects and to all intents.

d. The Borrower/Guarantor hereby acknowledges and agrees that the Bank has a right to carry out specific audits through its auditors including those related to diversion /siphoning of funds by the Borrower, if and when decided by the Bank. The Borrower agrees and undertakes to co-operate with such Auditors and provide the necessary information and/or documents as may be required by such Auditors. The Borrower also agrees and undertakes to bear all the expenditure in respect of such audit and agrees to indemnify and keep the Bank indemnified in this regard.

e. The Bank shall at any time, without any consent of or notice to the Borrower (s) be entitled to securitize, sell, assign, discount or transfer all or any part of the Bank's rights and obligations under the Loan, this document or any other document, to any person(s) and in such manner and on such terms as the Bank may decide.

The Borrower shall not be entitled to directly or indirectly assign or in any manner transfer, whether in whole or part, any rights, the benefit or obligation under the Loan, this/other document.

f. Bank shall be entitled at its discretion to engage/ avail of, at the risk and cost of the Borrower, services of any person /third party service provider/agent/agency, for anything required to be done for/ in relation to/ pursuant to the Loan, including collections, recovery of dues, enforcement of security, getting or verifying any information of the Borrower/ assets, and necessary or incidental lawful acts/ deeds/ matters and things connected thereto, as the Bank may deem fit.

#### 4.2 AGREEMENT NOT PREJUDICIAL TO ANY RIGHTS

**OR REMEDIES OF THE BANK**

Nothing contained herein shall prejudice any rights or remedies of the Bank in respect of any present or future security, guarantee, obligation or decree for any indebtedness or liability of the Borrower to the Bank.

**4.3 SPECIAL CONDITIONS**

In addition to the other terms and conditions stated in this Agreement, the General Conditions and the other Transaction Documents, the Borrower shall also comply with the terms and conditions specified in Schedule hereto.

**4.4 SEVERABILITY OF PROVISIONS**

If any provision of this agreement is illegal, invalid or unenforceable for any reason, it will be severed from the remaining provisions, which will remain unaffected.

**4.5 VALIDITY OF THE AGREEMENT**

This agreement shall be valid and binding on the Borrower till the ultimate balance with interest thereon to become payable upon the said loan account including all moneys lent, advanced, paid or incurred together with interest, discount, commission and other banking charges as fixed by the bank from time to time and other costs, charges and expenses which may become payable in connection therewith.

**4.6 INTERPRETATIONS AND CONSTRUCTION OF THE AGREEMENT**

For the purposes of interpretation and construction of this agreement: Words importing one gender include the other; Words importing the singular or plural number include the plural

and singular numbers respectively; Any Schedule, and the provision and conditions contained in such Schedule will have the same effect as if set out in the body of the agreement. In the event of any conflict between the Schedule and the body of this agreement, the provisions and conditions in the Schedule of this agreement will prevail. The Section Headings or Chapter Headings used in this Agreement are intended for convenience only and shall not be used in interpreting this agreement or in determining any of the rights/ obligations of the parties to the Agreement.

**4.7 WAIVER OF RIGHTS INCONSISTENT TO THE AGREEMENT**

The Borrower(s)/ Applicant(s) hereby further waive all his/ her/their rights inconsistent herewith which the Borrower(s)/ Applicant(s) may otherwise be entitled to claim and enforce in respect thereof.

**ARTICLE - V**

**5. INFORMATION UTILITY**

The Borrower and Guarantor/s confirms and agrees that the Lender shall also be entitled to disclose information, as stated above to any person as may be required/ specified by applicable laws including but not limited to consent for disclosure of information to Information Utilities set up pursuant to the Insolvency and Bankruptcy Code, 2016. The disclosure as stated above may be made/ released in any form (including electronic, media) with such details (including photographs) as may be deemed fit by Lender. The Charges as applicable shall be borne by the Borrowers/Guarantors to the Credit Facility.

**ARTICLE - VI**

**RBI Disclosures in terms of Circular Ref: RBI/2021-2022/125 dtd Nov 12, 2021. Publication regarding SMA/NPA Classification**

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

Loans in the nature of Term Loans		Loans in the nature of Cash Credit/Overdraft	
SMA Sub-categories	Basis for classification- Principal or interest payment or any other amount wholly or partly overdue.	SMA Sub-categories	Basis for classification- Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:

SMA-0	Upto 30 days		
SMA-1	More than 30 days And upto 60 days	SMA-1	More than 30 days And upto 60 days
SMA-2	More than 60 days And upto 90 days	SMA-2	More than 60 days And upto 90 days