DOCUMENTATION KIT FOR INDIVIDUAL APPLICANT

YES BANK
INSTRUCTIONS

- The Main Applicant has to affix full signature on all places marked with ✔
- The Co-applicant has to affix full signature on all places marked with ✗
- All blanks should be filled in writing by the main applicant / co-applicant (as applicable).
- Please mention “N.A” in the blanks that are not applicable to your loan.
DEMAND PROMISSORY NOTE

ON DEMAND, I/We the undersigned, Mr./ Ms./ M/s. _______________________________________________________, jointly and severally promise to pay to

YES BANK LTD. or order at its Office / Branch at _________________ or wherever else demanded, the sum of Rs. ________________________________________________________ (Rupees ________________________________________ only) together with interest thereon from the date hereof, at ____________ per cent per annum or such other rate the Bank may fix from time to time, payable with monthly / quarterly rests, for value received.

(In case of Individual)

Affix Revenue Stamp of Re. 1

(Signature)

(Name of the Borrower)

Affix Revenue Stamp of Re. 1

(Signature)

(Name of Co-Borrower)

(In case of Sole Proprietorship Firm)

For ________________________(Borrower(s))

Affix Revenue Stamp of Re. 1

(Name of Proprietor:)

For ________________________ (Co-Borrower(s))

Affix Revenue Stamp of Re. 1

(Name of Proprietor:)

Place:

Dated:
THIS AGREEMENT is made at the place and on the date specified in Schedule between Yes Bank Limited, a banking company within the meaning of the Banking Regulation Act 1949, having its Registered Office at 9th Floor, Discovery of India, Nehru Centre, Dr. Annie Besant Road, Worli, Mumbai 400018 and its concerned branch office at the address stated in the Schedule (hereinafter referred to as the “Bank”, which expression shall, unless it be repugnant to the meaning or context thereof, mean and include its successors, transferees, novatees and assigns) of the FIRST PART; AND

The Borrower(s), Indian inhabitant(s), whose name(s) is/are stated in the Schedule (hereinafter referred to as the “Borrower(s)” (which expression shall, unless the context otherwise requires, include his/her respective heirs, legal representative, executors and administrators) of the SECOND PART.

WHEREAS

The Borrower(s) has / have requested the Bank to provide rupee loan to it / them for the purpose more particularly detailed in the Schedule, to which the Bank has agreed subject to the terms and conditions be stipulated by the Bank. The Borrower(s) and the Bank have agreed to reduce such terms and conditions under these presents.

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS HEREAFTER:

1. Definitions and Interpretation

1.1 In this Agreement, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings:

- “this Agreement” shall mean this Agreement together with all Schedule(s) and shall, unless it be repugnant to the subject or context thereof, include all amendments thereto.
- “Borrower(s)” shall have the meaning ascribed to it in the array of parties.
- “Branch” means the branch of the Bank situated at the place mentioned in the Schedule through which the Loan is disbursed and shall include any other branch where the Loan account is maintained or transferred to any time at the sole discretion of the Bank.
- “Business Day” shall mean 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 Instrument Act, 1881
- “Collection Charges” means collection charges as specified in the Schedule, levied by Bank for collection of amounts payable by the Borrower.
- “EMI” shall mean the amount payable every month on such date/s specified in the Schedule for the term of the Loan by the Borrower(s) to the Bank to amortise the Loan comprising interest and principal, or as the case maybe, only principal or interest.
- “Events of Default” shall have the meaning ascribed to it in sub-clause 10.1 hereof.
- “Interest Rate” means the rate as specified in the Schedule at which the Bank shall compute and apply interest on the Loan from time to time during the subsistence of this Agreement.
- “Default Interest Rate” means the rate at which the Bank shall compute and apply interest on all amounts not paid when due for payment or reimbursement by the Borrower(s) to the Bank during the subsistence of this Agreement; the Default Interest Rate as of the date of this Agreement is as stated in the Schedule.
- “Loan” means the rupee loan granted / agreed to be granted by the Bank to the Borrower(s) not exceeding in the aggregate the amounts specified in the Schedule and shall, unless it be repugnant to the subject or context thereof, include all dues outstanding there under including all interests, fees, commissions, costs, charges, expenses and all other amounts due / payable in accordance with this Agreement.
- “Loan Account” shall have the meaning ascribed to it in sub-clause 3.1 hereof.
- “Material Adverse Change” shall mean the occurrence of a material and adverse change (i) in the condition, financial or otherwise, prospect or operations of the Borrower or any of its subsidiaries or affiliates, present or future, or (ii) which may, in the sole opinion of the Bank adversely affect the capacity of the Borrower to repay the Loan.
- “PDC” shall have the meaning ascribed to it in sub-clause 5.1(f) hereof.
- “Prepayment” means premature repayment of the whole or part of the Loan by the Borrower(s) ahead of the repayment tenor specified in the Schedule.
- “Prepayment Charges” means charges levied by Bank for prepayment at the rate specified in the Schedule or at such other rate as may be determined by the Bank.
- “Property” means property offered as security for due repayment / payment of the Loan together with all interest, other costs, charges and other monies under this Agreement, more specifically defined in the Schedule.
- “Purpose of Loan” means that the purpose for which the Loan has been availed of by the Borrower(s) and which is more particularly detailed in the Schedule.
- “Schedule” means the Schedule to this Agreement and which forms an integral part of this Agreement.
- “Security” shall have the meaning ascribed to it in sub-clause 5.1(d) hereof.
- “Standing Instructions” shall have the meaning ascribed to it in sub-clause 6.6 hereof.
- “Swap Charges” means charges levied as specified in the Schedule by Bank for change of PDC from time to time during the subsistence of this Agreement.
- “Vendors” shall have the meaning assigned to the term in Clause 3.2 hereof.

1.2 In this Agreement:

a) singular shall include plural and the masculine gender, the feminine or neuter gender;

b) reference to an “amendment” includes a supplement, modification, amendment, novation, accession, replacement or re-
4. The Borrower(s) shall also bear and reimburse separately to the Bank the following:

4.1 The Borrower shall pay interest to the Bank on the Loan outstanding from time to time at the Interest Rate for the preceding period on such dates as have been specified in the Schedule.

4.2 The Borrower(s) agrees and acknowledges that the disbursement of the Loan shall be subject to payment of processing charges that the Bank shall, at its sole discretion, have the right to collect the processing charges as stated in the Schedule.

4.3 The Borrower(s) shall also bear and reimburse separately to the Bank the following:

a) interest tax and other levies as maybe applicable from time to time
b) legal fees as stipulated in the Schedule;

c) the costs and expenses involved or incurred by the Bank in the recovery of the Loan and enforcement of security if the Loan or any

2. Bank’s Agreement to lend and Borrower(s)’s Agreement to borrow

2.1 The Bank agrees, based on the Borrower(s)’s request, representation, warranties, covenants and undertakings as contained herein and in the application for Loan, to lend to the Borrower(s) and the Borrower(s) agree(s) to borrow from the Bank, the Loan for the Purpose of Loan, on the terms and conditions as fully contained in this Agreement.

2.2 The relationship between the Bank and the Borrower(s), as creditor and debtor, shall commence from the date of this Agreement and shall subsist until all monies due and payable by the Borrower(s) to the Bank under this Agreement, shall have been fully paid to and received by the Bank.

3. Mode of Disbursement

3.1 The Bank shall disburse the Loan as per the mode specified in the Schedule. The Bank shall credit the Loan to a designated bank account, the details of which are provided in the Schedule, in the name of the Borrower(s) to be held with the Bank itself or with any other bank or such bank to whom Electronic Debit Instructions are given as specified in Clause 6.6 hereinafter ("Loan Account"). In the alternative, the Bank may, at the request of the Borrower(s), disburse the Loan by issuing pay order drawn in favour of the Borrower(s).

