DOCUMENTATION KIT FOR NON-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

RS.........................................../-

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.

Affix Revenue Stamp of Re. 1

Signature
Name of the Borrower

Affix Revenue Stamp of Re. 1

Signature
Name of Co-Borrower(s)

In case of Company

For Borrower
The Common Seal of ________________________________
______________________________ Limited has been affixed hereto pursuant to the resolution of its Board of Directors passed at its meeting held on ________________ in the presence of Mr./Ms. ________________ and Mr./Ms. ________________ and counter signed by Mr./Ms. ________________, authorized signatory.

For Co-Borrower
The Common Seal of ________________________________
______________________________ Limited has been affixed hereto pursuant to the resolution of its Board of Directors passed at its meeting held on ________________ in the presence of Mr./Ms. ________________ and Mr./Ms. ________________ and counter signed by Mr./Ms. ________________, authorized signatory.
DEMAND PROMISSORY NOTE

RS.............................../-

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 Partnership Firm
For ________________________ (Borrower) For ________________________ (Co-Borrower)
1.
2.
3.
(Signature in individual capacity as also as Partners of M/S . . . . . . . . . . . . . . . . . . .)
(In case of Sole Proprietorship Firm)
For __________________________ (Borrower(s)) For __________________________ (Co-Borrower(s))

In case of Society
SIGNED AND DELIVERED by withinamed Borrower M/s __________________________ through the hands of its duly authorized signatory Mr. __________________________, __________________________ (Designation) in the presence of Mr. __________________________

SIGNED AND DELIVERED by withinamed Co-Borrower M/s __________________________ through the hands of its duly authorized signatory Mr. __________________________, __________________________ (Designation) in the presence of Mr. __________________________

Place:
Dated:
LOAN AGREEMENT

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 400 018 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, novates and assigns) of the FIRST PART; AND

The Borrower(s), whose name(s) is/are stated in the Schedule (as defined below) (hereinafter referred to as “the Borrower(s)”) which expression shall unless the context otherwise requires, include their respective heirs, legal representative, executors and administrators, successors and permitted assigns) of the SECOND PART; AND

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 at any time in the sole discretion of the Bank.

“Borrower(s)” means includes the Co-Borrower for the Loan, as applicable.

“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.

“EDI” means the meaning assigned to in sub-clause 6.6 hereof.

“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, during the subsistence of this Agreement.

“Default Interest Rate” means the rate as specified in the Schedule 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;

“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;
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-enactment and “amended” is to be construed accordingly;
(c) a reference to “authorisation” or “consent” or “approval” or “permission” includes a clearance, resolution, licence, exemption, filing, registration, authorisation, consent, approval, permission;
(d) references to the word “includes” or “including” are to be construed without limitation;
(e) any expressions not defined herein, if defined within the General Clauses Act, 1897, shall carry the same meaning as assigned to it under such Act;
(f) the words “other”, “or otherwise” and “whatsoever” shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
(g) a reference to “encumbrance” includes a mortgage, charge, lien, pledge, hypothecation, security interest or any lien of any description whatsoever;
(h) headings are for convenience only and shall not affect interpretation except to the extent that the context otherwise requires;
(i) any reference to Article, Clause, sub-clause or Schedule shall be deemed to be a reference to an Article, Clause or Schedule of this Agreement;
(j) references to this Agreement shall be construed as references also to any separate or independent stipulation or agreement contained in it;
(k) any reference to any enactment or statutory provision is a reference to it as it may have been, or may from time to time, be amended, modified, consolidated or re-enacted.
(l) the arrangement of Clauses in this Agreement shall have no bearing on their interpretation;
(m) references to a person shall include such person’s successors and permitted assignees and permitted transferees;
(n) any determination with respect to the materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise shall be made by the Bank, at its sole discretion;
(o) where any action of the Bank is subject to “reasonability” under this Agreement or any other documents, such ‘reasonability’ shall be determined by the Bank;
(p) words and abbreviations, which have, well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings;
(q) reference to a “month” or “Month” shall, unless the context otherwise requires, mean a period beginning at 00:00 hours of the first day of the calendar month of a Gregorian Year and ending at 24:00 hours on the last day of such calendar month;
(r) all references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time;
(s) words and abbreviations, which have, well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings.

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).

