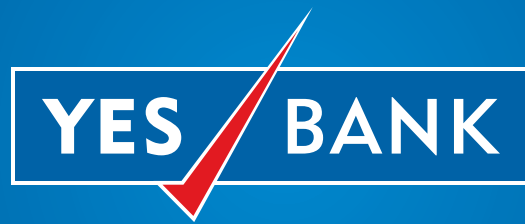




# PERSONAL / BUSINESS LOAN

DOCUMENTATION KIT  
FOR INDIVIDUAL  
APPLICANT



## 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.

***(Incase of Individual)***

Affix  
Revenue  
Stamp of  
Re. 1

Affix  
Revenue  
Stamp of  
Re. 1

(Signature)

**(Name of the Borrower)**

(Signature)

**(Name of Co-Borrower)**

***(Incase of Sole Proprietorship Firm)***

For \_\_\_\_\_(Borrower(s))

For \_\_\_\_\_(Co-Borrower(s))

Affix  
Revenue  
Stamp of  
Re. 1

Affix  
Revenue  
Stamp of  
Re. 1

Name of Proprietor:

Name of Proprietor:

Place:

Dated:



## PERSONAL LOAN AGREEMENT

THIS AGREEMENT is made at the place and on the date specified in Schedule between Yes Bank Ltd., 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 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 in title and assigns) of the FIRST PART; AND

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

WHEREAS

- A] the Borrower(s) have requested the Bank to provide a Personal Loan; AND
- B] the Bank has agreed to provide such a loan to the Borrower(s) on the terms and conditions hereinafter appearing.

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

### **1. Definitions and Interpretation**

1.1 In this Agreement, the following capitalized words shall have the following meanings:

"**Branch**" means the branch of the Bank situated at the place mentioned in the Schedule hereto through which the Personal Loan is disbursed and shall include any other branch where the Personal Loan account is maintained or transferred to any time at the sole discretion of the Bank.

"**Borrower(s)**" means and includes the Co-Borrower for the Personal Loan, as applicable.

"**EMI**" shall mean the amount payable every month on such date/s specified in the Schedule for the term of the Personal Loan by the Borrower(s) to the Bank to amortise the Personal Loan comprising interest and principal, or as the case maybe, only principal or interest.

"**EDI**" means the meaning assigned to in sub-clause 6.8 hereof.

"**Interest Rate**" means the rate at which the Bank shall compute and apply interest on the Personal Loan, as stated in the Personal Loan, as stated in the Schedule or as maybe amended from time to time by the Bank.

"**Default Interest Rate**" mean the rate as stated in the Schedule or as maybe amended by the Bank from time to time 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.

"**Parties**" mean the Bank and the Borrower(s) referred to collectively.

"**Personal Loan**" means the principal amount of Loan granted by the Bank to the Borrower(s) (as specified in the Schedule) in terms of this Agreement and shall include dues outstanding there under including interests, costs, charges, expenses and all other amounts due in accordance with this Agreement if the context so requires.

"**Prepayment**" means premature repayment of the Personal Loan by the Borrower(s) ahead of the repayment tenor specified in this Schedule.

"**Prepayment Charges**" means charges levied by Bank for prepayment as specified in the Schedule.

"**Pre Part Payment**" means pre mature part repayment of the personal Loan by the Borrower(s) ahead of the repayment tenor specified in this schedule.

"**Pre Part Payment Charges**" means charges levied by bank for part pre payment as specified in the schedule.

"**Purpose of Personal Loan**" means that the Personal Loan has been availed by the Borrower(s) for the purpose as stated in the Schedule hereto.

"**Repayment**" means the repayment of the principal amount of loan, interest thereon and/or any charges, premiums, expenses, fees or other dues payable in terms of this Agreement.

"**Schedule**" means the Schedule to this Agreement..

1.2 In this Agreement, singular shall include plural and the masculine gender, the feminine or neuter gender.

1.3 Any expressions not defined herein, if defined within the General Clauses Act, 1897, shall carry the same meaning as assigned to it under the said Act.

1.4 In this Agreement, headings are for convenience only and shall not affect interpretation except to the extent that the context otherwise requires.

1.5 Any reference to Article, Clause or Schedule shall be deemed to be a reference to an Article, Clause or Schedule of this Agreement.

1.6 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.

