



Healthcare/Education/ Hospitality/Printing Loan Agreement

CUSTOMER NAME: _____

LOAN AGREEMENT NO.: _____

GENERAL INSTRUCTIONS FOR FILLING
HEALTHCARE/ EDUCATION/ HOSPITALITY/ PRINTING LOAN KIT

All documents in this booklet need to be filled in English. In case the Borrower or its Authorised Official is illiterate or does not know English, ensure that a vernacular declaration is necessarily executed.

Contents are to be filled up and signatures affixed with ballpoint pen in blue and black colour only. However, please ensure that a single colour ink is used consistently in the document.

Efforts should be made to avoid any modifications/deletions/overwritings/erasures in the documents. In case any of the aforesaid is carried out in the documents, please ensure that the same is countersigned by the executants.

Signatures of the executants should be affixed in normal full form and the font should be consistent in all documents. Affixing of initials in place of normal full form signature should not be permitted.

Authorised official of the company/partnership to provide board resolution/authorisation which permits the authorised official to execute the document.

Signature should be compulsorily affixed at places where there is a  mark.

HEALTHCARE/EDUCATION/HOSPITALITY/PRINTING LOAN

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 section 5© of the Banking Regulation Act 1949, and constituted under Companies Act, 1956, 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), whose name(s) and details are stated in the Schedule hereto and hereinafter referred to as the “Borrower(s)” (which expression shall unless the context otherwise requires, include in case of (i) individuals/proprietor/his/her/theirs heirs, legal representative, executors and administrators (ii) a Corporate/Society/Trust include its successors and permitted assigns (iii) Partnership Firm - the partners for the time being and from time to time of the firm, the survivor or survivors of them, their respective heirs, administrators, executors) of the SECOND PART;

WHEREAS

- A] The Borrower(s) have requested the Bank to provide Healthcare/Education/Hospitality/Printing Loan for the purpose more fully stated in the Schedule; and
- B] The Bank has agreed to provide such Healthcare/Education/Hospitality/Printing Loan to the Borrower(s) on the terms and conditions hereinafter appearing.

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

1. Definitions and Interpretation

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

“**Asset(s)**” means Healthcare/Education/Hospitality/Printing equipment(s), including body and associated items and accessories and/or any additional body building/modification works, additional components and engine/parts upgrades under these presents offered or caused to be offered as security/secured in favour of the Bank by the Borrower for the due repayment of the Healthcare/Education/Hospitality Loan.

“**Healthcare/Education/Hospitality/Printing 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 thereunder including interests, costs, fee & charges, expenses and all other amounts due in accordance with this Agreement if the context so requires.

“**Branch**” means the branch of the Bank situated at the place mentioned in the Schedule hereto through which the Healthcare/Education/Hospitality/Printing Loan is disbursed and shall include any other branch where the Healthcare/Education/Hospitality/Printing Loan account is maintained or transferred to any time at the sole discretion of the Bank.

⇒ Borrower _____

⇒ Co-Borrower _____

LOAN-CUM-HYPOTHECATION AGREEMENT

THIS AGREEMENT (the “Loan Agreement”) made on the [] day of [] two thousand[].

BETWEEN

Yes Bank Ltd., a banking company within the meaning of section 5 (c) of the Banking Regulation Act 1949, and constituted under Companies Act, 1956, 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), whose name(s) and details are stated in the Schedule hereto and hereinafter referred to as the “Borrower(s)” (which expression shall unless the context otherwise requires, include in case of (i) individuals/proprietor/his/her/theirs heirs, legal representative, executors and administrators (ii) a Corporate/Society/Trust include its successors and permitted assigns (iii) Partnership Firm – the partners for the time being and from time to time of the firm, the survivor or survivors of them, their respective heirs, administrators, executors) of the SECOND PART;

WHEREAS

At the request of the Borrower, the Bank has advanced or allowed and/or agreed to advance or allow or continued or agreed to continue certain credit facilities to the Borrower (the “Loan”), details of which are specified in the Schedule to this Loan Agreement.

NOW IN CONSIDERATION of the Bank having granted/agreed to grant, the Loan, and subject to the terms and conditions set forth, the parties hereby agree, undertake and declare:

1. The Borrower has requested for this Loan for purchasing the assets as specified in the Schedule for the Borrower’s daily operational needs in the ordinary course of business. The Bank has, based on the Borrower’s request, representation, warranties, covenants and undertakings as contained herein and in the application for Loan agreed to lend to the Borrower subject to the borrower submitting a disbursement request or after expiry of a period of ___ days from the date of execution of these presents whichever is earlier and the Borrower has agreed to borrow from the Bank, the Loan on the terms and conditions as fully contained in this Loan Agreement and the Schedule hereto.
2. The relationship between the Bank and the Borrower, as Lender and Borrower shall commence from the date of this Loan Agreement and shall subsist until all monies due and payable by the Borrower to the Bank under this Agreement, shall have been fully paid to and received by the Bank to its satisfaction.
3. The Borrower hereby hypothecates with the Bank the equipment described in the Schedule, (hereinafter referred to as the “Hypothecated Equipment”) by way of first charge as security for the Loan and also for all liabilities of the Borrower to the Bank together with interest, commissions, costs, charges and expenses payable to or incurred by the Bank including those for the enforcement of any of the security(ies) or any loan(s) which will be disbursed, has/have been disbursed by the Bank to the Borrower in Instalments or in lumpsum or to the suppliers directly.
4. The Borrower shall make and furnish to the Bank all statements and returns of the cost and market value of

⇒ Borrower _____

⇒ Co-Borrower _____

↑ Co-Borrower
↑ Borrower

the Hypothecated Equipment and full description thereof, and shall produce evidence in support thereof at such intervals as may be specified by the Bank or as the Bank may require from time to time. The Borrower shall, at all times, maintain a sufficient quality and market value of the Hypothecated Equipment to provide the necessary margin of security required by the Bank wherever applicable and shall furnish to the Bank every quarter a statement showing the manner in which the said advance had been utilized and shall furnish such other information/papers as may be required by the Bank.