3.2 In the event the Loan amount or any part/parts thereof is to be disbursed to a person(s)/entity(ies) (the "Vendors") other than the Borrower(s), the same will be done at the instructions of Borrower(s) and the Bank is neither responsible nor liable for genuineness or authenticity of the Vendors or whether the intended purpose for which the amount of said Loan has been instructed to be disbursed by the Borrower(s) will be fulfilled or not or that the quality, type, manner or period of delivery of the goods, services, facilities, etc for which the loan amount has been paid, will be as expected by and/or promised by the Vendors to the Borrower(s). Any deductions made by the Vendors from the amount paid shall be on the sole account of the Borrower(s).
part thereof, when due is not paid by the Borrower(s); and

e) the costs and expenses incurred for investigation of the title of the Property and for the preparation, execution, preservation, performance, enforcement and realization of the loan, security documents and other instruments creating and/or evidencing the creation of the Security for the Bank;

f) costs, charges and expenses of consultants engaged in relation to the Loan.

4.4 In the event the Borrower(s) hold(s) a Loan Account with the Bank, the Bank shall be entitled to debit all other amounts due and payable by the Borrower(s) under this Agreement (including but not limited to interest tax, fees, charges, stamp duty, costs and such other charges specified in the Schedule) to the Borrower(s)'s Loan Account, unless separately reimbursed to the Bank by the Borrower(s).

4.5 Upon happening of any Event of Default including non payment of EMI, interests, fees, charges, taxes and costs will attract interest at the Default Interest Rate on the entire outstanding of the Borrower under this Agreement from the date of default till the date the default is cured.

4.6 If the Bank has to arrange to collect the amounts payable by the Borrower(s) under this Agreement every month from the Borrower(s), then Collection Charges of an amount specified in Schedule for every such installment collected shall be levied to the Borrower(s) by the Bank.

4.7 If the Borrower(s) wishes to replace a post dated cheque with another, then the Borrower(s) will be required to pay Swap Charges of an amount specified in Schedule for every such replacement.

4.8 The Bank shall, at its sole discretion, be entitled to revise the Interest Rate and Default Interest Rate on the Loan, by providing a written notice to the Borrower, though without, assigning any reason for such revision and such revised rates shall thereafter apply to the Borrower(s) as specified in such notice.

4.9 The Borrower(s) hereby agrees and acknowledges that the Schedule is not exhaustive and the charges are the rates currently prevalent and can be changed and/or fresh/new charges can be added to, anytime and from time to time, at the sole and absolute discretion of the Bank by providing a written notification to the Borrower and such charges shall be binding on the Borrower(s). Further, the Borrower understands and agrees that all fees, charges and other monies payable/paid by the Borrower(s) as stated in the Schedule are reasonable and non-refundable in nature.

4.10 All interest (including Default Interest Rate) and all other charges, including any interest on costs, charges, expenses shall accrue from day to day and shall be computed on the basis of 365 days' year and the actual number of days elapsed.

4.11 The Borrower(s) acknowledge(s) that the rates / all sums of any interest as specified under this Agreement are reasonable and that they represent genuine pre-estimates of the loss likely to be incurred by the Bank in the event of non payment or non-compliance by the Borrower(s) of the terms and conditions of this Agreement.

4.12 The Borrower(s) acknowledge(s) that the Loan provided under this Agreement is for a commercial transaction and waives any defences available under usury or other laws relating to the charging of interest.

5. Conditions Precedent to Disbursement of Loan

5.1 The Bank may, at its sole discretion, not disburse any amount under the Loan unless the following conditions are complied to the satisfaction of the Bank.

a) The Loan Agreement and such other related documents, as are required to be executed by the Bank and the Borrower in relation thereto are is duly executed and delivered to the Bank by the Borrower(s);.

b) The Borrower(s) procure(s) in favour of the Bank, a guarantee as maybe required by the Bank, at its sole discretion, of such person such as may be approved by the Bank, for guaranteeing repayment of the Loan with interest and all other amounts payable in respect thereof;

c) The Borrower shall have demonstrated to the complete satisfaction of the Bank and / lawyers of the Bank that the Property has a clear, un-encumbered and marketable title and is capable of being purchased by the Borrower(s) and / or mortgaged, on first and exclusive charge basis, in favour of the Bank;

d) The Borrower(s) and/or such other person(s) shall have created such security over the Property in favor of the Bank, as may be acceptable to the Bank and in the form and manner as stated in the Schedule (the “Security”). Provided that where the Borrower(s) is required to make any registrations and filings in respect of the creation of such Security under applicable law, the Borrower(s) shall make all such registrations and filings in this regard. Provided further that where the Borrower(s) need(s) any consents for the creation of any such Security, the Borrower(s) shall have also obtained all such consents prior to the creation of such Security.

e) The Borrower(s) submit(s) to the satisfaction of the Bank, a certificate of employment from his/ her employer and his/ her financial statements;

f) The Borrower(s) submit(s) to the Bank, Post Dated Cheques (“PDC”) towards repayment installments;

g) The Borrower(s) shall submit(s) to the Bank, cheques, authorization for debit for the processing charges as stated in the Schedule;

h) Any other document or writing as the Bank may require at its sole discretion;

i) No Event of Default or any event which with the giving of a notice or by lapse of time unless cured prior to such lapse of time or giving of notice, would constitute an Event of Default herein shall have occurred.

5.2 The Bank may not, having disbursed any amount, disburse any further amount under the Loan, unless the following conditions are complied in the sole discretion of the Bank before such further disbursement.

a) No Event of Default or any event which with the giving of a notice or by lapse of time unless cured prior to such lapse of time or giving of notice, would constitute an Event of Default shall have occurred.

b) The Borrower(s) shall have produced written evidence of the utilization of prior disbursements and also in respect of proposed disbursements.

c) The Borrower(s) shall have produced his/ her periodic financial statements, and

d) The Borrower(s) shall have produced all other documents or writings as may be required by the Bank at its sole discretion.
5.3 The Borrower further acknowledges and confirms that the disbursement of the Loan is solely at the discretion of the Bank and may depend on various factors like, drawings beyond the limit specified in the Schedule, honouring cheques issued for other than the Purpose; classification of the Borrower(s)'s account as a non-performing asset or on account of non-compliance with the terms of sanction. The Bank does not have an obligation to meet further requirements of the Borrower(s) on account of growth in business etc. without proper review of credit limit.

6. Repayment/Prepayment

6.1 The Loan (including the principal, interest thereon and any other charges, premiums, fees, taxes, levies or other dues payable by the Borrower(s) to the Bank in terms of this Agreement) shall be repayable by the Borrower(s) to the Bank;

(1) at the Branch (or at any branch of Bank or at any other place as may be notified by the Bank);

(2) by way of EMI as mentioned in the Schedule towards repayment of principal and interest;

(3) by separate repayments:

(a) towards repayment of default interests, fees, charges, taxes, claims, costs and expenses or

(b) towards repayment of interest tax as may be notified by the Bank to the Borrower(s).

6.2 The EMI amount shall be arrived at so as to comprise repayment of principal and payment of interest calculated on the basis of the interest rate, periodicity of compounding, periodicity of repayment, periodicity of effecting credits in the account so as to aim repayment of the entire liability under the Loan at the end of its tenor and the Borrower(s) agree(s) to continue paying EMIs until all amounts due under the Loan have been repaid in full to the Bank.

6.3 The Borrower(s) agree(s) that the copy of the statement of accounts of the Bank duly certified as correct shall be binding on them as sums due and payable under this Agreement and shall be conclusive evidence of the existence and amount of obligations of the Borrower(s) as therein recorded.

6.4 If any amount payable herein falls due on a day which is not a Business Day, then such amount shall be paid on a Business Day immediately preceding such day.