4. Interests, Fees and Costs
4.1 The Borrower(s) 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 and other charges including but not limited to interest tax, stamp duty, costs and such other charges as mentioned in the Schedule, which the Borrower(s) shall reimburse to the Bank in addition to the Loan and the interest accrued thereon. The Borrower agree(s) 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:
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.

4.11 The Borrower(s) acknowledge(s) that the rates / all sums of any interest as specified under this Agreement are reasonable and that 
the cost of stamp duty on this Agreement, document creating security and any other documents executed; 
legal fees as stipulated in the Schedule; 
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 part thereof, when due is not paid by the Borrower(s); and 
et 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.

c) 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 
Bank.

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, 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 
prevailing 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).

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 by the Bank in relation thereto are 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 maybe 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 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, proof of practice of profession or vocation, trade licence/proof of 
business standing and its financial statements;

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

g) The Borrower(s) submits 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.
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;

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

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

(c) by separate repayments:

(i) towards repayment of default interest, fees, charges, taxes, claims, costs and expenses or;

(ii) 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 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 may be 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 that 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 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 principal outstanding as on the date of such partial prepayment.

7. Bank’s Rights

7.1 The Bank shall:

(a) the Bank shall 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 therefor in the event it is unwilling to continue the Loan on account of regulatory or other reasons;

(b) the Bank shall have the sole right 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/amount 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;

7.2 (a) The Bank shall have the sole right to amend or modify the terms & conditions of this Agreement as may be in the interest of the Bank from time to time 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/amount 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;
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) That the Borrower(s) is/are a body corporate duly constituted and incorporated under the laws of India (where the Borrower(s) is/are a company incorporated under the Companies Act, 1956 or any other body corporate); or is a partnership firm within the meaning of the Indian Partnership Act, 1932 comprising of the persons mentioned in the Schedule as partners and that none of the partners are Hindu Undivided Family (HUF) as defined under Hindu Law and further undertakes not to induct HUF as a partner in the Firm (where the Borrower(s) is/are a partnership firm); and is competent to contract and enter into and perform his/her/its obligations under this Agreement;

c) 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;

d) 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;

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

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 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);

b) be entitled at its absolute discretion and in the manner it deems fit to disclose/publish any information about the Borrower(s), its Directors/Partners/Members of the governing body his/her/its account relationship with the Bank and/or any default committed by him/her/it 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;

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

d) be entitled at its absolute discretion and in the manner it deems fit to disclose/publish any information about the Borrower(s), its Directors/Partners/Members of the governing body his/her/its account relationship with the Bank and/or any default committed by him/her/it 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;

9.2 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.

9.3 It is agreed that all the Security furnished shall remain a continuing security to the Bank and be binding on the Borrower 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.

9.4 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 Security 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 the Property 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.

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 ("the Said Dues") 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 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 Security 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 the Property 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.
f) 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.

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

h) 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;

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

j) the Borrower(s) shall provide to the Bank its financial statement and other information and documents concerning his profession, business or utilization of Loan as the Bank may require from time to time;

k) the Borrower(s) shall, within 7 (seven) days of the event, inform the Bank of any likely change in his/ her residential/ office address / residential or office landline telephone number / mobile phone number / E-mail ID;

l) 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;

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

n) 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 maybe 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;

o) 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 presentment of the said PDC / EDI;

p) shall not stand surety or as guarantor for any third party liability or obligation;

q) 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;

r) 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;

s) 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;

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

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

v) the Borrower shall forthwith intimate the Bank upon receipt of any legal or regulatory notices for attachment or requisition of the Property or cancellation of sanctioned plan;

w) the Borrower(s) shall at all times during the currency of the Loan, at its own cost, keep the said 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 all / any of the said Property as aforesaid, then the Bank shall without prejudice to or affecting its 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 aforesaid.