5. The Bank shall not be liable towards the Borrower or any other person for any loss or damage to the Hypothecated Equipment, the subject of this Loan Agreement, arising by whatever cause, and whether the Hypothecated Equipment shall be in the Bank's possession at the time of such loss or damage. The Borrower shall, at all times, indemnify and keep the Bank indemnified from and against all suits, proceeding, costs, charge, claims and demand whatsoever that may at any time arise or brought by any person against the Bank in respect of any acts or omissions by the Bank in connection with the Hypothecated Equipment or the rights and powers of the Bank under this Loan Agreement.
6. The Borrower shall, with the Bank's prior written consent, be at liberty to sell or dispose of the Hypothecated Equipment or any part thereof at any time and in any manner, provided, the advance value of the Hypothecated Equipment is paid into the Loan Account(as defined below in clause 14) or the Borrower substitutes the goods similar to the Hypothecated Equipment, or goods of at least equal value of the Hypothecated Equipment so sold or disposed of.
7. Upon the Borrower's default in payment of any money hereby secured or on the non-performance of an obligation on the part of the Borrower or on the occurrence of any circumstances in the opinion of the Bank endangering the security, the Bank and their officers and agents shall be entitled at any time and without notice to the Borrower, at the Borrower's risk and expense, to enter and remain at any place where the Hypothecated Equipment shall be and to take possession or recover and receive the same and/or appoint any officer(s) of the Bank as receiver/s of the Hypothecated Equipment and/or sell by public auction or private contract or otherwise dispose of all or any part of the Hypothecated Equipment and realize the net proceeds of such sale towards liquidation of the balance Loan amount due to the Bank.
8. The Hypothecated Equipment and all sales realizations and insurance proceeds thereof shall be deemed to be the Bank's exclusive property and the Borrower shall not create any mortgage, charge, lien, or encumbrance on the Hypothecated Equipment or any part thereof.
9. The Borrower hereby declares that all the Hypothecated Equipment are the absolute property of the Borrower, is at the sole and exclusive disposal of the Borrower, and is free from any prior charge or encumbrance. Further, the Borrower covenants that the Borrower has absolute authority and is competent to enter into this Loan Agreement and to hypothecate the Hypothecated Equipment in the manner aforesaid, and that the Borrower will execute, at its cost, all such documents as shall be required by the Bank from time to time in respect of this Loan Agreement. In case the Borrower is unavailable to execute the documents, as required by the Bank, the Borrower hereby authorizes and irrevocably appoints the Bank and/or the Bank's authorized officers as the Borrower's attorneys to act on behalf of the Borrower to execute any document or do any act, which the Borrower ought to execute and do under these presents, and generally to use the Borrower's name to exercise the powers conferred to the Bank under this Loan Agreement.
10. In the event the Hypothecated Equipment are kept or used in a third party premises, the Borrower agrees and undertakes to enter into legally compliant lease/rent agreements with such third party and provide a copy of the duly executed, stamped and registered agreement and other documents to the Bank, as required by the Bank. The Borrower further covenants that if any applicable law requires that the premises in which the Hypothecated Equipment will be kept and operated should be licensed as a commercial premise, the Borrower shall provide a copy of such license to the Bank. If the premise is not registered as a commercial

⇒ Borrower _____

⇒ Co-Borrower _____

premise, the Borrower shall ensure such registration and provide a copy of the registration to the Bank.

11. The Borrower shall maintain the Hypothecated Equipment in good order and condition, serviced and worn out parts replaced. The Borrower covenants that the Hypothecated Equipment will not suffer depreciation beyond the normal extent of wear and tear.
12. The Hypothecated Equipment shall be kept at the Borrower's risk and expense in good condition and fully insured against fire and/or such other risk in the name and sole benefit of the Bank or in the Borrower's name with the Bank as the beneficiary incorporated therein, as may be stipulated by the Bank, with an insurance company approved by the Bank and for such amount as the Bank may consider necessary and that the insurance policies shall be delivered to the Bank. The Borrower shall provide the premium payment receipts to the Bank on regular basis.
13. Upon the Borrower's default to keep the Hypothecated Equipment insured as aforesaid, the Bank may, at its discretion, but without obligation to do so, effect insurance of the Hypothecated Equipment and/or pay premium thereof and the Borrower hereby undertakes to reimburse the Bank, on demand, all the amounts paid and/or incurred by the Bank in doing so and on default of payment of such amounts by the Borrower, the Bank shall be at liberty to debit such amounts to the accounts of the Borrower with the Bank and such amounts shall carry interest at the highest of the rates as provided in the Schedule hereto.
14. The Borrower agrees that in the event of loss of insured asset, the Borrower shall submit the insurance claim to the insurance company under intimation to the Bank and in the event of receipt of claim amount directly from the insurance company, the Borrower undertakes to remit the same to the Bank.
15. The Borrower hereby declares that all the Hypothecated Equipment and all sales and realizations and the insurance proceeds thereof and all documents relating to the Hypothecated Equipment shall be held by the Borrower in trust for the Bank.
16. The Borrower agrees and undertakes to make the repayment of the Loan to the Bank by way of equated monthly instalments ("EMI") or as specified in the Schedule. The Borrower shall not dispute the Bank's calculation of EMI.
17. The Borrower shall maintain an account with a bank approved by the Bank ("Loan Account") for the purpose of the Borrower's business, to which account shall be credited all payments made from time to time, by the Borrower, towards repayment of principal and payment of interest and all other amounts due in respect of the Loan. All payments received by the Borrower in respect of the Hypothecated Equipment shall be credited by the Borrower to the Loan Account.
18. The Borrower shall not, except with the prior approval of the Bank, maintain an account with any other bank in respect of the Hypothecated Equipment, and all transactions relating to the Hypothecated Equipment shall be put through the Loan Account only.
19. The payment made by the Borrower to the Bank under this Loan Agreement shall be appropriated by the Bank in the following order: (a) costs, charges and expenses that the Bank may expend to service, enforce and maintain the security and therefore, recover the Loan, interest and all sums due and payable by the Borrower to the Bank under this Loan Agreement; (b) interest on amounts in default and loss of profit on the defaulted amounts; (c) pre-payment charges; (d) interest on the principal amount; and (e) the principal amount of the Loan.
20. The Borrower shall ensure prompt and timely payment of the EMIs to the Bank on a regular basis without any notice, intimation or reminder from the Bank. Any delay or default in payment of any EMI shall make the Borrower liable to pay to the Bank, interest at the rate specified in the Schedule, for the period of such default.
21. All repayments of principal amount, interest and all other amounts by way of EMI or otherwise shall be paid in the Loan Account in accordance with the method of effecting payment as stated in the Schedule

⇒ Borrower _____

⇒ Co-Borrower _____

or as adopted by the Bank from time to time.