6.5 In case the Borrower(s) does not have an account with the Bank, the Borrower(s) shall provide to the Bank, such number and amount of PDCs, drawn in the name of the Bank, as the Bank may intimate to the Borrower(s) while providing the Loan. The Borrower(s) agrees that in the event any PDCs are lost, stolen, mutilated or destroyed or become unencashable due to any other reason whatsoever, the Borrower(s) shall replace such PDCs by handing over fresh PDCs to the Bank. However, if the Loan is prepaid the PDCs will be cancelled and returned to the Borrower(s).

6.6 The Borrower(s) may deliver Electronic Debit Instructions (“EDI”) to the Bank itself or to such other bank in which the Borrower(s) maintains his account, with respect to the Loan Account (which are popularly known as “Standing Instructions”) for payment of all EMIs that are payable by the Borrower(s) to the Bank in accordance with this Agreement and the Schedule. For such purpose, the Borrower(s) shall sign and execute all documents/applications and provide all such information/documents as maybe required for effecting EDI by the Bank or such other bank in which the Borrower(s) maintains his account.

6.7 No notice, reminder or intimation will be given to the Borrower(s) regarding his/her obligation to pay the EMI regularly on each due date. It shall entirely be his/her responsibility to ensure prompt and timely payment to the Bank. Any delay or default in payment of any EMI shall make the Borrower(s) liable to pay to the Bank, interest at the Default Interest Rate (for the period of such default) as mentioned in the Schedule, besides constituting a default, thereby making all sums under this Agreement due and payable to the Bank forthwith.

6.8 All repayments of principal and payment of interest and all other amounts by way of EMI or otherwise shall be given effect to (only upon realization of cheques/demand drafts) in accordance with the method of effecting payment as stated in the Schedule or as adopted by the Bank, from time to time.

6.9 The Borrower(s) shall not be allowed to prepay the Loan unless the Borrower(s) has paid first 6 (six) EMIs fully. Thereafter, the Borrower may prepay the whole or part of the Loan outstanding provided however, where the Borrower prepays part of the Loan outstanding such prepayment shall not exceed 25.00% (twenty five percent) of the total outstanding of the Borrower under this Agreement and can be prepaid only once in every financial year, by giving the Bank written notice of 30 (thirty) days. In such event the Borrower(s) shall, in addition to the principal amount of the Loan then outstanding and other costs, expenses, charges and damages set out in this Agreement, also be liable to pay to the Bank in respect of the said 30 (thirty) day period an amount equal to the interest thereon till the date of payment and additional charges as mentioned in the Schedule on the entire outstanding of the Borrower under this Agreement as on the date of such partial prepayment.

7. Bank’s Rights

7.1 The Bank shall:  

a) have the sole right at anytime during the tenor of this Agreement to recall the entire or part of the Loan without assigning any reason thereto in the event it is unwilling to continue the Loan on account of regulatory or other reasons;

b) have the sole right to amend at anytime and from time to time any of the terms & conditions of this Agreement including but not limited to revising/rescheduling the repayment terms/amounts of EMI or any other amounts outstanding thereunder, revision of Interest Rate (including the Default Interest Rate), any other charges or fees, periodicity of compounding of interest, method of effecting credit of the repayments, without assigning any reason and notify such change/revision/amendment to the Borrower(s). The Borrower(s) will be bound by such change/revision upon being notified of the same and the Borrower(s) agree(s) that such revision/change/amendment shall become applicable from date of such revision in the records of the Bank;

c) have the right to inspect the Property and books of accounts and other records maintained by the Borrower(s);

d) at the risk and cost of the Borrower(s) engage(s) one or more person(s) to collect the Borrower(s)’s outstanding and may furnish to such person(s) such documents, information, facts and figures as the Bank thinks fit and may delegate to such person(s) the right and authority to perform and execute all acts, deeds, matter and things connected therewith or incidental thereto as the Bank thinks fit. If any default is committed by the Borrower(s), the Bank and the persons authorized by the Bank may approach the Borrower(s)’s employer and/or other person(s), and inform it/him/her of the terms of this Agreement and/or the default and/or other matters and receive from it/him/her any amount payable by it/him/her to the Borrower(s);
e) be entitled at its absolute discretion and in the manner it deems fit to disclose/publish any information about the Borrower(s), his/ her relationship with the Bank and/or any default committed by him/ her in repayment of amounts/payment of interest (whether such information is provided by the Borrower(s) or obtained by the Bank itself and whether in form or repayment conduct, rating or defaults) to its head office, other branch offices, affiliated entities, Reserve Bank of India, other Banks, institutions, CIBIL (Credit Information Bureau (India) Ltd.), its auditors, any refinancing agency and such third parties including rating agencies as the Bank may, in its sole and exclusive discretion, deem fit and proper. The Bank shall also be entitled to seek and receive any information as it deems fit in connection with the Loan and/or the Borrower(s) from any third party;

f) be entitled to require the Borrower(s), in the event of the Borrower(s) opting to resign or retire from his current employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever, to instruct his/ her employer to remit the entire dues or termination benefits (including compensation) becoming payable by the Borrower(s) from his/her employer on account of his/ her such cessation of employment and to receive and appropriate the same towards the Borrower(s)’s liability under the Loan;

g) have the right to store financial data of the Borrower(s). This may include data which is not kept within accounts of the Bank;

h) be entitled at its absolute discretion and in the manner it deems fit and all its group companies and their agents to exchange, share or part with all information relating to Borrower(s) Loan details and repayment history to other Yes Bank group companies, banks, financial institution, credit bureaus, agencies, statutory bodies etc. as may be required or as they may deem fit and the Borrower(s) shall not hold Bank or any of its group companies or its/ their agents liable for use/sharing of this information;

i) have a right to apply and/or appropriate and/or set-off any credit balance of the Borrower(s) or any monies / assets (including but not limited to property, assets, securities, shares, stocks, and the like) belonging to the Borrower(s) coming in the hands of the Bank towards the repayment of Loan upon the occurrence of an Event of Default. However, the Bank shall not be obliged to exercise any right given to it herein;

j) The Borrower(s) acknowledge(s) that certain services may be outsourced by the Bank to various service provider/ third parties and in pursuance of which Borrower(s) information may be disclosed by the Bank to such service provider/ third parties. The Borrower(s) hereby give(s) its irrevocable consent to disclosure by the Bank to such service provider/ third parties, all information, including confidential information relating to Borrower(s) and the Bank disclaims any liability that may arise by such disclosure by the Bank.

8. Security

8.1 The Borrower(s) shall secure to the satisfaction of the Bank, the Loan amount together with all interest, liquidated damages, costs, charges and expenses and all other moneys whatsoever due and payable or which may hereafter be payable by the Borrower(s) to the Bank whether under the Agreement or otherwise by creating and/or cause to be created such Security in favor of the Bank as stated in the Schedule hereunder written.

8.2 The Borrower(s) shall execute and/or cause to be executed all documents, deeds and writings and such further securities as may be required by the Bank, including a promissory note in the form and manner as prescribed by the Bank.

8.3 It is agreed that all the Security furnished shall remain a continuing security to the Bank and be binding on the Borrower(s) and (a) Shall not be discharged by any intermediate payment made by the Borrower(s) or any settlement of accounts by the Borrower(s); (b) Shall be in addition and not in derogation of any other security which the Bank may at any time hold in respect of the said dues; (c) Shall be available to the bank till all the dues are paid and the Securities are expressly released by the Bank.

8.4 The Borrower(s) shall create and/or cause to be created such additional security as the Bank may require from time to time to secure the said dues. Without prejudice to the generality of the above, the Borrower(s) shall create additional security (a) in the event of the said dues being more than the market value of the Property or otherwise in accordance with the margin requirements of the Bank; and (b) in the event of destruction or damage or depreciation or fall in value of any security available to the Bank or the title of any Security being unclear, unmarketable or encumbered in the opinion of the Bank or affecting the value, validity, legality and/or enforceability of the Security in any manner whatsoever.