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

y) 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 to any person;

z) that 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;

aa) that the Loan is not being availed for any activities relating to producing or consuming Ozone Depleting Substances, as has been defined 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;

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

c) The Borrower(s) further covenants as under
   a. to furnish to the Bank all such information, statements, particulars, estimates and reports etc. as the Bank may require from time to time as to the compliance with the terms of the Loan and shall also submit to the Bank, in form and detail satisfactory to the Bank, unaudited quarterly income statements of the Borrower within 30 (thirty) days of the close of each quarter period and copies of audited financial statements including balance-sheet and profit and loss account (in detail and not in the abridged form) within 120 (one hundred and twenty) days after the close of each financial year;
   b. not to enter into any scheme of merger, amalgamation, compromise or reconstruction without the prior written consent of the Bank;
   c. not to permit any change in the ownership or control of the Borrower whereby the effective beneficial ownership or control of the Borrower shall change, without the prior written consent of the Bank;
   d. not to effect any material change in the management of the business of the Borrower, without the prior written consent of the Bank;
   e. not to make any amendments in the Borrower’s memorandum of association and articles of association without the prior written consent of the Bank;
   f. not to create, assume or incur any further indebtedness, except with the prior written consent of the Bank;
   g. not to declare any dividend if any installment towards principal or interest remains unpaid on its due date or if an Event of Default has occurred;
   h. not to induct a person who is a director on the Board of a company which has been identified as a willful defaulter by Reserve Bank of India / Credit Information Bureau (India) Limited and that in case, such a person is found to be on the Board of the Borrower, Borrower would take expeditious and effective steps for removal of the person from the Board of Directors;
   i. not to pay any consideration whether by way of commission, brokerage, fees or in any other form to the guarantors;
   j. To promptly notify the Bank in the event of the Borrower(s) receiving a notice of application/petition being filed / intended to be filed for the insolvency / winding up / dissolution of the Borrower(s); or if a notice of any other legal proceedings to be filed or intended to be filed or initiated against the Borrower(s) is received by the Borrower(s); or if a custodian or receiver is appointed of any of the Borrower’s properties, business or undertaking; or if any part of the Borrower’s properties, business or undertakings is/ are attached;

dd) Incase of Borrower(s) being a HUF (Hindu Undivided Family), the Borrower(s) represents and warrants that the Loan is required for their general business purpose and for the benefit of the HUF.

e) The Borrower(s) represent that none of its Directors/ Partners/ Members of the governing body or specified relative of such Directors/ Partners/ Members of the governing body are Directors/ Partners of any banking company. (Applicable if Borrower(s) is/ are a body corporate or partnership firm or association of persons)

f) The Borrower(s) represent(s) that none of the director of the Bank is the director, manager, managing agent, employee or guarantor of the Borrower, or of a subsidiary of the Borrower, or of the holding company of the Borrower, or holds substantial interest, in the Borrower or a subsidiary or the holding company of the Borrower and none of the director of any other bank holds substantial interest or is interested as a director or guarantor of the Borrower.

gg) None of the relative (as specified by RBI) of a chairman/ managing director or director of Bank or a relative of senior officer (as specified by RBI) holds substantial interest or is interested as a director or as guarantor of (any of) the Borrower(s);

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

ii) all details and terms (including the amount of the Loan, interest rate, bounce charges, cheque representation charges, further interest, prepayment charges, number and amount of each installment, interest rate and amount of each the advance installment, etc.) have been filled-in in this Agreement and Schedule hereof prior to submission of the same to the Bank and that there are no blanks. The Borrower further represents and confirms that all charges with respect of cheque bouncing, cheque re-presentation, swap charges etc as mentioned herein shall be borne by the Borrower(s) without any demur or delay and acknowledges and confirms that the Borrower(s) have perused, understood and agreed Bank’s methods of calculating the installments;

jj) 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;

kk) 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);

ll) the Loan if provided by the Bank, based on this Agreement submitted by the Borrower(s), is a commercial transaction and the Borrower(s), waive any defence under usury or other law relating to charging of interest;

mm) 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;

nn) 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;

oo) the Borrower agrees and undertakes to route all cashflows/ receivables through its bank account maintained with the Bank;

10. Events of Default

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 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 due date 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 its obligations under this Agreement or breaches any of the terms & conditions of this Agreement;

d) The Borrower(s) discontinues its 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) Borrower 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 exercising any such right to appeal has expired;

g) Any event, notified by the Bank, which is likely to constitute Material Adverse Change;

h) 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;

i) Any step is taken or proceedings started against the Borrower or its guarantor for dissolution or winding-up 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;

j) Any change in material ownership structure of the Borrower, or cross default to other material agreements and the Borrower's other indebtedness

k) If there is reasonable apprehension that the Borrower(s) is unable to pay its debts or any person other than the Bank commencing proceedings to declare the Borrower(s) insolvent or if the Borrower(s) shall become bankrupt or insolvent or commit act of insolvency.