22. Pre-payment charges, as stated in the Schedule, shall be charged on the repayments made ahead of the repayment terms.
23. The Bank shall disburse the Loan in lump sum or in suitable instalments, as decided by the Bank or as specified in the Schedule.
24. The Borrower shall pay interest on the Loan at the rates specified in the Schedule hereto with monthly rests or such other rests as may be decided by the Bank, subject to the directives, if any, issued by the Reserve Bank of India.
25. In case the interest on the Loan availed by the Borrower is to be paid at a floating rate, the interest will be paid as specified by the Bank from time to time. The Bank reserves its right to modify the base rate from time to time and accordingly the floating rate of interest will also vary. Provided that the interest rates payable by the Borrower are subject to changes/review basis changes/interest rates made/direction issued by Reserve Bank of India (RBI) from time to time.
26. The interest shall be paid in the manner specified by the Bank in the Schedule, and the first of such instalments of interest shall be payable by the Borrower on the date immediately after the first disbursement of the Loan, or as specified by the Bank in its sole discretion.
27. The Bank shall be entitled to change the interest rate at any time. Interest on the Loan shall be computed and debited to the Loan Account at intervals as stated in the Schedule.
28. Interest tax and other taxes/levies as may be applicable from time to time on the Loan shall be borne solely by the Borrower. The Bank shall be entitled to debit all other amounts due and payable by the Borrower under this Loan Agreement (including but not limited to interest tax, fees, stamp duty, processing fee, login fees, costs, service/prepayment and other charges, claims and expenses including expenses which may be incurred by the Borrower in the enforcement or attempted enforcement of security created in favour of the Bank) to the Borrower's Loan account, unless separately reimbursed to the Bank by the Borrower. Such amounts shall form part of the Loan.
29. The Borrower agrees that the Loan shall be repayable on demand notwithstanding the repayment procedure stipulated in the Schedule and that the Bank may, at any time, in its discretion, cancel the Loan without prior notice to the Borrower.
30. The Borrower shall pay a non-refundable processing fee/service charge, specified in the Schedule hereto, as applicable.
31. The Borrower shall continue to pay the EMIs on the respective due dates as set out in the repayment schedule specified in the Schedule, regardless of whether the Hypothecated Equipment purchased with the Loan is defective, is under repair, or not delivered.
32. In case of payment by way of cheques, the Borrower shall not instruct its bank to withhold or stop payment of any cheque. Further, the Borrower shall not instruct the Bank to withhold depositing the cheques. Any non-presentation/delayed presentation of the cheque due to any reason will not affect the liability of the Borrower to pay the EMIs on time. The Borrower agrees to replace the cheques/issue fresh cheques, if so required by the Bank.
33. Should the Borrower wish to swap/interchange the cheques issued by him/her, the Borrower may do so on paying the Bank swap charges as intimated to the Borrower by the Bank from time to time. Any costs incurred in this regard would be borne by the Borrower.
34. The Bank shall have the first lien on all the monies of the Borrower with the Bank, for the purpose of recovery of the Bank's entire dues under this Loan Agreement.
35. In the event of the Borrower committing a default in the payment of any sum payable hereunder, whether by way of repayment of the outstanding balance of the Loan or by way of payment of any

⇒ Borrower _____

⇒ Co-Borrower _____

Instalment of interest or any other payment due and payable by the Borrower hereunder, or the Borrower committing any breach or default of any other conditions of this Loan Agreement or under any other instrument in respect of the Loan, the Borrower shall, in respect of the outstanding amount of the Loan and in respect of the instalment of interest or other amount in default, pay by way of liquidated damages, additional interest at the highest of the rates specified in the Schedule hereto from the date of default until the date of payment. The payment of additional interest shall not absolve the Borrower of the other obligations in respect of such default or affect the rights of the Bank in respect of the default.

36. In addition to the Hypothecated Equipment, the Borrower undertakes to provide such other security as may be required by the Bank (including any asset that may already have been charged to the Bank for other loans/credit facilities, if any) to effectively secure the Loan in the manner specified in the Schedule hereto and also create such further security and execute such other documents as may be required by the Bank in respect of the Loan.
37. The Borrower shall furnish verified statements in regard to the utilization of the Loan, the Hypothecated Equipment and the Borrower's business as may be required from time to time in such form and manner as may be specified by Bank and, if so required by the Bank, have such statements certified by the Borrower's auditors.
38. The Bank shall have the right to disclose any information about the Borrower, details of his account with the Bank and/or any default committed by him (whether such information is provided by the Borrower or obtained by the Bank itself and whether in form of repayment conduct, rating or defaults) to its head office, other branch offices, affiliated entities, Reserve Bank of India, any refinancing agency and such third parties as the Bank may deem appropriate. 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 from any third party.
39. The Borrower hereby represents/warrants to/covenants/undertakes with the Bank that the Borrower:
 - (i) has furnished complete and accurate information and details to the Bank about himself and the Hypothecated Equipment and no vital information has been omitted to be stated; and
 - (ii) the Borrower shall apprise the Bank of the occurrence or likely occurrence of any event which is likely to affect the capacity of the Borrower to repay the Loan or interest thereon and other charges in respect thereof or likely to affect the security for the Loan or the obligations of the Borrower to the Bank in respect of the Loan, including but not limited to the following events, namely:
 - a) institution of any legal proceedings against the Borrower by any person making a claim for money against the Borrower;
 - b) enforcing against the Borrower any guarantee given by the Borrower;
 - c) any damage to the Hypothecated Equipment or any of them for any reason whatsoever;
 - d) default by the Borrower in paying an amount forming part of the Hypothecated Equipment;
 - e) any distress or other process of court being taken against any of the Hypothecated Equipment;
 - f) occurrence of any event which is likely to prejudicially affect the Borrower's business, including industrial action, steps taken by authorities for recovery of statutory dues, etc.
 - g)
 - (i) (where the Borrower is an individual) he/she is not a director or specified near relation of a director of a banking company;
 - (ii) (where the Borrower is a partnership firm/HUF) none of the partners or members of the HUF is a director or specified near relation of a director of a banking company; and
 - (iii) (where the Borrower is a joint stock company) none of its directors, is a director or specified near relation of a director of a banking company.

⇒ Borrower _____

⇒ Co-Borrower _____

h)

- (i) (where the Borrower is an individual), that he/she is not a specified near relation to any senior officer of the bank,
- (ii) (where the Borrower is a partnership firm/HUF), none of the partners or members of the HUF, is a specified near relation of any senior officer of the bank, and
- (iii) (where the Borrower is a joint stock company), none of its directors, is a specified near relation of any senior officer of the bank.