9. Borrower(s)’s Representation, Warranties, Covenants and Undertakings

9.1 The Borrower(s) hereby represents/ warrants to/ covenants/ undertakes throughout the subsistence of this Agreement, with the Bank that –

a) it/they are not prohibited by law from availing of the Loan and are in and shall at all times continue to remain in compliance with all the applicable laws, rules and regulation in every respect;

b) The person(s) executing this Agreement and all documents on behalf of the Borrower(s) is/ are entitled to do so and has/have been duly authorized to sign this Agreement and all documents and writings. All consents required by the Borrower(s) for the execution and performance of this Agreement have been duly obtained.

c) that there is no action, suit or proceedings against the Borrower(s) and/or the Property offered as Security pending before any Court of Law, tribunal, any quasi-judicial body or arbitration, which might affect the Borrower’s ability to perform its obligation hereunder;

d) the information provided in the application for the Loan and as contained herein is complete and true in all respects.

e) there are no threatened or pending claims, demands, litigation or liquidation proceedings against the Borrower(s) or the Property or which is likely to have a materially adverse effect on the Bank to hold or enforce the Security;

f) the Borrower(s) is a major, who is competent to enter into a contract and is of sound mind;

g) the Borrower(s) shall utilize the Loan for the Purpose and for no other purpose whatsoever;

h) the Borrower(s) shall not use the Loan (or any part thereof) for any improper/ illegal/ unlawful/ speculative/ capital market related activities;

i) the Borrower(s) shall at all times maintain sufficient balance in the Loan Account or such other account of the Borrower as is notified to the Bank to ensure payment of each EMI;

j) any dispute about interest computation shall not entitle the Borrower(s) to withhold payment of an EMI;

k) the Borrower(s) shall provide to the Bank such other information and documents concerning his/her employment, profession,
the Borrower(s) shall, within 7 (seven) days of the event, inform the Bank of any likely change in his/ her employment and/or
residential/ office address/ residential or office landline telephone number, mobile phone number / E-mail ID;

m) the Borrower(s) shall not, during the tenure of this Agreement, as long as any monies under this Agreement and such other
documents in relation hereto, avail of or obtain any further loan or facility for the Purpose without the prior written consent of
the Bank.

n) the Borrower(s) shall ensure that none of the payment instructions issued are returned dishonoured for any reason whatsoever
and agrees and acknowledges that in such an event cheque dishonour charges will be payable by the Borrower(s) to the Bank as
specified in the Schedule.

o) the EDI given to the Bank by the Borrower(s) pursuant to this Agreement:
   i) shall not be changed, modified or countermanded without prior written permission of the Bank,
   ii) if not acted upon by the Bank in which the account is maintained for whatever reason, then without prejudice to the rights
of the Bank to recall the entire amount outstanding under the Loan, the Borrower(s) shall issue such revised instructions as
may be necessary to ensure payment to the Bank in terms of this Agreement and / or to issue and deliver PDCs for the balance
outstanding under the Loan as per Schedule;

p) the Borrower(s) shall not
   i) close the bank account/s from which the PDCs or any other cheques have been issued/EDI has been given;
   ii) issue any communication to the Bank for stopping or postponing the presentation of the said PDC/EDI;

q) the Borrower(s) shall not stand surety or as guarantor for any third party liability or obligation;

r) the Borrower(s) shall not leave India for employment or business or long stay or permanently, without first fully repaying
the Loan then outstanding, with interest and other dues, including prepayment charges, if any and shall keep himself aware of all the
rules of the Bank, as pertaining to the Loan, and in force from time to time;

s) the Borrower(s) shall maintain, operate and fund the Loan Account, if any, till the whole of the Loan Amount, together with
interest and charges thereon, is received in full by the Bank;

t) the Property will be maintained in good order and condition and all necessary repairs, additions and improvements thereto will
be made during the currency of the loan and the Borrower(s) will ensure that the value of the Property will not diminish;

u) the Borrower(s) shall duly and punctually comply with all the terms and conditions of holding the Property and all laws in respect
thereof including all applicable rules, regulations and bye-laws applicable to the Property and pay such charges for the upkeep of
the Property as also other dues, etc. as may be payable in respect of the Property and / or use thereof;

v) the Borrower declares that the Property is/shall be constructed as per the layout plan approved by competent authorities as per
the applicable laws. Further no construction would be made which violates such terms of the sanction.

w) the Borrower(s) has absolute, clear and marketable title to the Property and that the Property is absolutely unencumbered and is
free from any liability whatsoever;

x) the Borrower(s) shall forthwith intimate the Bank upon receipt of any legal or regulatory notices including but not limited for
attachment or requisition of the Property or cancellation of sanctioned plan;

y) the Borrower(s) shall at all times during the currency of the Loan, at its own cost, keep the Property fully insured against such risks
and for such amounts and for such period and forms as the Bank may require, in the name of the Bank or with the Bank being
marked as a loss payee or the policy being assigned to the Bank or the interest of the Bank being recognized on such policy in such
manner as may be required by the Bank, with such insurance company or companies of repute to be approved by the Bank in
writing and shall deposit the insurance policies and all cover notes premia receipts etc. with the Bank. The Borrower(s) shall make
punctual payment of all premia and shall not do or suffer to be done any act which may invalidate such insurances and will on
receipt of any moneys under the said policies, pay the same to the Bank which shall, at the option of the Bank, be applied either in
reinstating or replacing the Property over which the Security has been created or towards repayment of the said dues. If the
Borrower(s) fails to insure or keep insured the whole or any part of the Property, then the Bank shall without prejudice to or
affecting any rights hereunder, be at liberty (but not bound) to insure and keep the same insured and the Borrower(s) shall on
demand repay to the Bank all amounts spent or incurred by the Bank in doing so, with interest at the rate applicable for the Loan as
foresaid;

z) The Borrower(s) shall allow the representatives and / or nominees of the Bank to visit and inspect from time to time the Security;

aa) The Borrower(s) shall not create any further encumbrances on the Property over which the Security has been or is required to be
created without the prior written consent of the Bank and shall not do any act which would prejudice in any way the Bank's
Security or interest in the Property. The Borrower(s) shall not grant any rights in respect of the Security, including the right of use
or to any person;

bb) The Borrower(s) is/ are not facing any claims, actions or proceedings in any court of law, arbitral tribunal or other tribunal, which
have been initiated by another person providing any form of financial assistance, including banks;

cc) The Loan is not being availed for any activities relating to producing or consuming Ozone Depleting Substances, as has been
defined in the Montreal Protocol to which India is a party. Further that the Purpose is compliant with various environment laws
and has obtained all relevant environmental clearances for the proposed activities of the Borrower in relation to the Purpose. The
Borrower has instituted and shall from time to time institute appropriate monitoring, evaluation and reporting process and
confirms that the project does not/ shall not have any negative environment or social impact and appropriate corrective measures
shall be taken as recommended by relevant authorities.

