



### Terms and Conditions applicable to AMC & PERIPHERAL ASSET LOAN

The person(s) named in the Schedule-cum-Key Fact Statement hereto (hereinafter referred to as the "Schedule") being borrowers and co-borrowers, hereinafter collectively referred to as "Borrower" which expression shall, unless it be repugnant to the context or meaning thereof, shall include: (i) in the event that the Borrower is a Company within the meaning of the Companies Act, 2013 or a Limited Liability Partnership, incorporated under the Limited Liability Partnership Act, 2008, its successors; (ii) in the event that the Borrower is a partnership firm for the purposes of the Indian Partnership Act, 1932, the partners for the time being and from time to time and their respective legal heirs, executors and administrators, legal representatives and successors; (iii) in the event that the Borrower is a sole proprietorship, the sole proprietor and his/ her legal heirs, administrators, executors and legal representatives; (iv) in the event that the Borrower is an individual, his/her legal heirs, administrators and executors; (v) in the event that the Borrower is a joint Hindu Undivided Family, the Karta and any or each of the adult members of the HUF and their survivor(s) and his / her / their respective heirs, executors, administrators; (vi) in the event that the Borrower is a Society, the members of the governing body of the Society and any new members elected, appointed or co-opted thereon; (vi) in the event that the Borrower is a Trust, the Trustee or Trustees for the time being thereof and their respective legal heirs, executors, administrators and successors.

#### In favour of:

**YES BANK LIMITED**, a company within the meaning of the Companies Act, 2013 and a banking company having license as such from the Reserve Bank of India under the provisions of the Banking Regulation Act, 1949, and having its registered office at ONE International Center, Tower II, 15th Floor, Senapati Bapat Marg, Elphinstone (W), Mumbai 400 013 hereinafter referred to as the "Bank" which expression, unless it be repugnant to the context or meaning thereof, shall include its successors and assigns.

#### **The Borrower hereby irrevocably and unconditionally agrees to abide by the following terms and conditions:**

1. 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.
2. Pursuant to the application made by the Borrower in the Loan Application Form ("Application"), loan/facility sanctioned/as may be sanctioned by the Bank for an amount not exceeding the amount mentioned in the Schedule hereto (hereinafter referred to as "Loan"), shall be governed by these terms and conditions.
3. The Loan shall be subject to and upon the terms and conditions contained in the Application and/or this document. The Bank may disburse the Loan or any part thereof ("Disbursement") at its own discretion. Notwithstanding anything contained herein: (i) the Bank may at its sole discretion, suspend or cancel the Loan if the same is not utilized within 15 days of the issuance of instrument/instruction for Disbursement; or (ii) the Borrower may cancel the Loan within 15 days of Disbursement; provided that in case of each (i) and (ii) the cancellation shall take effect only when the Borrower has paid to the Bank in full the total Outstanding Balance (defined hereinafter) including all the interest, and all other charges. The Borrower shall use the Loan only for the purpose stated in the Application and not for any other purpose including making investment in the capital market or any speculative or illegal or anti-social purpose. Without being obligated to do so, the Bank shall be entitled to monitor the use/end use of the Loan including through any auditor(s) or consultant(s) with necessary certification from them, as appointed by the Bank at its sole discretion at the cost of the Borrower. The Bank shall have no obligation to meet any further requirements of the Borrower on account of growth in its business, etc.
4. 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 installments (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). 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.
5. The Borrower covenants and agrees that, save and except with the prior, specific and express written consent of the Bank, the Borrower shall not undertake any change in business, or enter into any new business or line of business or effect any material change in the management.

6. The Loan, this document/ other documents, shall be governed by the laws of India. The parties hereto expressly agree that all disputes arising out of and/or relating to the Loan, this or any other relevant document shall be subject to the exclusive jurisdiction of the court/tribunal of the city/place in which the branch of the Bank from where the Disbursement has been made is situated, provided that the exclusivity aforesaid shall bind the Borrower and the Bank shall be entitled to pursue the same in any other court of competent jurisdiction at any other place; and provided further that if any dispute is below the pecuniary jurisdiction limit of the Debts Recovery Tribunals established under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993, then such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, by a sole arbitrator, appointed by the Bank. The place of arbitration shall be at city/place in which the branch of the Bank from where the Disbursement has been made is situated or such other place as the Bank may determine. The costs of such arbitration shall be borne by the losing party or otherwise as determined in the arbitration award. If a party is required to enforce an arbitral award by legal action of any kind, the party against whom such legal action is taken shall pay all reasonable costs and expenses and attorney's fees, including any cost of additional litigation or arbitration taken by the party seeking to enforce the award.

7. The Borrower understands that the Borrower will have the option to cancel the Loan within 15 (Fifteen) days of signing of these terms and conditions, after going through these terms and conditions which govern the Loan, by returning to the Bank the entire Outstanding Balance within the period of said 15 days, and the Borrower hereby agrees that the use of the Loan funds from the Borrower's account and/or non-return of the entire Outstanding Balance to the Bank within the said period of 15 (Fifteen) days, and/or by continuance of the Loan funds or any part thereof in the account at the end of said 15 (Fifteen) days, shall by itself be Borrower's irrevocable and unconditional further acceptance of continuance of the Loan with these terms and conditions, without any further act, deed or writing.