(i) That the Borrower shall not use/employ/engage the hypothecated equipment(s), i.e. the instruments kept at the Borrower's place or in Borrower's possession and which are hypothecated in favour of YES Bank Limited for carrying out /supporting/assisting any illegal activities in contravention to existing laws (State Laws /Central Laws /Local Laws) and as amended from time to time .

40. The Bank may, in its sole discretion, by a written notice to the Borrower, declare all sums outstanding under the Loan (including the principal, interest, charges, expenses) to become due and payable forthwith upon occurrence of any of the following events of default:

- (i) The Borrower committing any default in the payment of EMIs and in the payment of any other amounts to the Bank when due and payable;
- (ii) The Borrower utilizing the Loan or any part thereof for a purpose other than those for which the Loan has been sanctioned;
- (iii) The Borrower, without the prior written approval from the Bank, creating interest in the Hypothecated Equipment or any of them in favour of any third party in any manner whatsoever;
- (iv) The Borrower not providing additional security for the Loan in the event of the margin already provided, not being adequate in the opinion of the Bank, and the opinion of the Bank shall be final and binding on the Borrower;
- (v) The Borrower's failure to pay to any person other than the Bank any amount when due and payable, or any person other than the Bank demands repayment of the Loan or dues or liability of the Borrower to such person, ahead of its repayment terms as previously agreed between such person and the Borrower;
- (vi) The Borrower defaults in performing any of the obligations under this Loan Agreement or breaches any of the terms or conditions of this Loan Agreement or any other security documents, undertakings, etc., executed in favour of the Bank;
- (vii) The death, failure in business, liquidation/dissolution, amalgamation or reconstruction, except with prior written approval of the Bank, general assignment for the benefit of creditors, if the Borrower suspends payment to any creditors or threatens to do so, filing of any petition of winding up against the Borrower;
- (viii) Any person, other than the Bank, commencing proceedings to declare the Borrower insolvent or if the Borrower becomes bankrupt or insolvent;
- (ix) The Bank, for any regulatory or other reasons, is unable or unwilling to continue the Loan;
- (x) If it is certified by an Accountant of a Firm of Accountants appointed by the Bank (which the Bank is entitled and hereby authorized to do so at any time) that the liabilities of the Borrower exceed the Borrower's assets, or that the Borrower is carrying on business at a loss;

41. In the event of any of the foregoing events of default, the Bank shall have the right:

- (a) To recover the entire dues of the Loan;

⇒ Borrower _____

⇒ Co-Borrower _____

- (b) To suspend any withdrawal to be effected in the Loan Account;
 - (c) Take possession of the Hypothecated Equipment and the additional security so created whether by itself or through any of the recovery agents or attorneys as may be appointed by the Bank; and
 - (d) Take any other action as it may deem fit for recovery of its dues and enforcement of the securities.
42. The Borrower shall forthwith pay all outstanding dues to the Bank. The Bank shall also be entitled to adjust and a right of set-off on all moneys belonging to the Borrower standing to their credit in any account whatsoever with the Bank, towards payment of such deficiency. Nothing contained in this clause shall oblige the Bank to sell, hire or deal with the Hypothecated Equipment and the Bank shall be entitled to proceed against the Borrower independently of such or any other security. The Borrower agrees to accept the Bank's accounts in respect of such sale, hire, dealing or otherwise as the conclusive proof of the correctness of any sum claimed to be due from the Borrower. In case of any deficit, the deficit amount shall be recovered by the Bank from the Borrower.
43. The Bank may, at the risk and cost of the Borrower, engage one or more person(s) to collect the Borrower's outstanding and/or to enforce any security and may furnish to such person the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto as the Bank thinks fit.
44. The Borrower hereby agree as a pre-condition of the Loan granted to it by the Bank that in case the Borrower commits default in the repayment of the Loan or the interest on it, the Bank and/or Reserve Bank of India will have an unqualified right to disclose or publish the name of the Borrower or the name of the Borrower's company/firm/unit and its directors/partners/proprietors as defaulter in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit. Further, the Borrower, if being a company, agrees not induct a person who is a promoter or director on the Board of a company which has been identified as a wilful defaulter as per the definition at paragraph 2.1 of the Master Circular on Wilful defaulters dated July 2, 2012 including its amendments or revisions thereto and that in case, such a person is found to be on the Board of the borrower company, it would take expeditious and effective steps for removal of the person from its Board.
45. The Borrower shall appoint the Bank acting through its officials as its true and lawful attorney to do and execute for and in the name and on behalf of the Borrower and where the Borrower is more than one individual, jointly and severally, all or any of the acts, deeds and things, specified therein.
46. The Borrower shall indemnify and keep indemnified the Bank against all claims, costs, losses and expenses that may be incurred by the Bank by reason of any act or default on the part of the Borrower.
47. The Borrower expressly recognizes and accepts that the Bank shall be absolutely entitled to, and has full power and authority to sell, assign or otherwise transfer in any manner whatsoever, in whole or in part, and in such manner and on such terms as the Bank may decide (including if deemed appropriate by the Bank reserving a right to the Bank to retain its power to proceed against the Borrower on behalf of the purchaser, assignee or transferee) any or all outstanding dues of the Borrower, to any third party of the Bank's choice without any further reference or intimation or notice to the Borrower, and without seeking any consent of the Borrower. Any such action and any such sale, assignment or transfer shall bind the Borrower to accept such third party as creditor exclusively or as a joint creditor with the Bank or any other person, as the case may be. Any costs in this behalf, whether on account of such sale, assignment or transfer or enforcement of rights and recovery of outstanding dues, shall be to the account of the Borrower. The Borrower shall not assign this Loan Agreement or any of the rights, duties or obligations of the Borrower hereunder, except with prior written consent of the Bank.
48. The Borrower accepts, confirms and consents for the disclosure and sharing by the Bank of all or any information and data relating to the Borrower, the Loan, any other transactions that the Borrower has with the Bank, the Borrower's account, and the agreements and documents related to the Loan and

⇒ Borrower _____

⇒ Co-Borrower _____

transactions, including but not limited to information relating to default, if any, committed by the Borrower, in the discharge of the Borrower's obligations in relation to the Loan or other transactions, as the Bank may deem appropriate and necessary to disclose and furnish, to the Reserve Bank of India ("RBI") and/or to the Credit Information Bureau (India) Ltd. and/or to any other agency or body as authorized in this behalf by RBI, to other banks and lenders including assignees and potential assignees, to its professional advisers and consultants and to its service providers instructed by it in relation to the Loan, and/or as required under law or any applicable regulation, at the order of a court of law, or at the request or order of any statutory, regulatory or supervisory authority with whom it customarily complies.