dd) Each of these representations will remain correct and complied with so long as the Loan and/or any sum thereunder remain
outstanding;

ee) None of the Borrower(s) or its specified relative is/ are Directors/ Partners of any banking company;

ff) None of the relative (as specified by RBI) of a chairman/ managing director or director of a or a relative of senior officer (as
specified by RBI) of a banking company is a specified relative or guarantor of any of the Borrower(s);
10.1 At the option of the Bank, and notwithstanding anything contained herein or in any security documents executed by/to be executed by the Borrower(s) in the Bank's favour, the said dues and all of the obligations of the Borrower(s) to the Bank hereunder, shall immediately become due and payable irrespective of any agreed maturity, and the Bank shall be entitled to enforce its Security, upon the happening of any of the following events ("Events of Default"):

a) The Borrower(s) fails to pay to the Bank any amount payable under this Agreement (including an EMI) on or before the due dates or furnish the PDCs or any other document/ agreement as may be required by the Bank from time to time or if any PDCs are dishonoured or EDI are not acted upon;

b) The Borrower(s) fails to pay to any person other than the Bank any amount payable on or before the due dates or any person other than the Bank demands repayment of the loan or dues or liability of the Borrower(s) to such person ahead of its repayment terms as previously agreed between such person and the Borrower(s);

c) The Borrower(s) defaults in performing any of his/ her obligations under this Agreement or breaches any of the terms & conditions of this Agreement;

d) The Borrower(s) resigns, retires or is discharged or removed from the employment he/ she was engaged or changes, discontinues his profession on the date of this Agreement;

e) If any event occurs or any circumstance arises which, in the Bank's sole opinion, gives reasonable ground for believing that the Borrower may not be able to perform or comply with any one or more of the obligations hereunder, or in the event of any change in the applicable laws, it becomes unlawful for the Borrower to continue its obligations hereunder which opinion shall be binding on the Borrower;

f) Any of the information/ document provided by the Borrower(s) to avail the Loan or any of the Representations and Warranties contained herein or Application form is being found to be or becoming incorrect or untrue;

g) On the death/ lunacy or other disability of the Borrower;

h) The Borrower(s) fails to pay its creditors any sum when due pursuant to court order, decree or judgment to which there lies no right to appeal or the period for such right to appeal has expired;

i) All or substantially all of the undertaking, assets or properties of the Borrower or its interests therein are seized, nationalised, expropriated or compulsorily acquired by the authority of Government; Any step is taken or proceedings started against the Borrower or its guarantor for bankruptcy or insolvency or for the appointment of a receiver, judicial manager, trustee or similar officer of the Borrower or its guarantor; or over all or any of the Borrower's or any security party/ issuer's assets; If the Borrower(s) becomes person resident outside India under the provision of Foreign Exchange Management Act, 1999;

j) If there is reasonable apprehension that the Borrower(s) is/ are competent and fully authorized to issue such declarations, confirmations, agreements and undertakings and submit this Agreement for the purpose of borrowing/ availing of the requested Loan, and to execute all other documents required by the Bank for such purpose:

ii) This Agreement has been duly and validly executed by the Borrower(s) or in Borrower(s) behalf and when accepted/ acted upon by the Bank would constitute legal and valid obligations that are binding on and enforceable against the Borrower(s) in accordance with the Loan term thereof. The Borrower(s) confirm that the initials on this Agreement are made by the Borrower(s) and validity of such initials shall not be disputed by the Borrower(s);

j) The Borrower(s) shall ensure that the guarantor(s), if any, observe all the covenants, terms, conditions, restrictions and prohibitions of the guarantee/ s and that any violation of the same by the guarantor(s) shall constitute an Event of Default under the Agreement and the Bank shall be at liberty to recall the Loan and enforce the rights and remedies available to it;

l) The Bank shall have the absolute discretion, without assigning any reason (unless required by applicable law), to reject the Borrower(s) application and not disburse the Loan and the Bank shall not be responsible/ liable in any manner whatsoever to the Borrower(s) for such rejection or any delay in notifying the Borrower(s) of such rejection and any costs, losses, damages or expenses, or other consequences, caused by reason of such rejection/ non-disbursement or any delay in notifying the Borrower(s) of such rejection/non-disbursement.

mm) The Borrower shall route all cashflows/ receivables through its bank account maintained with the Bank.

10. Events of Default

12.1 The Parties agree that in any legal action or proceeding arising out of or in connection with this Agreement, the entries made in the

12.2 If at any time, any provision hereof is or becomes illegal, invalid or unenforceable in law, neither the legality, validity nor

12.3 The Parties agree that any delay or omission by the Bank in exercising any of its right, powers or remedies as the lender of the Loan

12.4 The Parties confirm that this Agreement and its Schedule and any other documents executed pursuant to this Agreement shall

12.5 Any notice or demand hereunder shall be in writing, signed by any of the Bank’s officers and may be made by leaving the same or

12.6 This Agreement shall be subject to Indian laws

12.7 Subject to the provisions of the Recovery of Debts due to Banks Financial Institutions Act, 1993 , the Courts / Tribunals in the city

12.8 Notwithstanding anything contained to the contrary in the foregoing provisions, the rights and powers vested in the Bank under the

12.9 All undertaking, representations shall be deemed to be made by each Borrower, singly and jointly. Each Borrower shall be jointly and

12.10 In the Event of Default, as mentioned in Clause 10 of this Agreement, the Bank and its representatives shall have the right to visit, call,

12.11 The Bank shall have a right to sell or transfer (by way of assignment, securitization or otherwise) the whole or part of the Loan in such

12.12 The Borrower(s) expressly agrees, in the event of sale or transfer as aforesaid, to accept such person to whom the Loan is sold or

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SCHEDULE

1. Date and Place of Execution of the Agreement: ________________________________

2. Address of the concerned Branch: ________________________________

3. Borrower(s) Details:
   a. Name: ________________________________
   b. Address: ________________________________

4. Co-Borrower(s) Details:
   a. Name: ________________________________
   b. Address: ________________________________

5. Particulars of the Loan:
   a. Purpose: ________________________________
   b. Loan Amount: Rs. ___________ Lacs (Rupees _______________ Lacs only)
   c. Rate of Interest (Base Rate +/- Margin): ___________% (______ percent) per annum computed at monthly rests

   The interest rate is subject to variation in consonance with RBI directions, statutory and regulatory requirements, conditions of money market, availability of loanable funds etc.

   Base Rate and Margin are subject to change from time to time.
   d. Mode of Disbursement:

       Credit of disbursements to account no. ______ of ________________________________<name of the borrower>
       maintained with ________ bank at its branch situated at ___________
   e. Charges for Late Payment of EMI: ___________% per month on overdue EMI amount
   f. Tenure: ________________________________
   g. Repayment:

       The Term Loan Facility shall be paid by Equated Monthly Installments (EMIs) as enumerated below:

       1. Equated Monthly Installments (EMIs) comprising of interest and principal: Rs. ________________ /- (Rupees __________________________ Only) each

           Number of monthly EMIs: ______________

       OR

       2. Installments 1 to ______ are of Rs. ______________ /- (Rupees __________________________ Only) each;

           Installments ______ to ______ are of Rs. ______________ /- (Rupees __________________________ Only) each;

           Installments ______ to ______ are of Rs. ______________ /- (Rupees __________________________ Only) each;

           Installments ______ to ______ are of Rs. ______________ /- (Rupees __________________________ Only) each;

   h. Advance EMI: Rs. __________
   i. The first EMI shall be paid on or before _______ and subsequent EMIs shall be paid by _______ of each succeeding month and rate of interest may get impacted depending on the date of disbursement and the said rate will be the final rate of interest to the customer.

       Notwithstanding anything contained hereinafore, the Bank may in its sole discretion revise the amount of EMI or the period and the periodicity of payment of EMI. Further, the loan granted herein is recallable on demand in the absolute discretion of the Bank. In the event of recall by the Bank, the outstanding loan facility shall become due and payable forthwith.
j. Charges:
   i. Processing Fee: Rs. ___________________ (Rupees __________________ only)
   ii. Collection Charges: Rs. ___________________ (Rupees __________________ only)
   iii. Cheque Dishonour Charges: Rs. ______ for first presentation and Rs. ______ for subsequent presentation
   iv. Swap Charges: Rs. ___________________ (Rupees __________________ only)
   v. Duplicate Repayment Schedule Charges: Rs. ______________
   vi. Prepayment Charges: Rs. ______________ % of the principal outstanding at the time of prepayment
   vii. Part Prepayment Charges:
        a) ______ % of the principal outstanding at the time of part prepayment (for part prepayment up to a maximum of 25% of principal outstanding, once every financial year)
        b) ______ % of the principal outstanding at the time of part prepayment (for part prepayment beyond 25% of principal outstanding, once every financial year)
   viii. Legal Fees: Rs. ______________
   ix. Property Valuation Charges: Rs. ______________
   x. Property Title Search Charges: Rs. ______________
   xi. No Due Certificate / No Objection Certificate (NOC): Rs. ______________
   xii. Legal / Repossession & Incidental Charges: Rs. ______________
   xiii. Stamp duty & other statutory charges as per the rates applicable at the place of execution of Loan Agreement
k. Availability Period: _____________
l. Security

The Borrower(s) declares that the Agreement was duly read and understood by him/her/it prior to Affixing signatures(s) hereunder.

THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT IN ACCEPTANCE OF ALL THE TERMS AND CONDITIONS STATED HEREINABOVE ON THE DAY AND PLACE AFOREMENTIONED.

(Icase of Individual)

(Signature)  
Name of the Borrower(s)

(Icase of Sole Proprietorship Firm)

For ________________________ (Borrower(s))  
For ________________________ (Co-Borrower(s))

(Name of Proprietor:)

(Name of Proprietor:)

Page 10
MEMORANDUM RECORDING PAST TRANSACTION OF CREATION OF MORTGAGE BY DEPOSIT OF TITLE DEEDS

THIS MEMORANDUM is executed at _____ this ______ day of ______________ by the persons(s) named in Annexure-1 hereinbelow (hereinafter referred to as “the Depositor(s)”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his / her / their respective heirs, legal representatives, successors and assigns, for recording the past transaction of creation of equitable mortgage by deposit of title deeds in favour of YES BANK LIMITED, a banking company, incorporated and registered under the Companies Act, 1956, and having its Registered Office at 9th Floor, Nehru Centre, Discovery of India, Worli, Mumbai - 400 018, and a Branch office, inter alia, at ____________________________________, 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 and assigns) AS UNDER:

1. Pursuant to a Loan Agreement, dated the ___ day of ______________, ______________ (hereinafter referred to as “the Agreement”), the Bank granted / agreed to grant to the persons mentioned in Annexure- II hereto [hereinafter the persons mentioned in Annexure II are collectively referred to as “the Borrower(s)”,] a loan facility in the sum of Rs._________________ /- (Rupees _______________) (hereinafter referred to as “the Facility”) on the terms and conditions contained in the said Agreement;

2. On the ______ day of ______________, ______ the Depositor(s) attended the Bank’s office at ______________________________________________________ (Branch) and met Mr. / Ms. __________________________ of the Bank, acting for and on behalf of the Bank, and deposited with Mr. / Ms. __________________________, acting for and on behalf of the Bank, the documents of title, title deeds, documents and writings described in Annexure IV hereinbelow (hereinafter referred to as “Title Deeds”), relating to the Depositor(s)’ premises, described in the Annexure III herein below (hereinafter referred to as “the Premises”), with the intent that the said title deeds should remain so deposited as and by way of a mortgage by deposit of title deeds in favour of the Bank over and in respect of the Depositor(s)’ Premises as security on ________________ charge basis, for the due repayment / payment of the Borrower(s)’ dues under the Agreement including principal amount of the Facility, interest, liquidated damages, costs, charges and expenses and all other moneys whatsoever due and payable by the Borrower(s) to the Bank, whether under the said Agreement or otherwise (hereinafter collectively referred to as “the Outstanding”).

3. The Depositor(s), at the time of the said deposit, further declared and represented to the Bank, inter alia, that the Depositor(s) was / were the absolute owner(s) of the Premises, that the Depositor(s) had the right to create a mortgage over and in respect of the Premises, that the Title Deeds, relating to the said Premises were the only documents of title relating to the Premises in the possession, power and control of The Depositor(s), and that the same had been deposited with the Bank, as aforesaid, and that they would remain as security till the entire Outstanding secured by the said equitable mortgage by deposit of title deeds were paid / repaid to the Bank in full by the Borrower(s). The Depositor(s), further stated that the Premises are not affected by the provisions of the Urban Land (Ceiling & Regulations) Act, 1976 and the Rules made thereunder (ULCRA) and the Depositor(s), is in a position to create mortgage and charge in favour of the Bank in respect of the Premises. The Depositor(s), further stated that the Premises are free from all the encumbrances.

4. The Depositor(s), further stated that the Premises are not affected by the provisions of the Urban Land (Ceiling & Regulations) Act, 1976 and the Rules made thereunder (ULCRA) and the Depositor(s), is in a position to create mortgage and charge in favour of the Bank in respect of the Premises. The Depositor(s), further stated that the Premises are free from all the encumbrances.

5. The Depositor(s), further stated that the Depositor(s), was/ were authorised to create equitable mortgage by deposit of the said title deeds in favour of the Bank as aforesaid pursuant to [the Resolutions passed by the Board of Directors of the Depositor(s), at its meeting held on the _____ day of ________________ [Letter of Authority dated ____________]] and furnished a certified copy of the said [Resolutions/ Letter of Authority] to Mr. ___________________________ of the Bank and further stated that the said [Resolutions/ Letter of Authority] were in full force and effect and have not been modified, varied or rescinded.

6. The Depositor(s), further stated that since the amount borrowed from the Bank together with all the borrowings of the Borrower exceeds the paid up share capital and free reserves of the Borrower and hence a resolution was passed by the shareholders of the Borrower in its general meeting held on the _____ day of ________________ under Section 293(1)(d) authorising the Board of Directors of the Borrower to borrow any amount not exceeding INR ________________ over and above the paid up share capital and free reserve and further a resolution was passed in the said general meeting under Section 293(1)(a) of the Companies Act, 1956 authorising the Board of Directors interalia to create equitable mortgage by deposit of title deeds over the Premises to secure repayment of the aforesaid sums granted by way of loan by the Bank. The Depositor(s), handed over a copy of the said resolutions and stated that the said resolutions are effective and subsisting and the same are neither rescinded nor modified.

(This resolution under Section 293(1)(d) will be necessary only in case of public limited company and private limited company which is subsidiary of public limited company only if the amount already borrowed together with amount to be borrowed exceeds the paid up share capital and free reserves of the company.)

7. Mr. ___________________________ of the Bank accepted such deposit of the said Title Deeds from the Depositor(s), in the presence of Mr. ___________________________ of the Bank.

Signature:

of the Authorised Representative of the Bank accepting such deposit.

Date:
ANNEXURE I
[Description Of The Depositor(s)]

I. If Individual(s):

1. Mr. / Ms. ___________________________, son/ wife/ daughter of ____________________________ aged about ______________________ years, currently residing at _____________________________________________________

II. If a sole proprietary concern or a partnership firm or a private limited company or a public limited company or a HUF or a trust or of any other constitution, apart from an individual:

1. ____________________________________, a __________________________ incorporated / constituted under the provisions of the __________________________________, having its Registered office at ______________________________________________________ ____________________________________________, duly represented by its authorized signatory, Mr./ Ms. ________________________________________

ANNEXURE II
[Description of Borrower(s)]

I. If Individual(s):

1. Mr. / Ms. ___________________________, son/ wife/ daughter of ____________________________ aged about ______________________ years, currently residing at _____________________________________________________

II. If a sole proprietary concern or a partnership firm or a private limited company or a public limited company or a HUF or a trust or of any other constitution, apart from an individual:

1. ____________________________________, a __________________________ incorporated / constituted under the provisions of the __________________________________, having its Registered office at ______________________________________________________ ____________________________________________, duly represented by its authorized signatory, Mr./ Ms. ________________________________________.
Annexure IV

[List of Title Deeds/ Documents deposited by the Depositor(s) with the Bank]
DECLARATION CUM INDEMNITY

In the matter of loan/credit facilities in the sum/limit of Rs. ______________ (“the facility”) granted/to be granted by Yes Bank Limited to _____________________ (collectively, “the borrower”)

And

In the matter of creation of security by equitable mortgage by deposit of title deeds as security therefore.

