



AMC & PERIPHERAL ASSET LOAN
General Terms and Conditions
Version October 2020

These General Terms and Conditions are and shall be applicable to the Loan and the Borrower shall be bound by the same, in addition to the '*Terms and Conditions Applicable to AMC & PERIPHERAL ASSET Loan*' as the case may be ("**Terms**").

1. The capitalised terms used herein but not defined herein but defined in the Terms shall have the same meaning as ascribed to them in the Terms.

2. In case of there being more than one Borrowers (i.e. there being co-borrowers), the reference to the term "Borrower" shall be deemed to be as if it were plural and this document shall be read accordingly as if made and liabilities undertaken by each of them jointly and severally. Reference to the masculine gender includes reference to the feminine and neuter genders and vice versa.

3. The Borrower has perused, understood and agreed to Bank's method of calculating EMIs as also the appropriation thereof into principal and interest. 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/ National Automated Clearing House (NACH) mandates/ other mode/instrument, as acceptable to the Bank from time to time. The Borrower acknowledges that any dishonour or return unpaid of any instrument/ instruction/ mandate as above, whether physical or electronic, for any reason whatsoever, including but not limited to stop payment, revocation/ withdrawal/ amendment/ cancellation of the instruction/ instrument/ mandate, shall amount to commission of an offence by the Borrower and its signatories in terms of Section 138 of the Negotiable Instruments Act, 1881 or Section 25 of the Payment and Settlement Systems Act, 2007, as the case may be. 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. Without prejudice to the generality of the aforesaid, the Borrower irrevocably and unconditionally authorises the Bank and confirms that the Bank shall be authorized (without any further act, deed or writing on the part of the Borrower and without any requirement of the Bank consulting or informing or taking prior consent of the Borrower or any other person) to, from time to time, debit the account(s) of the Borrower with the Bank including any term/other deposits, and/or appropriate any monies thereunder/in (including by prematurely terminating the term/other deposits), towards/against payment/repayment to the Bank of all monies/ Outstanding Balance or any part thereof including EMIs, on the respective due dates or as per the discretion of the Bank. 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 Schedule hereto/ Application 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.



4. All taxes including goods and services tax in relation to any transaction (including on payment of interest/ additional interest, any other fees, costs, charges, expenses, premia) pursuant to these terms and conditions, including interest tax, if any, and whether in law payable by/chargeable to Borrower or the Bank or any other person, whether applicable now or in future, shall be to the account of, borne and paid solely and entirely by the Borrower in addition to and over and above any payments/reimbursements to the Bank together with the taxes on reimbursements, if any, and accordingly all the payments and reimbursements to the Bank shall be exclusive of any taxes. The Borrower(s) shall pay to Bank, the charges, fees, commissions, etc, specified in the Schedule hereto/ Application 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.

5. The Bank shall at its sole discretion, be entitled to revise the Interest Rate and Default Interest Rate on the Loan, without, assigning any reason for such revision and such revised rates shall thereafter apply to the Borrower(s). The Bank shall have the right to reset the Interest & the Spread upon occurrence of any of the following:- a) RBI revising the standard provisioning requirements for banking assets; or b) RBI enhancing the risk weightage norms for banking assets; or c) RBI changing the norms for classification of banking assets; or d) Downward revision in the credit rating of the Borrower and/or third-party security provider by a Credit Rating Agency and /or internal ratings; e) Occurrence of an event of default or potential event of default; or f) Bank's internal reviews and/or changes in externally prevailing directives of regulatory authorities.

6. Any payments made by/on behalf of/ 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.

7. Notwithstanding anything stated in any document, the continuation of the Loan shall be at sole and absolute discretion of the Bank and the Bank reserves the right to cancel the Loan (whether before or after the Disbursement) and/or call upon and demand from the Borrower in the Bank's sole discretion and without assigning any reason to pay the Outstanding Balance and upon such demand exercise by the Bank of such right to demand and any such demand shall constitute sufficient notice of such cancellation and upon such by the Bank, the Borrower shall, within 48 hours of being so called upon, pay the whole of the Outstanding Balance to the Bank without any delay or demur or deductions, withholding, set off, counter claim.



8. The Borrower shall be entitled to prepay the Loan: (i) only if Bank permits the same upon at least 15 days' written notice from Borrower communicating intention to prepay at Bank's lending branch; and (ii) only after expiry of 06 EMIs from Disbursement date; and (iii) subject to such conditions as the Bank may prescribe including payment of the prepayment charges as mentioned in the Schedule hereto/ Application or as specified from time to time by the Bank. Such prepayment shall take effect only when entire Outstanding Balance has been paid to and realized by the Bank.

9. 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 including repayment, interest, default interest, 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.

10. The Borrower shall furnish and create such security and margin 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.

11. 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, judgement, 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; (f) The Borrower is duly empowered and authorised to borrow the Loan, enter into and/or perform any of the transactions contemplated by this document/other documents/ in respect of the Loan.

12. Negative Covenants: 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, encumber, mortgage, hypothecate, 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.