49. The Borrower undertakes and covenants that it shall provide all information, including information regarding other credit facilities enjoyed by the Borrower, as and when required by the Bank. The Borrower declares that the information furnished to the Bank from time to time is and shall be accurate.
50. The Borrower accepts that the RBI or the Credit Information Bureau (India) Ltd. and any other agency so authorized, any statutory, regulatory or supervisory authority or other lenders, may use, process, disseminate the said information and data disclosed by the Bank in such manner as deemed fit by them in any particular circumstances, and the Borrower shall not hold the Bank at all responsible or liable in this regard.
51. It is hereby agreed between the parties that the Schedule may be amended, revised, substituted by way of written communication by the Bank to the Borrower from time to time. Such correspondences between the Bank and acceptance thereof by the Borrower shall be deemed to be an integral part of this Loan Agreement and shall be read in conjunction thereof.
52. The parties agree that any delay or omission by the Bank in exercising any of its rights, powers or remedies as the lender of the Loan under this Loan 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.
53. The Parties confirm that this Loan Agreement and its Schedule and any other documentation pursuant to it represent one single agreement between the Parties.
54. Laws of India shall govern this Loan Agreement, the security and other documentation pursuant hereto and Courts having jurisdiction where the office of the bank is situated shall have exclusive jurisdiction over all aspects governing the interpretation and enforcement of this Loan Agreement, the security and other documentation pursuant hereto. Nothing herein shall limit the right of the Bank to take proceedings against the Borrower in any other court of competent jurisdiction within India nor shall the taking of the proceedings in one or more jurisdiction preclude the Bank from taking proceedings in any other jurisdiction within India, whether concurrently or not.
55. A notice to be given by the Bank to the Borrower, shall be effective and deemed to have been duly served on the Borrower, three (3) days after the same shall have been dispatched properly addressed to the Borrower at the address given below or otherwise, and if delivered to the Borrower against acknowledgement, it shall be deemed to have been duly served as on the date of delivery.
56. The liability of the Borrower in respect of this Loan shall be joint and several.
57. The Co-Borrower shall be jointly and severally liable with the Borrower under the Loan and his/her/their obligations in relation to the Loan shall be concurrent with that of the Borrower in all respects as if he/she/they himself/herself/themselves was/were the Borrower and accordingly, Co-Borrower shall guarantee and regularly and punctually pay to the Bank all EMIs as well as other dues payable under the Loan himself/herself/themselves in the event of default by the Borrower.

⇒ Borrower _____

⇒ Co-Borrower _____

In witness whereof the parties hereto have executed/ caused to be executed these presents on the day and year written in the Schedule hereinafter appearing

*For the Company

THE COMMON SEAL OF : _____ Limited
having its registered office at : _____

has been hereunto affixed
pursuant to the resolution of its
Board of Directors passed at the
Meeting held on the : _____ day of _____
In the presence of : Mr./Ms. _____ and
: Mr./Ms. _____

Two of the Directors of the
Company who have in token
thereof set their respective hands
hereto in the presence of
Witness : Mr./Ms. _____

*For Partnership Firm

Name :

Place of business :

Signed and delivered on behalf
of the Borrower by its partners : Mr./Ms. _____
: Mr./Ms. _____
: Mr./Ms. _____
: Mr./Ms. _____
: Mr./Ms. _____
In the presence of Witness : Mr./Ms. _____

*For the Society/Trust

Name :
Place of business :
Signed and delivered on behalf
of the Borrower by its authorized
signatories : Mr./Ms. _____
: Mr./Ms. _____

*For Individuals/Proprietor

Name :
Addresses :
Signed and delivered by the
Borrowers : Mr./Ms. _____
: Mr./Ms. _____

*For the Bank

Signed and delivered by the
Bank Ltd. by the hand
of its authorized signatory : Mr./Ms. _____

⇒ Borrower _____

⇒ Co-Borrower _____

SCHEDULES

Loan Agreement No.		Place of Agreement	
Agreement (DD/MM/YYYY)		Borrowing Purpose (Personal/Commercial Use)	
Borrower Constitution			
Name & Address of Borrower		Details for Communication to the Borrower/Co-Borrower	
Name & Address of Co-Borrower			
Equipment Make & Model		Year of Manufacture	
Description of the equipment			

Dealers/Manufacturer/ Seller Name		Dealers/Manufacturer/ Seller Location	
Asset Cost	Rs.	Loan Amount	Rs.
Loan Tenor		(A) Fixed Interest Rate (Customer-IRR)	% per annum
EMI Scheme		(B) Base Rate Linked Interest Rate	Base Rate Linked Interest Rate Benchmark Base (+)(-) Rate * = __ % p.a
Arrears/Advance			
Advance EMI (Number)		Advance EMI Amount	Rs.
EMI Number		EMI Amount	Rs.
EMI Start Date		EMI End Date	
Instalment Frequency			

⇒ Borrower _____

⇒ Co-Borrower _____

FEES & CHARGES

Valuation Charges	At Actuals	Processing Charges	Rs.
Cheque Bounce Charges		Transaction/Other Fees	Rs. –
Cheque Swapping Charges		Asset Verification Charges	Rs: At Actual
Non-Standard Repayment		Service Charges on PSL	
Within 12 months from the 1st EMI		Loan Reschedulement Charges	Rs.
Within 13 to 24 months from the 1st EMI		Statement Charges (per statement)	Rs.
After 24 months		Late Payment Charges	
Loan Cancellation & Rebooking Charges		NOC Issuance Charges	
Stamp Duty Charges (As per Applicable Laws of the State)	At Actual	Legal/Collections/Repossession and Incidental Charges	At actual
Prepayment Statement		Amart Schedule Charges	



* Subject to revision from time to time at the sole discretion of the Bank and/or pursuant to RBI guidelines

2. Address of the concerned Branch:

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

a. Defaulted Interest Rate: _____

b. Tenure:

c. Repayment:

Disbursement Schedule/Mode:

Disbursement of the Loan shall be made in one lumpsum at the request of the borrower or on the expiry of ___ days from the date of execution of these presents whichever is earlier and subject to the borrower submitting such documents as stipulated by the Bank from time to time.