8. The Borrower is and shall also be bound by the General Terms and Conditions (Version October 2020) available at [https://www.yesbank.in/pdf/apal\\_agreement\\_general\\_tnc\\_oct\\_2020\\_pdf](https://www.yesbank.in/pdf/apal_agreement_general_tnc_oct_2020_pdf), which have been read and understood by the Borrower, and shall be deemed to be part and parcel of these terms and conditions and are deemed to have been incorporated herein by reference. For evidence purposes in any court of law or arbitration or before any authority, any paper printouts produced by the Bank from its electronic records shall be final and binding on the Borrower and the Borrower waives any objection it may have for the same being produced by the Bank as proof and in such evidence.

Scan to view AMC & PERIPHERAL ASSET LOAN General Terms and Conditions Version October 2020.



The Borrower(s) have affixed their signatures after verifying and understanding the contents of this document, at the end of the Schedule.

SCHEDULE-CUM-KEY FACT STATEMENT			
Loan Account no.		Location	
Agreement Date (DD/MM/YYYY)		Borrowing Purpose	
Borrower Contact #		Co-Borrower Contact #	
Name of the Borrower			
Name(s) of the Co-Borrower(s)			
LOAN DETAILS AND CHARGES			
Details	Equipment 1	Equipment 2	Equipment 3
Dealer/Manufacturer/Seller Name			
Dealer/Manufacturer/Seller Location			
Equipment Make & Model			
Year of Manufacture			
Machine Serial Number			
Asset Cost			
Loan Amount			
Loan Tenor			
Fixed Interest Rate (Customer IRR)	_____ % p. a.	_____ % p. a.	_____ % p. a.
Floating Rate of Interest (MCLR +/- margin)	_____ % p. a.	_____ % p. a.	_____ % p. a.
Interest Rate (if MCLR)			
Additional Interest Rate (if MCLR)			
EMI Scheme			
Arrears/ Advance			
EMI (Number)			
EMI (Amount)			
EMI Start date			
EMI End date			
Instalment Frequency			
Asset Category			
Moratorium			
<b>Loan To Value</b>			
Cheque Bounce Charges	Rs. 750	Cheque Swapping Charges	Rs. 500 (per transaction)
Stamp Duty charges	At Actuals	Processing Charges Amount	At Actuals
Prepayment/Foreclosure charges - < 12 months from 1st EMI	5% of Principal Outstanding	Prepayment/Foreclosure charges - > 12 months and < 25 months from 1st EMI	4% of Principal Outstanding
Prepayment/Foreclosure charges - > 24 months and < 37 months from 1st EMI	3%	Prepayment/Foreclosure charges - > 36 months from 1st EMI	2%
CERSAI Registration Charges	Rs. 500	Non-Refundable Processing charges for Application, Document Preparation/ Handling/Storage and Processing of Subsidies. (Subsidies are at the discretion of respective Agencies/State Govt/ Central Govt. and are subject to their approval. Bank does not guarantee any subsidy approvals).	1% of the applied Subsidy amount or Rs. 2500 whichever is higher.
Late Payment Charges (per month on outstanding instalment)	2%		
Charges Non-Submission of Original Invoice or Insurance Copies or both within 60 days of loan Disbursements	Rs. 1000 per quarter		
Legal/Collections/Repossession & Incidental Charges	At actual	Loan Statement charges (per statement if > once a Year)	Rs. 250
Amortization Schedule Charges (per statement)	Rs. 250	Document retrieval charges (Per Advice - Photocopy/scanned etc.)	Rs. 500
Valuation Charges	At Actuals	ROC creation (per agreement)	Rs. 2000
Duplicate NOC Issuance charges	Rs. 500	Revalidation/ Duplicate NOC Charges	Rs. 500
Foreclosure Statement Charges	Rs. 250	Loan Cancellation and Re-Booking Charges	Rs. 2000

Signed and Delivered by the Borrower & Co-Borrower(s) in token of and in witness of them having read (and/or being explained), verified, understood, irrevocably agreed to, accepted, confirmed and declared all the clauses viz. 1 to 8 on page numbers 1 to 2 of the Terms and Conditions of Healthcare/ Printing/ Packaging/ Industrial Equipment Loan document, the Schedule, all contents thereof including all the terms and conditions contained therein, and authenticated accuracy and correctness of the same.

Co-Borrower(s) Signatures  
 Borrower Signature



EMI Cycle Change charge	Rs. 500	List of Title Documents	Rs. 500
Note: GST and other government charges, taxes, levies, etc. applicable as per prevailing rate will be charged over and above charges specified above. Kindly refer our website on URL: <a href="https://www.yesbank.in/rates-and-charges#">https://www.yesbank.in/rates-and-charges#</a> for latest Schedule of Charges applicable.			

Accepted by Yes Bank Limited (signed by Authorized Signatory)

**WITNESS DECLARATION BORROWER(S) SIGNS IN VERNACULAR LANGUAGE:** The contents of the Loan Application Form, Terms and Conditions, have been explained by me to the Borrower in \_\_\_\_\_ (name of language in which Borrower has signed) and the same have been understood by the Borrower.

Name of Witness	Address of Witness	Signature of Witness