1.7 The arrangement of Clauses in this Agreement shall have no bearing on their interpretation.

### **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 Personal Loan to lend to the Borrower(s) and the Borrower(s) agrees to borrow from the Bank, the Personal Loan on the terms & conditions as fully contained in this Agreement and Schedule hereto.

2.2 The relationship between the Bank and the Borrower(s), as lender and Borrower(s) 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 Personal Loan in the manner given in the Schedule hereto. The Bank shall credit the Personal Loan to a designated bank account, details 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 6.8 hereinafter ("Personal 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 of Loan amount or any part/ parts thereof is disbursed to a person(s)/ entity(ies) (the "Vendors") other than the Borrower(s), the same has been 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 interest on the Personal Loan shall accrue from the date of the Bank's disbursement of the Personal Loan to the Borrower(s) and shall be computed:
- at such periodicity as stated in the Schedule;
  - taking the basis of 365 days in a year/ 366 days for a leap year
  - at the Interest Rate as stated in the Schedule or as maybe prescribed by the Bank from time to time; and
  - on the actual amount outstanding on the last day of the preceding period.
- 4.2 The Borrower(s) agrees and acknowledges that the Personal Loan shall bear 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 Personal Loan and the interest accrued thereon. The Borrower agrees that the Bank shall at its sole discretion, have the right to collect the Processing Charges stated in the Schedule at any time after sanction and before disbursement.
- 4.3 The Borrower(s) shall also bear and reimburse separately to the Bank the following:
- interest tax and other levies as maybe applicable from time to time
  - the cost of Stamp Duty on this Agreement and any other documents executed pursuant hereto, and
  - the costs and expenses involved or incurred by the Bank in the recovery of the Personal Loan, if the Personal Loan or any part thereof, when due is not paid by the Borrower(s).
- 4.4 In the event the Borrower(s) holds a Personal Loan Account with the Bank, the Banks 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 Personal Loan Account, unless separately reimbursed to the Bank by the Borrower(s).
- 4.5 Upon happening of any event of default including non payment of EMI, interests, fees, charges, taxes and costs will attract interest at the Defaulted Interest Rate at the rate specified in the Schedule on the principal outstanding from the date of default till the date the default is cured.
- 4.6 If the Bank has to arrange to collect the amounts payable by the Borrower(s) under this Agreement every month from the Borrower(s) then Collection Charges of an amount specified in Schedule for every such installment collected shall be levied to the Borrower(s) by the Bank.
- 4.7 If the Borrower(s) wishes to replace a post dated cheque with another then the Borrower(s) will be required to pay Swap Charges of an amount specified in Schedule for every such replacement.
- 4.8 The Bank shall at its sole discretion, be entitled to revise the Interest Rate and Default Interest Rate on the Personal Loan, without, assigning any reason for such revision and such revised rates shall thereafter apply to the Borrower(s).
- 4.9 The Borrower(s) is aware that the Schedule hereto is not exhaustive and the charges are the rates currently prevalent and can be changed and/or fresh/new charges can be added to, anytime and from time to time, at the sole and absolute discretion of the Bank and such charges shall be binding on the Borrower(s). Further, the Borrower understands and agrees that the fees and charges as stated in the Schedule are reasonable and non-refundable.
- 5. Conditions Precedent to Disbursement of Loan**
- 5.1 The Bank may at its sole discretion not disburse any amount under the Personal Loan unless the following conditions are complied with in the sole discretion of the Bank.
- The Personal Loan Agreement is duly executed and delivered to the Bank by the Borrower(s)
  - The Borrower(s) procures 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 Personal Loan with interest and all other amounts payable in respect thereof;
  - The Borrower(s) submits to the satisfaction of the Bank, a certificate of employment from his/ her employer , proof of practice of profession or vocation, trade licence/ proof of business standing and his/ her Financial Statements;
  - The Borrower(s) submits to the Bank, Post Dated Cheques (PDCs) towards repayment installments;
  - The Borrower(s) submits to the Bank, cheques, authorization for debit for the Processing Charges as stated in the Schedule; and
  - Any other document or writing as the Bank may require at its sole discretion
- 5.2 The Bank may not, having disbursed any amount, disburse any further amount under the Personal Loan, unless the following conditions are complied in the sole discretion of the Bank before such further disbursement.
- No event of default as specified in Clause 9 hereinafter shall have occurred.
  - The Borrower(s) shall have produced evidence of the utilization of prior disbursements and also in respect of proposed disbursements.
  - The Borrower(s) shall have produced his/ her periodic financial statements, and

d) The Borrower(s) shall have produced all other documents or writings as required by the Bank at its sole discretion.