⇒ Borrower _____

⇒ Co-Borrower _____

↑ Co-Borrower

↑ Borrower

SCHEDULES

Loan Agreement No.		Place of Agreement	
Agreement (DD/MM/YYYY)		Borrowing Purpose (Personal/Commercial Use)	
Borrower Constitution			
Name & Address Of Borrower		Details for Communication to the Borrower/Co-Borrower	
Name & Address Of Co-Borrower			
Equipment Make & Model		Year of Manufacture	
Description of the equipment			

Dealers/Manufacturer/ Seller Name		Dealers/Manufacturer/ Seller Location	
Asset Cost	Rs.	Loan Amount	Rs.
Loan Tenor		(A) Fixed Interest Rate (Customer-IRR)	% per annum
EMI Scheme		(B) Base Rate Linked Interest Rate	Base Rate Linked Interest Rate Benchmark Base (+)(-) Rate * = __ % p.a
Arrears/Advance			
Advance EMI (Number)		Advance EMI Amount	Rs.
EMI Number		EMI Amount	Rs.
EMI Start Date		EMI End Date	
Instalment Frequency			

⇒ Borrower _____

⇒ Co-Borrower _____

FEES & CHARGES

Valuation Charges	At Actuals	Processing Charges	Rs.
Cheque Bounce Charges		Transaction/Other Fees	Rs. –
Cheque Swapping Charges		Asset Verification Charges	Rs: At Actual
Non-Standard Repayment		Service Charges on PSL	
Within 12 months from the 1st EMI		Loan Reschedulement Charges	Rs.
Within 13 to 24 months from the 1st EMI		Statement Charges (per statement)	Rs.
After 24 months		Late Payment Charges	
Loan Cancellation & Rebooking Charges		NOC Issuance Charges	
Stamp Duty Charges (As per Applicable Laws of the State)	At Actual	Legal/Collections/Repossession and Incidental Charges	At actual
Prepayment Statement		Amart Schedule Charges	



* Subject to revision from time to time at the sole discretion of the Bank and/or pursuant to RBI guidelines

2. Address of the concerned Branch:

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

a. Defaulted Interest Rate: _____

b. Tenure:

c. Repayment:

Disbursement Schedule/Mode:

Disbursement of the Loan shall be made in one lumpsum at the request of the borrower or on the expiry of ___ days from the date of execution of these presents whichever is earlier and subject to the borrower submitting such documents as stipulated by the Bank from time to time.

⇒ Borrower _____

⇒ Co-Borrower _____

↑ Co-Borrower

↑ Borrower

Important Instruction:

Dear Customer. Please mention your complete mailing address as stated in the loan application form.

To, Mr./Ms./M/s.: _____
Landmark: _____
City: _____
State: _____
Contact number: _____
Pin code: _____

Dear Customer,

Subject: Healthcare/Educational/Hospitality/Printing Equipment Loan Agreement Copy

Welcome to YES Bank Ltd. Experience our expertise. Thank you for choosing us for your banking needs.

For your reference, please find attached herewith a copy of the Healthcare/Educational/Hospitality/Printing Equipment Loan Agreement and schedule executed by you for the above referred loan,

The Welcome letter cum repayment schedule will be sent to you separately through post.

If you require any further details, please email us on _____

We value your relationship with us and assure you of our best services always.

Best regards,

For YES Bank Ltd.
Authorized Official

Payment Instruction Letter

YES Bank LIMITED

_____ Branch

(On client letterhead Or with Doctor's Address Stamp)

Dear Sir/Madam,

REF: Payment Instruction for Healthcare/Educational/Hospitality/Printing Equipment Loan availed from YES Bank Ltd.

This is to request you to follow the specified payment instruction while disbursing the Healthcare/Educational/Hospitality/Printing Equipment Loan.

1 . Please credit the Dealer Account

Dealer Nam : _____

OR

2. Please issue a (Tick one) Manager's Cheque or DD Payable at _____
favouring _____ (Dealer Name) Address _____

I/We confirm that I/We have booked the Asset(s) with the Dealer mentioned above.

I/We confirm that I/we will be taking delivery of the Asset(s) from the above-mentioned Dealer

I / We confirm that your disbursement of the Loan proceeds to such Dealer in accordance with the instructions given by me / us pursuant to this letter will constitute a disbursement of the Loan proceeds to me/us

I/We confirm that the said dealer is fully authorised to apply the loan amount as deemed appropriate for acquisition of the equipment,

I/We further confirm that you will have no responsibility or obligation whatsoever with respect to, and I/We shall be responsible to repay the Healthcare/Educational/Hospitality/Printing Equipment Loan in full in accordance with its terms regardless of, any delay or non-delivery of the Assets(s); and defect, damage or other problems with the quality of such equipments; or any matter whatsoever arising out of or relating to such equipment or the use or application of the loan proceeds. Further, in case of any cancellation of the purchase of the above equipment, I/We further authorise and instruct the dealer to refund the booking money to you.

I/We authorise you to pay the Dealer, from the charges paid by me/us, any amount that you may consider appropriate for processing the loan application, assisting you in perfecting your security interest in the Asset(s) and otherwise assisting with the Healthcare/Educational/Hospitality/Printing Equipment Loan. . .

I/We will inform you as soon as I/We take delivery of the Equipment.

Yours faithfully,

Mr/Ms./M/s. _____ (Borrower)

(Name)

Mr/Ms/M/s. _____

(Co-Borrower)

Date:

IRREVOCABLE POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME I, _____ Son/daughter/wife of _____ residing at _____ (hereinafter called "the Borrower" which expression shall include my/our/her heirs, executors, administrators, legal representative and permitted assigns) ,

OR

Ms. _____ a company incorporated under the Companies Act 1956, and having its Registered office at _____ (hereinafter referred to as "the Borrower" which expression shall include its successors and permitted assigns)

OR

M/s. _____ a partnership firm having its principal place of business at _____ and constituted by and between Mr./Mrs./Ms, (hereinafter called "the Borrower" which expression shall be deemed to mean and include each partner's heirs, executors, administrators, legal representatives and permitted assigns and where anyone of the partner is a company its successors and permitted assigns):

WHEREAS:

1. YES BANK LTD., a banking company within the meaning of section 5 (c) of the Banking Regulation Act, 1949 having its registered office at 9th Floor, Nehru Centre, Discovery of India, Dr A.B. Road, Worli, Mumbai - 400 018 (hereinafter referred to as "the Bank" which term shall include its successor and assign having one of its branches at _____, (hereinafter referred to as "the Lending Office") at the request of the Borrower and the Guarantor(s) as specified in an Healthcare/Educational/Hospitality/Printing Equipment Loan Agreement, dated, ("the Agreement") has granted/agreed to grant a disburse an amount of Rs. _____ (Rupees _____) as Loan to the Borrower for acquiring _____ Asset(s) more particularly described in the Schedule hereunder written ("the said Asset(s)").
2. Pursuant to the terms and conditions of the Agreement, the Borrower has agreed to hypothecate to and charge in favour of the Bank by way of first and exclusive charge over the said Asset(s) more particularly described hereunder.
3. In consideration of the Bank sanctioning the loan as per the terms and conditions of the Agreement, and to further assure and enable the Bank to carry out the terms and conditions of the Agreement thereof I/We do hereby execute for valuable consideration received, an Irrevocable power of Attorney in favour of the Bank to do the following acts and on behalf of me/us, the Borrower.

NOW KNOW YE ALL AND THESE PRESENTS WITNESS THAT I/We do hereby irrevocably nominate/constitute the Bank acting through any of its officers as my/our true and lawful attorney for me/us on my/our behalf and at my/our cost and risk to do, execute and perform all or any of the following acts, deeds, matters and things that is to say:

1. To execute and complete in favour of the Bank or its nominee any documents which the Bank may require for perfecting its title to or for vesting the said Assets(s) in the Bank or its nominee or any purchaser thereof.
2. To disburse the loan amount for purchase of the said Asset(s) directly to the dealer/seller and obtain a receipt for such payment from the dealer/seller and to disburse the insurance premium, being part of the loan granted by the Bank, if any; directly to the Insurance Company approved by the Bank and obtain a receipt for such payment from such insurance company.
3. To take inspection directly or to engage any Advocate, Chartered Accountant or registered trade practitioner for taking inspection of my/our income tax returns and assessment proceedings, appeal proceedings etc. relating to the current and previous Assessment years, This authority is being given to the Bank to enable the Bank to verify the veracity of various representations made by me/us the undersigned, for seeking loan from the Bank.
4. To obtain, receive, demand or collect any form, booking order, insurance policies or other documents from any

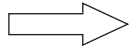
⇒ Borrower _____

⇒ Co-Borrower _____

Authority, manufacturers of the said Asset(s) and/or its dealers,

5. To take possession of the said Asset(s) in case of default and for that purpose enter the premises where the said Asset(s) is installed, as per terms of the Agreement.
6. To transfer, sell or dispose of the said Asset(s) and to sign and execute all or any forms, declarations or instruments as may be necessary or expedient for giving effect to the delivery of the said Asset(s) to the purchaser thereof.
7. To appoint or engage any broker, dealer or auctioneer for effecting any such transfer, sale or disposition of the said Asset(s).
8. To sign, execute necessary forms, documents effecting transfer of the said Asset(s) in favour of the purchaser (if applicable).
9. To receive the consideration of the sale, transfer, disposition or dealing of the said Asset(s) and issue proper receipt or receipts to give a valid and effectual discharge for such consideration.
10. To take delivery, actual possession or custody of the said Asset(s) as and when demanded, by the bank. To appoint or engage any broker or other agent for taking possession or effecting delivery of the said Asset(s).
11. To sign and deliver or otherwise perfect the hypothecation created or to be created on the said Asset(s) and to do all such acts, deeds and things as may be required for exercise of or any the powers hereby conferred.
12. To pay any fees, charges, penalties, imposts, premiums, taxes or other impositions to any Registering Authority, insurance companies or other authorities for the said Assets(s):
13. To act as a facilitator and make the premium payment to any insurance company and/or insure, renew such insurance at my/our costs, charges and expenses which shall be reimbursed by me/us to the Bank.

(Borrower)



(Co-Borrower)



Landlord Waiver Letter

(On Letterhead of Premises Owner when Borrower is in Leased premises)

Date: _____

From: (Owner of the building)

Address: _____

To

Yes Bank Ltd.

Dear Sirs

Re: Installation of _____ by _____ in our premises.

The installation of the above equipment in our premises is with our consent. We recognize that the above equipment is financed through a loan from your organization and that you have a lien on this equipment.

In this context we confirm that you can enter our premises for inspection of the equipment or any other related purpose. We also confirm that in the event you or any of your agents want to take this equipment in your custody and out of our premises on the occurrence of any event of default by _____ or in the context of exercising your rights, we shall unconditionally let you do so and shall co-operate in this process.

This is binding on all our successors, heirs, executors and assigns.

Sincerely yours,

Insurance Undertaking

To,

YES Bank Ltd.,

Dear Sirs,

Ref: LOAN FOR PURCHASE OF/AGAINST THE SECURITY OF EQUIPMENT (PRODUCT)

With reference to the above and my/our Agreement dated _____ submitted to you, I/We give below the details of the Product referred to in the Agreement.

Description of Equipment/Machinery	Make & Model Serial Number	Date of Manufacture Equipment	Brand of Machinery/ disbursed	Dealer/Seller to who the loan is to be

I/We hereby undertake to inform the insurance company of the Product details upon delivery of the Product and to forward a copy of the insurance policy upon receipt of the same from the insurance company;

Keep the Machinery/Equipment comprehensively insured, by renewing the insurance policy each year and also forward the copy of the insurance and receipt of premium paid during the subsequent years.

Thanking you,

Yours truly,

B1

B2

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. Presentment for payment, noting and protest of
this Note is hereby irrevocably and unconditionally waived.