l) 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;

m) If the Borrower(s) is in breach of any representations and warranties or is in potential breach of any such representations and warranties of this Agreement (including in respect of repayment of the Loan outstandings);

n) If there is any deterioration or impairment of any of the securities created, including the Security, or any part thereof or any decline or depreciation in the value or market price thereof (whether actual or reasonably anticipated), which causes the Security in the judgment of the Bank to become unsatisfactory as to character or value;

o) If any attachment, distress, execution or other process against the Borrower(s), or any of the securities is enforced or levied upon;

p) If a receiver is appointed in respect of the whole or any part of the property/assets of the Borrower(s);

q) If the Borrower(s), without the prior written consent of the Bank, attempts or purports to create any charge, mortgage, pledge, hypothecation, lien or other encumbrance over the Property over which the Security has been or is required to be created or any part thereof, or create a lease or a right to use the Property over which the Security has been or is required to be created or any part thereof by a third person;

r) The insolvency, failure in business, commission of an act of bankruptcy, general assignment for the benefit of creditors, or compromise with any of the creditors of the Borrower(s), or if the Borrower suspends payment to any creditors or threatens to do so, filing of any petition in bankruptcy of by, or against the Borrower or filing up of any petition for winding up of the Borrower and which is not withdrawn or stayed within 30 (thirty) days of being accepted.

s) If the Borrower goes into liquidation for the purpose of amalgamation or reconstruction, except with prior written approval of the Bank;

t) If any circumstance or event occurs which is prejudicial to or impairs or imperils or jeopardise or is likely to prejudice, impair, imperil, depreciate or jeopardise the Security or any part thereof;

10.2 The Borrower(s) agrees and confirms that the Bank may at its absolute discretion appropriate any payments made by the Borrower(s) under this Agreement towards another agreement or transaction entered into by the Borrower(s) and towards any other Indebtedness of the Borrower(s) and such appropriation shall be final and binding upon the Borrower(s) who shall continue to remain indebted to the Bank for payment of the dues under this Agreement in respect of which such sums of money were so paid but were appropriated towards another agreement or transaction entered into by the Borrower(s) or towards another Indebtedness of the Borrower(s).

10.3 Without prejudice to any other rights or remedies that the Bank may have hereunder, upon the occurrence of an Event of Default, the
Bank shall be entitled to adopt civil and/or criminal proceedings against the Borrower(s), including for dishonour of cheques/EDI under applicable laws.

11. Assignment and Transfer

11.1 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 manner and on such terms & conditions as the Bank may decide at its sole discretion.

11.2 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 transferred as his/her lender and make the repayment of the Loan to such person in the manner directed by the Bank.

11.3 The Borrower(s) shall not be entitled to transfer or assign any of his/her rights under this Agreement.

12. Miscellaneous

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 Books of Accounts maintained by the Bank shall be prima facie evidence of debt and of all amounts payable, as therein recorded, by the Borrower(s) to the Bank;

12.2 If at any time, any provision hereof is or becomes illegal, invalid or unenforceable in law, neither the legality, validity nor enforceability of the remaining provision hereof, nor the legality, validity or enforceability of other provisions shall in anyway be affected or impaired thereby.

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 under this Agreement and other documents pursuant hereto shall not impair the right, power or remedy or be construed as its waiver or acquiescence by the Bank.

12.4 The Parties agree that this Agreement and its Schedule and any other documents executed pursuant to this Agreement shall represent one single Agreement between the Parties.

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 sending it through the post addressed to the Borrower at the address specified in the Schedule or the address last known to the Bank; and a notice or demand so given or made shall be deemed to be given or made on the day it was so left or, on the day of receipt in the ordinary course as the case may be, and shall be effectual notwithstanding that the same may be returned undelivered and notwithstanding the Borrower's change of address.

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 where lending office of the Bank is situated shall have exclusive jurisdiction in relation to this Agreement and all matters arising in connection herewith.

12.8 Notwithstanding anything contained to the contrary in the foregoing provisions, the rights and powers vested in the Bank under the provisions of Securitisation and Reconstruction of Financial Assets and Enforcement of Security interest Act, 2002 or any statutory modification or re-enactment thereof (the Act) shall remain unaffected and the said provisions shall not prejudice the rights and powers of the Bank specially the rights conferred upon the Bank under the Act to enforce the securities under the various provisions of the said Act as also to securities the debt and security given therefor to the Bank under these presents, it being clearly understood by and between parties to the end and intent that all the rights and powers granted to the Bank under the said Act shall remain intact and shall not be prejudiced or curtailed by any of the provisions contained herein and further the Borrowers agrees and consents to the same.