## 6. Repayment/Prepayment

- 6.1 The Personal Loan (including the principal, interest thereon and any other charges, premiums, fees, taxes, levies or other dues payable by the Borrower(s) to the Bank in terms of this Agreement) shall be repayable by the Borrower(s) to the Bank;
- (1) at the Branch (or at any branch of Bank or at any other place as maybe notified by the Bank);
  - (2) by way of EMI as mentioned in the Schedule towards repayment of principal and interest;
  - (3) by separate repayments:
    - (a) towards repayment of default interests, fees, charges, taxes, claims, costs and expenses or
    - (b) towards repayment of interest tax as maybe notified by the Bank to the Borrower(s)
- 6.2 Subject to sub-clauses 6.3 and 6.4 herein, 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 Personal Loan at the end of its tenor and the Borrower(s) agrees to continue paying EMIs until all amounts due under the Personal Loan have been repaid in full to the Bank.
- 6.3 The Bank will be entitled to receive any subvention or discount or any other amount (hereinafter referred to as "the Subvention Amount"), on behalf of and for benefit of the Borrower(s), if such subvention or discount or any other amount is paid/ allowed by the Dealer, Consumer Durable Manufacturer, Departmental Store or any other entity in respect of the purchase; and to appropriate the Subvention Amount towards interest. The Borrower(s) will pay the Bank the balance interest.
- 6.4 The rate of interest actually charged shall be the rate arrived at after taking into account the interest received by the Bank in terms of sub-clause 6.3 above. In no case shall the Subvention Amount received by the Bank as aforesaid be passed on to the Borrower(s) even if the Loan, subject to the Bank permitting prepayment, is prepaid at any time.
- 6.5 The Borrower(s) agree 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.
- 6.6 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. 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
- 6.7 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 Personal 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 Personal Loan is prepaid the PDCs will be cancelled and returned to the Borrower(s).
- 6.8 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 Personal 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 hereto. For such purpose, the Borrower(s) shall sign and execute all documents/ applications and provide all such information/ documents as maybe required for effecting EDI by the Bank or such other bank in which the Borrower(s) maintains his account.
- 6.9 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.
- 6.10 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.
- 6.11 EMIs maybe either fixed or growing EMIs, the indicated EMI shall be the EMI for the first repayment.
- 6.12 The Borrower(s) shall not be allowed to prepay the Personal Loan and the interest thereon unless the Borrower(s) has paid first 6 (six) monthly installments fully. Pre payment may be allowed by the Bank at anytime after the payment of the first 6(six) monthly installments, by giving the Bank written notice of 30 days. In such event the Borrower(s) shall, in addition to the principal amount of the Personal Loan then outstanding and other costs, expenses, charges and damages set out in this Agreement, also be liable to pay to the Bank on the expiry of the said 30 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 prepayment.
- 6.13 The Borrower shall not be allowed to partly prepay the Personal Loan and the interest thereon unless the following conditions have been duly satisfied;
- Pre Part Payment allowed only post repayment of 6 EMI's
  - Minimum amount to be paid is Rs. 25000 and maximum amount is 25% of the POS on the date of repayment.
  - Part Payment can be done only once in a year
  - In case of foreclosure / full POS repayment charges will be applicable as per schedule
- In such event the Borrower(s) shall, in addition to the principal amount of the Personal Loan then outstanding and other costs, expenses, charges and damages set out in this Agreement, also liable to pay to the Bank an amount equal to the interest thereon till the date of payment and additional charges as mentioned in the schedule on the principle outstanding as on the date of pre part payment.
- 6.14 The Borrower shall not be allowed to partly prepay the Personal Loan and the interest thereon unless the following conditions have been duly satisfied;
- The Borrower(s) has paid first 6 (six) monthly installments fully
  - Minimum amount to be partly paid should be Rs. 25000 or the total amount of 3 EMI's, whichever is higher
  - Part Pre-Payment can be done within an interval of 3 months post last Part Pre-Payment



Part Pre-Payment can be made as many times as possible until the maturity date of the loan. In such event the Borrower(s) shall, in addition to the principal amount of the Personal Loan then outstanding and other costs, expenses, charges and damages set out in this Agreement, also liable to pay to the Bank an amount equal to the interest thereon till the date of payment and additional charges as mentioned in the schedule on the principle outstanding as on the date of pre part payment.