I/ We ______________________________________________________ residing at __________________________________
____________________________________________________________________________________________________________________

AND/OR

We, being the partners of __________________________________, a partnership firm, having our place of business at
____________________________________________________________________________________________________________________
________________________________________________________________

AND/OR

__________________________________________, a company incorporated under the Companies Act, 1956 having our registered office at ______________________________________________________________________________________________________________
_______________________________________________________________

(hereinafter referred/collectively referred to as “the Mortgagor”) do hereby solemnly affirm and declare as under:

1. As more particularly recorded in the Memorandum Recording The Past Transaction Of Creation Of Equitable Mortgage By Deposit of Title Deeds dated the ___ day of _____ 20__ executed by me/us, on the ___ day of _____ 20__, I/we have mortgaged the premises situated at ___________________________________________________________________________________________

   (the Premises) in favour of YES Bank Limited ("the Bank") as security for the due repayment to the Bank of all amounts payable by the Borrower to the Bank under the Facility sanctioned under the Loan Agreement executed between the Borrower and the Bank in connection with the Facility ("the Borrower's Dues"). At the time of creation of the said equitable mortgage by deposit of title deeds, I/we have declared and represented to the Bank as under:

   (i) (a) That I am/we are a registered member of _____________ Co-operative Housing Society Limited, (hereinafter called "the Society" or "the Company") and as such member I am/we are the owner(s) of ____ shares of the Society / Company bearing Distinctive Nos. _____ to _____ (both inclusive) (hereinafter called "the said Shares") comprised in Share Certificate No.____ dated ______ issued by the said Society / Company and which Share Certificates stand in my/our name(s);

   (i) (b) That by reason of the aforesaid shareholding, as such member, I am/we are entitled to the exclusive possession, use and occupation of the Premises on what is popularly referred to as "ownership basis". (In this Declaration, the term "Premises" shall, unless repugnant to the context or meaning thereof, include also the said Shares).

   OR

   (i) That I am/we are the owner(s) of and am/are absolutely seized and possessed of and entitled to the Premises.

   (ii) That I/we have a clear and marketable title to the Premises free from all encumbrances, deficiencies and/or defects and no other person has any share, right, title, interest or claim in, to or upon the Premises which have been acquired by me/us under an Indenture of Conveyance / Lease / Sale Deed / Power of Attorney / ________ dated_______.

   (iii) That the Premises are free from and are not subject to any mortgage (except the abovementioned mortgage in favour of the Bank), charge, lien, trust, negative covenant, right of way, trespass, occupation/possession by any third party, claim, demand, lis pendens, legal proceeding, attachment, injunction, notice or other encumbrance, order, process, impediment or any other process issued by any court or other authority and no suit, action or other proceeding is pending in respect of the Premises and no adverse
claims have been made and no notice for acquisition or requisition has been issued or received by me/us or any other person in respect of the Premises or any part thereof.

(iv) That, save and except as may have been otherwise intimated by me/us to the Bank in writing, the Premises are in my/our exclusive possession and no adverse claim has been made in respect of the Premises.

(v) That all applicable provisions of the Urban Land (Ceiling and Regulation) Act, 1976 for transferring the Premises in favour of the Bank by way of mortgage have been duly complied with.

(vi) That I/we have duly paid and will at all times during the subsistence of the aforesaid mortgage / until the Borrower’s Dues have paid to the Bank in full, continue to duly pay the rates, taxes, cesses, assessments, revenues, duties and other outgoings and amounts now or hereafter due or payable in respect of the Premises.

(vii) That I/we have duly observed, performed and complied with and shall at all times during the subsistence of the aforesaid mortgage / until the Borrower’s Dues have paid to the Bank in full, continue to duly observe, perform and comply with all the rules, regulations, laws, bye-laws, covenants, terms and conditions in connection with the Premises.

(viii) That I/we have not done and shall not at any time do any act, deed, matter or thing which may adversely affect or prejudice in any manner the Bank’s security and/or interests.

(ix) That I/we will not sell, transfer, assign, let out, encumber, mortgage, transfer, charge, grant any leave or license, induct any person in or part with or otherwise deal with the Premises during the subsistence of the mortgage / until the Borrower’s Dues have paid to the Bank in full, unless I/we have first obtained the Bank’s written permission to do so (which permission the Bank shall be entitled to withhold or refuse without assigning any reason).

(x) That I/we has/have obtained the permission of the concerned Society / Association / Company / Owner / Builder and / and all other competent authorities and persons for creating a mortgage of the Premises in favour of the Bank.

(xi) That I/we has/have acquired the Premises with my/our self acquired funds and no other person has any share, right, title or interest of any kind or nature whatsoever in the Premises.

(xii) That I/we has/have the necessary power and am/are free to secure the Borrower’s Dues in the manner done by me/us and I/we am/are not under any statutory, contractual or other restriction or disability to do so.

(xiii) That I/we will at all times and as and when called upon to do so by the Bank, make out a clear and marketable title to the Premises to the satisfaction of the Bank and / or its legal counsel, free from all reasonable doubts, claims and encumbrances.

(xiv) That I/we has/have not received any notice of any intended or compulsory acquisition or requisition of the Premises and to the best of my/our knowledge no notice or notification of any kind that will adversely affect Premises in any manner has been issued or published nor are the Premises reserved for any purpose.

(xv) That I/we have observed and performed and will duly observe and perform all the rules, regulations and bye-laws of the Society, Company or other Association formed / to be formed and the terms and conditions on which the Premises have been acquired and that I/we will not do or omit to do anything whereby the Premises or the Bank’s security or interests may be prejudicially affected in any manner whatsoever.

(xvi) That I/we have duly paid and will duly pay the rates, income-tax and other taxes, cesses, assessments, revenues, duties, outgoings, society charges, public demands, and other amounts now or hereafter due in respect of the Premises and that at present there are no arrears of such rates, taxes, cesses, revenues, etc. and no demand is outstanding and no attachments or warrants have been served on me/us in respect of Sales Tax, Government Revenue and other taxes or dues and there are no disputes or claims existing or anticipated concerning the Premises.

(xvii) That I/we have not entered into any agreement for sale or otherwise with any person or party in respect of the Premises.

(xviii) That I/we have furnished all the documents of title related to the Premises in my/our possession to you and the same may be retained or dealt with in such manner as the Bank may deem fit.

(xix) That I/we have in my / our possession, power and control only those documents, evidences and writings relating to the Premises which have been handed over to the Bank. If at any time hereafter any further title deeds relating to the Premises come into my/our possession, power or control, I/we shall hand over the same to the Bank to perfect the security created/proposed to be created by me/us over and in respect of the Premises in favour of the Bank.
(xx) That the Mortgagor has at its General Meeting duly passed a resolution under Sections 293(l)(a) of the Companies Act, 1956 authorising creation of the mortgage over the Premises in favour of the Bank as mentioned hereinabove (a certified true copy of which resolution has been handed over to the Bank) and the said resolution is in full force and effect and has not been varied or rescinded. (This clause shall be inapplicable if the Mortgagor is not a company or if none of the Mortgagors is a company).

(xxi) That no material change has taken place which would affect the construction / purchase / title of the Premises where the Premises are at present under construction.

(xxii) That I/we am/are not aware of any document /judgement / order or legal process or latent/patent defect in my/our title to the Premises which may prejudicially affect the interest of the Bank.

(xxiii) That I/we have scrutinised the building plans, Commencement Certificate and all the requisite permissions pertaining to the Premises and that the construction is in accordance with law, as per the approved plans, certificates and permissions and of a satisfactory and standard quality.

(xxiv) That I/we have disclosed all facts relating to the Premises to the Bank in writing and have made available to the Bank all documents of title and other deeds and writings in my/our possession and power relating to the Premises. I/We confirm the accuracy of all information given by me/us in this regard and also confirm that all prior or subsequent information furnished by me/us in this behalf is/will be true, complete and accurate in every way and the Bank may act on the basis of the said information, particulars and documents.