12.9 All undertakings, representations made by the Borrower under this Agreement or under any other document or deed or writing executed by the Borrower(s) in relation to or pursuant to this Agreement, shall be deemed to be made by each Borrower, singly and jointly. Each Borrower shall be jointly and severally responsible for performance of the terms of this Agreement including repayment of the Loan, charges and interests thereon.

12.10 Upon the occurrence of an Event of Default, the Bank and its representatives shall have the right to visit, call, the Borrower(s) at their office and/or any address available with the Bank, during the normal working hours of the Bank.
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)
In case of Company

For Borrower

The Common Seal of .................................................. ........................................
Limited has been affixed hereto pursuant to the resolution of its Board of Directors
passed at its meeting held on ______________ in the presence of Mr./Ms.
______________________ and Mr./Ms. ________________ and counter signed by Mr./Ms. ________________, authorized signatory.

For Co-Borrower

The Common Seal of .................................................. ........................................
Limited has been affixed hereto pursuant to the resolution of its Board of Directors
passed at its meeting held on ______________ in the presence of Mr./Ms.
______________________ and Mr./Ms. ________________ and counter signed by Mr./Ms. ________________, authorized signatory.

In case of Partnership Firm

For __________________________ (Borrower) For _______________________ (Co-Borrower)

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

(Signature in individual capacity as also as Partners of M/S . . . . . . . . . . . . . . . . . . .)

In case of Sole Proprietorship Firm

For __________________________ (Borrower(s)) For _______________________ (Co-Borrower(s))

Name of Proprietor

In case of Society

SIGNED AND DELIVERED by withinamed Borrower M/s ______________________________
through the hands of its duly authorized signatory Mr. ____________________________
________________________ (Designation) in the presence of Mr. ____________________________

SIGNED AND DELIVERED by withinamed Co-Borrower M/s ______________________________
through the hands of its duly authorized signatory Mr. ____________________________
________________________ (Designation) in the presence of Mr. ____________________________
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-I 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 ______ person(s) 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. ______________________, acting for and on behalf of the Bank, and deposited with Mr. / Ms. ________________ (hereinafter referred to as "the Authorised Representative of the Bank accepting such deposit.

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, 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 hereinbelow (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").

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. / Ms. ________________ 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 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 III
[Description of the Premises]
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

_____________________________________________________________

AND/ OR

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

AND/ OR

(thereinafter 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

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<thead>
<tr>
<th>Serial No.</th>
<th>Cheque No.</th>
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Signature
Name of the Borrower(s):

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
RESOLVED that authority be and is hereby granted for the Company/Society to avail the following credit facilities sanctioned by YES BANK Ltd, ………………….. branch vide their letter No.......................... dated ………………. and on such further terms and conditions as may be mutually agreed upon:

<table>
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<tr>
<th>Nature of facility</th>
<th>Amount</th>
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RESOLVED THAT consent of the Board be and is hereby given for creation of charge/mortgage on Company’s property situated at __________________________ in favor of YES BANK Ltd. as security for repayment of above mentioned facilities together with interest, costs, charges and expenses thereto.

RESOLVED further that any one of the following be and are hereby severally authorised to negotiate, accept the terms and condition of the aforesaid credit facility and sign and execute all deeds, documents and other writings including any modifications, amendments and revisions thereto and to do such other things as may be necessary to avail of the above credit facilities.

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<th>Name</th>
<th>Designation</th>
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RESOLVED FURTHER THAT any one of the following be and are hereby severally authorized to deposit title deeds relating to the above mentioned property with YES BANK Ltd. and to deliver, sign and execute such further documents, deeds, declarations and further to file such forms with Registrar of Companies as may be necessary for more effectually creating and perfecting charge/mortgage in favor of YES BANK Ltd. as security for repayment of above mentioned facilities together with interest, costs, charges and expenses thereto.

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<th>Name</th>
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RESOLVED further that the common seal of the Company be affixed on such documents as may be necessary in the presence of any one of the above Directors who do sign the same.¹

RESOLVED also that the Directors are hereby authorised to give copies of this resolution, certified as true, to YES BANK for their records.