## **7. Bank's Rights**

### **7.1 The Bank shall:**

- a) In the event it is unwilling to continue the Personal Loan on account of regulatory or other reasons, the Bank shall have the sole right at anytime during the tenor of this Agreement to recall the entire or part of the Personal Loan without assigning any reason thereof;
- b) have the sole right to amend at anytime and from time to time any of the terms & conditions of this Agreement including but not limited to revising/ rescheduling the repayment terms/ amounts of EMI or any other amounts outstanding thereunder, revision of Interest Rate (including the Default Interest Rate), any other charges or fees, periodicity of compounding of interest, method of effecting credit of the repayments, without assigning any reason and notify such change/ revision/ amendment to the Borrower(s). The Borrower(s) will be bound by such change/ revision and the Borrower(s) agrees that such revision/ change/ amendment shall become applicable from date of such revision in the records of the Bank;
- c) have the right to inspect books of accounts and other records maintained by the Borrower(s);
- d) at the risk and cost of the Borrower(s) engage one or more person(s) to collect the Borrower(s)'s outstandings and may furnish to such person(s) such documents, information, facts and figures as the Bank thinks fit and may delegate to such person(s) the right and authority to perform and execute all acts, deeds, matter and things connected therewith or incidental thereto as the Bank thinks fit. If any default is committed by the Borrower(s), the Bank and the persons authorized by the Bank may approach the Borrower(s)'s employer and/ or other person(s) and inform it/him/her of the terms of this Agreement and/ or the default and/ or other matters and receive from it/him/ her any amount payable by it/him/her to the Borrower(s);
- e) be entitled at its absolute discretion and in the manner it deems fit to disclose/publish any information about the Borrower(s), his/ her account relationship with the Bank and/ or any default committed by him/ her in repayment of amounts/payment of interest (whether such information is provided by the Borrower(s) or obtained by the Bank itself and whether in form or repayment conduct, rating or defaults) to its head office, other branch offices, affiliated entities, Reserve Bank of India, other Banks, institutions, CIBIL (Credit Information Bureau (India) Ltd), its auditors, any refinancing agency and such third parties including rating agencies as the Bank may, in its sole and exclusive discretion, deem fit and proper. The Bank shall also be entitled to seek and receive any information as it deems fit in connection with the Personal Loan and/ or the Borrower(s) from any third party, and
- f) be entitled to require the Borrower(s), in the event of the Borrower(s) opting to resign or retire from his current employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever, to instruct his/ her employer to remit the entire dues or termination benefits (including compensation) becoming payable by the Borrower(s) from his/her employer on account of his/ her such cessation of employment and to receive and appropriate the same towards the Borrower(s)'s liability under the Personal Loan.
- g) have the right to store financial data of the Borrower(s). This includes data which is not kept within accounts of the Bank.
- h) have a right to apply and/or appropriate and/ or set-off any credit balance of the Borrower(s) or any monies/ assets (including but not limited to property, assets, securities, shares, stocks, and the like) belonging to the Borrower(s) coming in the hands of the Bank towards the repayment of Personal Loan upon occurrence of Event of Default. However, the Bank shall not be obliged to exercise any right given to it herein.
- i) The Borrower(s) acknowledge that certain services may be outsourced by the Bank to various service provider/ third parties and in pursuance of which Borrower(s) information may be disclosed by the Bank to such service provider/ third parties. The Borrower(s) hereby gives its consent to disclosure by the Bank to such service provider/ third parties confidential information relating to Borrower(s) and disclaims any liability that may arise by such disclosure by the Bank.