2. I/We hereby agree and undertake to indemnify and keep the Bank fully indemnified, saved and harmless of, from and against any loss, damage, expense, risk and all consequences that might arise to the Bank on account of any defect in my/our title to the Premises and/or any declaration, statement or assurance being incorrect and/or any breach by me/us of any declaration, statement, assurance or covenant herein and/or on account of any non-performance or non-observance or breach by me/us and/or the Borrower of any terms, clause, conditions or covenants of any document governing the said Facility or any other document or any claim, demand or risk however arising to the Bank with reference to the Premises.

3. I am / We are making the aforesaid statements and giving the aforesaid declarations and indemnity solemnly and sincerely believing the same to be true and knowing fully well that based on the statements, declarations and indemnities aforesaid the Bank has agreed/ may agree to sanction the Facility and to accept mortgage of the Premises.

4. My/Our liability under this Declaration-cum-Indemnity shall be joint and several.

5. Any matter or issue arising under this Declaration - Cum - Indemnity or any dispute hereunder shall, at the Bank's discretion, be subject to the non-exclusive jurisdiction of the Courts of the city of ________.

Solemnly declared by the abovenamed:

1. .............................................................................................
2. .............................................................................................
3. ............................................................................................

through its ............................................................................

1. Mr. .......................................................................................
2. Mr. .......................................................................................
3. Mr. .....................................................................................
DECLARATION FOR SUBMISSION OF PDC

To,
YES Bank Ltd.
Address
Sir,

Subject: Credit facilities amounting Rs.______________________

In consideration of and as a security for the aforesaid credit facilities granted/agreed to be granted by YES Bank Limited ("the bank") I/We hereby inter alia deliver to the Bank the cheques (as detailed in Annexure attached hereto) drawn in favour of the Bank being blank as regards the date of the cheque and the amount.

I/We agree and acknowledge that in accordance with the provisions of section 20 of the Negotiable Instruments Act ("the act") the Bank in the present case as the holder of the said cheques shall have the authority to complete the said cheques.

In addition to the express provisions of the Act as mentioned above authorising the Bank to complete the said cheques, I/We hereby unconditionally and irrevocably authorise and confirm the authority of the Bank to fill in the date and the amount on the said cheques and to present the same for the payment.

I/We hereby undertake to be absolutely bound as the drawer of the said cheques so completed by the Bank and shall be liable in the same manner as the said cheques were drawn and completed by me/us and shall ensure that the said cheques are honoured on presentation for payment.

I/We agree and acknowledge that any dishonouring of the said cheques would make me/us liable including under the provisions of section 138 of the Negotiable Instruments Act 1881.

Dated at ___________________ this ___________________ day of __________ 200__

Annexure

<table>
<thead>
<tr>
<th>Serial No.</th>
<th>Cheque No.</th>
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(In case of Individual)

Signature
Name of the Borrower(s):

(In case of Sole Proprietorship Firm)

For ______________________

Name of Sole Proprietor:
DECLARATION BY CUSTOMER IF SIGNATURE IS NOT IN ENGLISH

The contents of the following legal documents given below have been explained by me
___________________________________________ (Name & Address of witness) to ____________________________________________
(Name & Address of the person signing in vernacular language) in ___________________________ (Name of the vernacular language)
and the same have been understood by him/her.

List of legal document –

1.

2.

3.

Signature of Witness

Signature of Person signing in Vernacular language
STANDING INSTRUCTION FOR REPAYMENT OF EMI

Date
To,
The Manager
YES BANK Ltd.,

Dear Sir,

Subject: Debit Authorisation for deduction of EMI towards loan sanctioned to us.

I/We have applied for a loan of Rs. _______________ from YES Bank Limited and accordingly a loan of Rs. ___________ has been sanctioned to me/us vide your offer letter dated ____________.

In respect of the above loan, I/We hereby irrevocably authorise you to debit an amount of Rs. _______________ (Rupees _______________ Only) every month from my account no. _______________ towards the EMI for the Term Loan sanctioned to us.

I/We am/are aware that on the faith of this undertaking you have agreed to provide the said loan to me/us.

Thanking you,
Yours truly
(In case of Individual)

Signature
Name of the Borrower(s):

(In case of Sole Proprietorship Firm)
For ______________________

☑

Name of Sole Proprietor:

SOLE PROPRIETOR DECLARATION

To,
YES BANK LIMITED,

Date:
Re: Opening of a new account in the name of _____________________ and availing of ______________ facility

With reference to the captioned account opened and facility granted by you, I hereby declare as follows:

I, the undersigned, am the sole proprietor of the firm having office at ___________________________. I shall be solely responsible for the liabilities thereof. I shall advice you in writing of any change that take place in the constitution of the firm and I will be liable to you for any obligation which may be standing in the firm's name in your books on the date of the receipt of such notice and until such obligations shall have been liquidated.

I further declare that the proceeds of the above facility sanctioned to us for Rs. _______________ will be used exclusively for the purpose of _____________________ (purpose to be mentioned)

Yours faithfully,
For ______________________

☑

Signature Name:
(Firm's Authorised Signatory Stamp to be affixed)
FORMAT OF AUTHORITY LETTER TO BANK FOR STATEMENT VERIFICATION

Dated: _____________

To,

The Branch Manager

__________________________________
__________________________________
__________________________________
__________________________________

Reference : My Saving/Current Account # _____________________________
Subject : Bank Statement Verification

Dear Sir/Madam

Please find enclosed a copy of statement of the above account issued by your office. You are requested to verify the authenticity of the statement from your records and hand over the same to the bearer of this letter. I am authorizing the bearer of this letter to collect the same on my behalf.

Thanking you in anticipation

Yours truly,

(Signature of the Account Holder)

Name : _____________________________
Address : ___________________________

__________________________________
__________________________________
__________________________________
__________________________________

Page 21
**ANNEXURE 'A' – For Resident Indians**

**ELECTRONIC CLEARING SERVICE (Debit Clearing) MANDATE FORM**

Authorization of Customer to remit funds/payments to YES BANK Ltd. through Electronic Clearing Service

I/We hereby, authorize YES BANK Ltd. and their authorized service providers, to debit my/our following bank account by ECS (Debit Clearing) for the amount due and payable in respect of the loan.

*(Form to be filled up in capital letters only)*

### CUSTOMER DETAILS

<table>
<thead>
<tr>
<th>Name of Applicant</th>
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*(Please attach an original cancelled cheque leaf for this bank account)*

### PARTICULARS OF BANK ACCOUNT

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<td>9 Digit MICR Code</td>
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### DECLARATION AND SIGNATURE/S

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not affected at all for reasons of incomplete or incorrect information, I/we would not hold the user institution responsible. I/We have read all the terms and conditions as are applicable for availing of this ECS Debit service from/through the user institution and agree to discharge the responsibility expected of me/us as a participant under the scheme.

I/We also hereby authorize our representative carrying this ECS Debit Mandate Form to get it verified and executed by my/our Bank.

| First Account Holder |  |
| Second Account Holder |  |
| Third Account Holder |  |
| Fourth Account Holder |  |

Date: __________________________

All Signatures as in the Bank Records. All Joint Account holders are required to sign.

### FOR OFFICE USE ONLY

| Loan Agreement Number |  |
| Fresh | Swap | In case of Swap - Previous Mode |

*For Use by Customer/Account Holder’s Bank*

We hereby certify that the particulars of the customers furnished above are correct as per our records, and we hereby declare that a copy of this mandate form, duly complete and signed, has been submitted to us.

Bank Stamp | Signature of Authorised Official of the Bank
Name | Branch
Designation | Date
**ANNEXURE 'A' – For Resident Indians**

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