// Certified True copy//

For .........................

Director

¹Delete in case of other than Company.
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

Signature
Name of the Borrower(s):

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)
DECLARATION AS TO CONSTITUTION AND LETTER OF AUTHORITY
BY PARTNERSHIP FIRMS FOR AVAILING BANKING FACILITIES

Date
To,
The Manager,
YES Bank Ltd.,
(Branch Name),
(City).

Re: Availing of a ______________________ (nature of the facility) in the name of (name of the partnership firm).

We refer to the captioned ____________________ facility availed by us and declare as under.

We, the undersigned, are the only partners in the firm and are solely responsible for the liabilities thereof.

We shall advice in writing of any change that take place in the partnership and all the partners (present or future) will be liable to you on 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 all such obligations shall have been liquidated.

We the partner of M/s ______________________ hereby agree to avail banking facilities in the form of ______________________ in the name of the firm an amount of Rs. ______________________ (Rupees ______________ Only) (or as may be sanctioned) from the Bank.

We also agree to provide securities as per the sanction / offer letter given of the bank dated ____________________.

We hereby authorise any one of the under mentioned partner(s) to execute the various agreements and other related documents in connection with the banking facility. The delegation of Authority shall be valid and effective till otherwise communicated in writing.

<table>
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<tr>
<th>Sr No.</th>
<th>Name of the Partner</th>
<th>Signature</th>
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</table>

Thanking you,
Yours faithfully,
For M/s ______________________

Name and Signature of Partner along with Rubber Stamp
This Undertaking is to be read in accordance to the Loan Agreement dated ______________________ executed in favor of Yes Bank Ltd. and the undertaking mentioned therein and on breach of the undertaking will be treated as an event of default by Yes Bank Limited.

We (i) Mr. ________________________________ (ii) Mr. ____________________________ (iii) Mr. _______________________________ all of _______________________, Indian Inhabitants carrying on business in private limited company in the company name and style of ________________ (Full Name of the Company) as Directors thereof having an office at __________________ ______ (“Company”) have availed of secured loans to an extent of Rs. _______________ (Rupees __________________________ Only) and in consideration of Yes Bank Limited granting overdraft/ term loan facility to the Company, we hereby agree, undertake and confirm to YES Bank Limited a Banking company incorporated under the provision of the Companies Act, 1956 and having its register Office at 9th Floor, Nehru Centre, Discovery of India, Worli, Mumbai - 400 013, hereinafter referred to as “the Bank” as follows;

1. To maintain positive capital in ________________ (Full Name of the company) during the currency of the overdraft/ term loan facility granted by the Bank to the company and till the same is not repaid.

2. We shall not apply, avail any facility from any Bank, Financial Institutions of whomsoever without the written permission of YES Bank Ltd.;

3. We shall not withdraw any unsecured loans during the currency of the facility with YES Bank;

- For unsecured loans availed from the Company earlier we shall not accept any interest in case of any overdues with the Bank.
- If required by the Bank convert all or any of the Unsecured Loans into equity to maintain positive capital.

Dated at ___________________________ this ____________________ day of 200__

Yours truly,

1) ____________________________________
   (Signature & Name)

2) ____________________________________
   (Signature & Name)

3) ____________________________________
   (Signature & Name)

(Note: This document is required to be collected on Stamp Paper)
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 : __________________________

_________________________________

_________________________________
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)

<table>
<thead>
<tr>
<th>CUSTOMER DETAILS</th>
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<tbody>
<tr>
<td>Name of Applicant</td>
</tr>
<tr>
<td>Name of Co-Applicant</td>
</tr>
<tr>
<td>Application Number</td>
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</tbody>
</table>

(Please attach an original cancelled cheque leaf for this bank account)

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<tr>
<th>PARTICULARS OF BANK ACCOUNT</th>
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<tbody>
<tr>
<td>Account holder/s Name as in Bank Account (All Account holders)</td>
</tr>
<tr>
<td>Bank Name</td>
</tr>
<tr>
<td>Branch Name</td>
</tr>
<tr>
<td>Bank City</td>
</tr>
<tr>
<td>Account Number</td>
</tr>
<tr>
<td>Account Type</td>
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<td>9 Digit MICR Code</td>
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</tbody>
</table>

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

<table>
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<tr>
<th>Loan Agreement Number</th>
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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