## **8. Borrower(s)'s Representation, Warranties, Covenants and Undertakings**

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

- a) the information provided in the application for the Personal Loan and as contained herein is complete and true in all respects.
- b) there are no threatened or pending claims, demands, litigation or liquidation proceedings against the Borrower(s);
- c) the Borrower(s) declare that they are not prohibited by law from availing of the Loan.
- d) 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.
- e) the Borrower(s) is a major and is of sound mind (where the Borrower(s) is/ are individual(s))
- f) the Borrower(s) shall utilize the Personal Loan for the purpose for which it is granted and not for any improper/ illegal/ unlawful/ speculative/ capital market related activities.,
- g) the Borrower(s) shall repay to the Bank the Personal Loan in accordance with the Repayment Terms mentioned herein.
- h) the Borrower(s) shall use the Personal Loan Repayment Account as his main account and deposit all his salary cheques, Professional and all other income therein and shall at all times maintain sufficient balance in the said account 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 employment, profession, business or utilization of Personal 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 employment and/or





residential/ office address/ telephone number, Email ID;

- l) the Borrower(s) shall not, during the tenure of this Agreement, avail of or obtain any further loan or facility for the same purpose without the prior written consent of the Bank.
- m) the Borrower(s) shall ensure that none of the PDCs issued are returned dishonoured for any reason whatsoever and is aware that in such an event cheque dishonour charges will be payable by him/ her to the Bank as specified in the Schedule.
- n) the EDI given to the Bank by the Borrower(s) pursuant to this Agreement
- o) shall not be changed, modified or countermanded without prior written permission of the Bank,
- p) 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 Personal 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 Personal Loan as per Schedule.
- q) the Borrower(s) shall not:
  - i) close the bank account/s from which the said 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
- r) shall not stand surety or as guarantor for any third party liability or obligation.
- s) shall not leave India for employment or business or long stay or permanently, without first fully repaying the Personal Loan then outstanding, with interest and other dues, including pre payment charges & Pre part payment charges if any and shall keep himself aware of all the rules of the Bank as pertaining to the Personal loan and in force from time to time.
- t) the Borrower(s) shall maintain, operate and fund the Personal Loan Account, if any, till the whole of the Loan Amount, together with interest and charges thereon, is received in full by the Bank.
- u) That the Borrower(s) is/ are not facing any litigation which have been initiated by another financier including banks;
- v) That the Loan is not being availed for any activities relating to producing or consuming Ozone Depleting Substances, in terms of Montreal Protocol to which Government of India is a part. Further that the Purpose of the Loan is compliant with various environment laws and has obtained all relevant environmental clearances for the proposed project. That 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.
- w) That each of these representations will remain correct and complied with so long as the Loan and/ or any sum there under remain outstanding.
- x) That he/ she is not a director or specified near relation of a director of a banking company;
- y) That he/ she is not a specified near relation to any senior officer of the Bank,
- z) I/ We understand and acknowledge that the loan if provided by the Bank, based on this agreement submitted by me/ us, is a commercial transaction and I/ We waive any defence under usury or other law relating to charging of interest;
- aa) I/ We undertake and confirm that I/ We shall ensure that the Guarantor(s), if any, observe all the covenants, terms, conditions, restrictions and prohibitions of the guarantee/s and I/ We agree 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.
- bb) The Borrower agrees and undertakes to route all cashflows/ receivables through its bank account maintained with the Bank.

## 9. Events of Default

- 9.1 The Bank may, by a written notice to the Borrower(s), declare the Personal Loan to have become due and payable forthwith upon the occurrence (in the sole decision of the Bank) of any one or more of the following events:
- a) The Borrower(s) fails to pay to the Bank any amount on or before and payable under this Agreement (including an EMI) 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 dis-honoured or EDI are not acted upon.
  - b) The Borrower(s) fails to pay to any person other than the Bank any amount on or before due date and payable or any person other than the Bank demands repayment of the loan or dues or liability of the Borrower(s) to such person ahead of its repayment terms as previously agreed between such person and the Borrower(s)
  - c) The Borrower(s) defaults in performing any of his/ her obligations under this Agreement or breaches any of the terms & conditions of this Agreement.
  - d) The Borrower(s) resigns, retires or is discharged or removed from the employment he/ she was engaged or changes, discontinues his profession on the date of this Agreement;
  - e) Any of the information/ document provided by the Borrower(s) to avail the Personal Loan or any of the Representations and Warranties contained herein or Application form is being found to be or becoming incorrect or untrue;
  - f) If the Borrower(s) is in breach of any term or condition of this Agreement (including in respect of repayment of the Loan Balance);
  - g) On the death/ lunacy or other disability of the Borrower(s);
  - h) If the Borrower(s) becomes person resident outside India under the provision of Foreign Exchange Management Act, 1999;
  - i) If there is reasonable apprehension that the Borrower(s) is unable to pay his/ her 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.
- 9.2 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).