13. The following events shall constitute events of default (each an “**Event of Default**”), and upon the occurrence of any of them then without prejudice to the Bank’s other rights and remedies under law or contract, the entire Outstanding Balance shall become immediately due and payable by the Borrower and further enable the Bank inter alia to recall the entire Outstanding Balance and/or enforce any security and transfer/sell the same and/or to appoint any receiver to take possession and recover and manage any assets of the Borrower to recover the Bank’s dues and/or take, initiate and pursue any actions/proceedings as deemed necessary by the Bank for recovery of the dues: (a) 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 these terms and conditions/other documents including non-payment in full of any part of the Outstanding Balance when due or when demanded by Bank; (b) any misrepresentations or misstatement by the Borrower; or (c) occurrence of any circumstance or event which adversely affects Borrower’s ability/capacity to pay/repay the Outstanding Balance or any part thereof or perform any of the obligations; (d) 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; or (e) fall, reduction or decrease, in the opinion of the Bank, in value of any security lower than the value required by the Bank; (f) 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, or (g) any breach by the Borrower of any of the provisions of any of the agreements or contracts with any other person or lender including default in repayment of any other facility or loans, or invocation by any person of any guarantee given by the Borrower to any such person. 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.

14. Notwithstanding anything to the contrary in any other documents: (a) In respect of all and any of Borrower’s, its affiliates’, group entities’, parent entities’, associate entities’, subsidiaries’ (collectively “**Borrower Group Entities**”), present and future liabilities to the Bank, its affiliates, group entities, associate entities, parent entities, subsidiaries, any of their branches (collectively “**Bank Entities**”), whether under the terms and conditions 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 Bank Entities shall in addition to any general lien or similar right (to which any of them may be entitled by law, practice, custom or otherwise), have a specific and special lien on all the Borrower’s and/or Borrower Group Entities’ present and future deposits, stocks, shares, securities, property, assets, security interest, book debts, all moneys in all accounts whether current or other deposits, loan accounts, held with or under control of or deposited with or to the order of or in custody, legal or constructive, with the Bank and/or any Bank Entities, now or in future, whether in same or different capacity of the Borrower/any of the Borrower Group Entities, and whether singly, severally or jointly with others, whether for any borrowing, financial relationship, safe custody, collection, or any other purpose, or otherwise, whether in same currency or different currencies, and together with all benefits and accrual thereon. (b) Separately, each of the Bank and the Bank Entities shall have the specific and express right, without notice to and without consent of the Borrower or any of the Borrower Group Entities, to set-off, transfer, sell, realize, adjust, appropriate all such amounts in all such accounts and deposits (whether prematurely or upon maturity as per the Bank’s discretion), securities, amounts, property, etc. as aforesaid (including benefits and accruals thereon), for the purpose of realizing or against any of dues or monies/liabilities outstanding in respect of any of the Liabilities whether ear-



marked for any particular Liability or not, to combine and/or consolidate all or any of accounts of any of the Borrower and the Borrower Group Entities including with different branches or different Bank Entities and set-off any such monies and/or assets, securities, amounts, property, etc. as aforesaid (including benefits and accruals thereon), whether such accounts are 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. (c) The Bank and the Bank 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 any Liabilities other than the Loan, as security also for the Loan and Outstanding Balance thereunder; and all the rights and powers vested in the Bank in terms of any such security or charge created for such other Liabilities shall be available to the Bank and/or the Bank Entities also in respect of the Loan and the Outstanding Balance, irrespective of the fact whether any such Liabilities and/or the Loan is/are at any time outstanding, repaid or satisfied or not and even after such Liabilities and/or the Loan has/ve been repaid or prepaid.

15. 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.

16. 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 any necessary or incidental lawful acts/ deeds/ matters and things connected thereto, as the Bank may deem fit.

17. The Bank shall have the right to not return the Application, the photographs, information and documents submitted by the Borrower. The Bank shall, without notice to or without any consent of the Borrower, be absolutely entitled and have full right, power and authority to make disclosure of any information relating to Borrower including personal information, any 'know your customer' (KYC) data, details in relation to documents, Loan, defaults, security, obligations of Borrower, to the credit Information companies and/or any other governmental/regulatory/statutory or private agency/entity, credit bureau, information utilities, RBI, the Bank's other branches/ subsidiaries / affiliates / rating agencies, service providers, other banks / financial institutions, any third parties, any assignees/potential assignees or transferees, any Central KYC Registry or any agency or entity authorized, in this regard under applicable law who may need the information and may process the information, publish in such manner and through such medium as may be deemed necessary by the publisher/ Bank/ RBI, including publishing the name as part of willful defaulter's list from time to time, as also use for KYC information verification, credit risk analysis, or for other related purposes. In this connection, the Borrower waives the privilege of privacy and privity of contract. 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 information companies, information utilities, 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.



18. 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 or by pre-paid registered mail addressed to the Borrower's address, phone/ mobile number, fax number or email as given in the Application (or at the address changed on which Bank's acknowledgement is duly obtained as hereinafter mentioned) 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.