9.3 It is clarified that upon 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 under Section 138 of Negotiable Instruments Act.

**10. Assignment and Transfer**

- 10.1 The Bank shall have a right to sell or transfer (by way of assignment, securitization or otherwise) the whole or part of the Personal Loan in such manner and on such terms & conditions as the Bank may decide at its sole discretion.
- 10.2. The Borrower(s) expressly agrees, in the event of sale or transfer as aforesaid, to accept such person to whom the Personal Loan is sold or transferred as his/ her lender and make the repayment of the Personal Loan to such person in the manner directed by the Bank.
- 10.3. The Borrower(s) shall not be entitled to transfer or assign any of his/ her rights under this Agreement.

**11. Miscellaneous**

- 11.1 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;
- 11.2 If at 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.
- 11.3 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 Personal 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.
- 11.4 The Parties confirm that this Agreement and its Schedule and any other documents executed pursuant to this Agreement shall represent one single Agreement between the Parties.
- 11.5 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.
- 11.6 This Agreement shall be subject to Indian laws
- 11.7 Unless the same falls within the jurisdiction of the Debts Recovery Tribunal established under the Recovery of Debts due to Banks and Financial Institution Act, 1993, any and all claims and disputes arising out of or in connection with this Agreement or its performance shall be settled by arbitration by a single Arbitrator to be appointed by the Bank. The arbitration shall be held, in the city where lending office of the Bank is situated, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- 11.8 Subject to the provisions of the Recovery of Debts due to Banks and Financial Institutions Act, 1993 and the arbitration provisions under Clause 11.7 herein, the Courts 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.
- 11.9 Reference to the term Borrower(s) shall mean and include the Co-Borrower(s), if applicable. All undertaking, representations 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 Personal Loan, charges and interests thereon.
- 11.10 In the event of default, mentioned in clause 9 of this Agreement, the Bank and its representative shall have the right to visit, call, the borrower(s) at his/ her office and/ or residence during the normal working hours of Bank

**SCHEDULE**

1. Date and Place of Execution of the Agreement: \_\_\_\_\_

2. Address of the concerned Branch: \_\_\_\_\_

3. Borrower(s) Details:

a. Name: \_\_\_\_\_

b. Address: \_\_\_\_\_

4. Co-Borrower(s) Details:

a. Name: \_\_\_\_\_

b. Address: \_\_\_\_\_

5. Particulars of the Loan:

a. Purpose : \_\_\_\_\_

b. Loan Amount: Rs. \_\_\_\_\_ Lacs (Rupees \_\_\_\_\_ Lacs only)

c. Rate of Interest: \_\_\_\_\_ % ( \_\_\_\_\_ 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 hereinabove, 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 callable 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. Pre Part Payment charges Rs. \_\_\_\_\_ flat for every incidence of Pre Part Payment or Rs. \_\_\_\_\_ which is \_\_\_\_\_ % of principal outstanding at the time of pre part payment.
- viii. Part Prepayment charges Rs. \_\_\_\_\_ flat for every incidence of part prepayment or Rs. \_\_\_\_\_ which is \_\_\_\_\_ % of principal outstanding at the time of pre part payment.
- ix. Legal Fees: Rs. \_\_\_\_\_
- x. No Due Certificate / No Objection Certificate (NOC): Rs. \_\_\_\_\_
- xi. Legal / Repossession & Incidental Charges: Rs. \_\_\_\_\_
- xii. Stamp duty & other statutory charges as per the rates applicable at the place of execution of Loan Agreement

k. Availability Period: \_\_\_\_\_

l. Security

The Borrower(s) declares that the Agreement was duly read and understood by him/ her/ it prior to Affixing signatures(s) hereunder. THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT IN ACCEPTANCE OF ALL THE TERMS AND CONDITIONS STATED HEREINABOVE ON THE DAY AND PLACE AFOREMENTIONED.

***(Incase of Individual)***



(Signature)

Name of the Borrower(s)



(Signature)

Name of Co-Borrower(s)

***(Incase of Sole Proprietorship Firm)***

For \_\_\_\_\_ (Borrower(s))

For \_\_\_\_\_ (Co-Borrower(s))



Name of Proprietor:



Name of Proprietor:

**DECLARATION BY CUSTOMER IF SIGNATURE IS NOT IN ENGLISH**

The contents of the following legal documents given below have been explained by me

\_\_\_\_\_ (Name & Address of witness) to \_\_\_\_\_

(Name & Address of the person signing in vernacular language) in \_\_\_\_\_ (Name of the vernacular language)

and the same have been understood by him/her.

List of legal document -

- 1.
- 2.
- 3.

Signature of Witness

Signature of Person signing in Vernacular language

**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 irrevocable 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**

Serial No.	Cheque No.

***(Incase of Individual)***

Signature

Name of the Borrower(s):

***(Incase of Sole Proprietorship Firm)***

For \_\_\_\_\_



Name of Sole Proprietor:

**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

*(Incase of Individual)*

Signature

Name of the Borrower(s):

*(Incase of Sole Proprietorship Firm)*

For \_\_\_\_\_

Name of Sole Proprietor:

**SOLE PROPRIETOR DECLARATION**

To,  
YES BANK LIMITED,

Date:

Re: Opening of a new account in the name of \_\_\_\_\_ and availing of \_\_\_\_\_ facility

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

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

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

Yours faithfully,,

For \_\_\_\_\_

Signature Name:

(Firm's Authorised Signatory Stamp to be affixed)

**FORMAT OF AUTHORITY LETTER TO BANK FOR STATEMENT VERIFICATION**

Dated: \_\_\_\_\_

To,

**The Branch Manager**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reference** : My Saving/Current Account # \_\_\_\_\_

**Subject** : Bank Statement Verification

Dear Sir/Madam

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

Thanking you in anticipation

Yours truly,

(Signature of the Account Holder)

Name : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





## MOST IMPORTANT INFORMATION

Attention: Please read carefully before signing

### ACKNOWLEDGEMENT FORM

**CUSTOMER'S COPY**

**APP ID#**  
(For Office Use Only)

I/We refer to our application form no \_\_\_\_\_ Dated \_\_\_\_\_ submitted by us/me to YES BANK Limited.

I/We have been provided the following information and I/We have read and understood the following information and agree with the same and have accordingly filled aforesaid application form.

Nature of Facility	
Facility Amount Not Exceeding	
Amount of Each Installment	
No. of Monthly Installments	
First Installment Date	
Due dates for Installments	Day of each month
Rate of Interest	
Processing fee (non-refundable)	
Stam duty charges (non-refundable)	
Cheque Bounce Charges & Late Payment Fees	Rate prevailing on date of default + Taxes as applicable
Prepayment / Foreclosure Charges	

**I/We acknowledge that**

- I/we have not made any payment in cash/bearer in cheque or kind along with or in connection with this application form.
- I/We are aware of the fact that it is not mandatory for YES BANK to inform either in advance or subsequently on the levy of any charges and/or change in the levy or introduction of such levy.
- YES BANK is entitled to add, to delete, recall the facility in the event of default without any notice or modify the aforesaid terms and conditions, and the same shall be binding on me/us.
- In the event of any change of address for communication, any change in job by me or my co borrower the same should be intimated to the bank, one month in advance.

**\*\*YES BANK Ltd follows defined installment banking dates. If the disbursement takes place between 3rd and 15th of the month the EMI will fall due on 2nd of the next month and if the disbursement between 16th and 2nd of the next month, the EMI will fall due on 15th of the subsequent month(next to next)**

All loans are at the sole discretion of YES BANK Ltd. I/We have read and understood the clause 5.2 of Personal Loan Agreement regarding non disbursement of the loan on a/c of non-fulfillment of the document formalities as required by the bank and agree with the same.

Name of the Applicant(s)			
Sign		Date	Location
DSE / DSA Sign		DSE / DSA Name	
DSE / DSA Phone No.		Location	Location



## MOST IMPORTANT INFORMATION

Attention: Please read carefully before signing

### ACKNOWLEDGEMENT FORM

#### BANK'S COPY

#### APP ID#

(For Office Use Only)

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Name of the Applicant(s)			
Sign		Date	Location
DSE / DSA Sign		DSE / DSA Name	
DSE / DSA Phone No.		Location	Location