(In case of Individual)

Affix
Revenue
Stamp
of Re. 1

(Signature)
(Name of the Borrower)

Affix
Revenue
Stamp
of Re. 1

(Signature)
(Name of the Borrower)

(In case of Sole Proprietorship Firm)

For _____ (Borrower(s))

For _____ (Co-Borrower(s))

Affix
Revenue
Stamp
of Re. 1

(Name of the Proprietor)

Affix
Revenue
Stamp
of Re. 1

(Name of the Proprietor)

Place: _____ Dated: _____

(In case of Company)

For _____ (Borrower(s))

Affix
Revenue
Stamp
of Re. 1

Name of Authorised Signatory

Place: _____ Dated: _____

(In case of Partnership Firm)

For _____ (Borrower(s))

Affix
Revenue
Stamp
of Re. 1

Name of Authorised Signatory

Place: _____ Dated: _____

(In case of Trust/Society)

For _____ (Borrower(s))

Affix
Revenue
Stamp
of Re. 1

Name of Authorised Signatory

Place: _____ Dated: _____

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

- 1. Equated Monthly Instalments (EMIs) comprising interest and principal: ₹ _____ /- (Rupees _____ Only) each
- 2. Advance EMI: ₹ _____
- 3. Late payment charge to be paid per EMI due per month of delay every month: ₹ _____

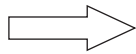
The first EMI shall be paid on or before _____ and subsequent EMIs shall be paid by _____ of each succeeding month and rate of interest may get impacted depending on the date of disbursement and the said rate will be the final rate of interest to the customer.

Notwithstanding anything contained herein above, 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.

- 4. Availability Period: _____

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 HEREIN ABOVE ON THE DAY AND PLACE AFOREMENTIONED.



Signature

Signature

Name of the Borrower(s):

Name of the 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. _____)
 and Mr. _____ and)
 countersigned by Mr. _____ ,)
 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. _____)
 and Mr. _____ and)
 countersigned by Mr. _____ ,)
 authorized signatory.

In case of Partnership Firm

For _____ (Borrower)

For _____ (Co-Borrower)

- 1.
- 2.
- 3.

- 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))

Name of Proprietor

Name of Proprietor

In case of Society/Trust

SIGNED AND DELIVERED by within named Borrower M/s _____ through the hands of its duly authorized signatory Mr. _____, _____ (Designation) in the presence of Mr. _____

SIGNED AND DELIVERED by within named Co-borrower M/s _____ through the hands of its duly authorized signatory Mr. _____, _____ (Designation) in the presence of Mr. _____

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 documents-

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

Signature of Witness

Signature of Person signing in Vernacular language

Declaration for Submission of DC

To,

YES Bank Ltd.

Address

Sir,

Subject: Credit facilities amounting to ₹ _____

In consideration of and as repayment 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 for value not exceeding the loan amount and interest thereon and any other applicable charges.

In addition to the express provisions of the Act as mentioned above authorizing the Bank to complete the said cheques, I/We hereby unconditionally and irrevocably authorize 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 _____ 20__

Annexure

Serial No.	Cheque No.

(In case of Individual)



Signature

Name of the Borrower(s):

(In case 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 ₹ _____ from YES Bank Limited and accordingly a loan of ₹ _____ has been sanctioned to me/us vide your offer letter dated _____.

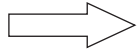
In respect of the above loan, I/We hereby irrevocably authorise you to debit an amount of ₹ _____ (Rupees _____ Only) every month from my Account No. _____ towards the EMI for the Term Loan sanctioned to us.

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

Thanking you,

Yours truly

(In case of Individual)



Signature

Name of the Borrower(s):

(In case of Sole Proprietorship Firm)

For _____

Name of Sole Proprietor:

Sole Proprietor Declaration

To,

YES BANK LIMITED,

Date:

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

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

I, the undersigned, am the sole proprietor of the firm having office at _____.

I shall be solely responsible for the liabilities thereof. I shall advise you in writing of any change that takes 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 notices and until such obligations shall have been liquidated.

I further declare that the proceeds of the above facility sanctioned to us for ₹ _____ 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)

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 ₹ _____ from YES Bank Limited and accordingly a loan of ₹ _____ has been sanctioned to me/us vide your offer letter dated _____.

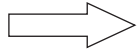
In respect of the above loan, I/We hereby irrevocably authorise you to debit an amount of ₹ _____ (Rupees _____ Only) every month from my Account No. _____ towards the EMI for the Term Loan sanctioned to us.

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

Thanking you,

Yours truly

(In case of Individual)



Signature

Name of the Borrower(s):

(In case of Sole Proprietorship Firm)

For _____

Name of Sole Proprietor:

Sole Proprietor Declaration

To,

YES BANK LIMITED,

Date:

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

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

I, the undersigned, am the sole proprietor of the firm having office at _____.

I shall be solely responsible for the liabilities thereof. I shall advise you in writing of any change that takes 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 notices and until such obligations shall have been liquidated.

I further declare that the proceeds of the above facility sanctioned to us for ₹ _____ 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)

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 ₹ _____ from YES Bank Limited and accordingly a loan of ₹ _____ has been sanctioned to me/us vide your offer letter dated _____.

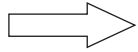
In respect of the above loan, I/We hereby irrevocably authorise you to debit an amount of ₹ _____ (Rupees _____ Only) every month from my Account No. _____ towards the EMI for the Term Loan sanctioned to us.

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

Thanking you,

Yours truly

(In case of Individual)



Signature

Name of the Borrower(s):

(In case of Sole Proprietorship Firm)

For _____

Name of Sole Proprietor:

Sole Proprietor Declaration

To,

YES BANK LIMITED,

Date:

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

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

I, the undersigned, am the sole proprietor of the firm having office at _____.

I shall be solely responsible for the liabilities thereof. I shall advise you in writing of any change that takes 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 notices and until such obligations shall have been liquidated.

I further declare that the proceeds of the above facility sanctioned to us for ₹ _____ 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)

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)

I _____ CUSTOMER DETAILS

Name of Applicant																				
Name of Co-Applicant																				
Application Number																				
(Please attach an original cancelled cheque leaf for this bank account)																				
PARTICULARS OF BANK ACCOUNT																				
Account holder/s Name as in Bank Account (All Account holders)																				
Bank Name																				
Branch Name																				
Bank City																				
Account Number																				
Account Type	Savings <input type="checkbox"/>	Current <input type="checkbox"/>	Cash Credit <input type="checkbox"/>	Overdraft <input type="checkbox"/>																
9 Digit MICR Code					ECS w.e.f. _____ and monthly thereafter															
EMI Amount					Tenor _____															

DECLARATION AND SIGNATURE/S

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

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

Date: _____

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

FOR OFFICE USE ONLY

Loan Agreement Number																	
Fresh <input type="checkbox"/>	Swap <input type="checkbox"/>	In case of Swap - previous Mode															

For Use by Customer/Account Holder's Bank

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

Bank Stamp:	Signature of Authorized Official of the Bank:
Name:	Branch:
Designation:	Date:

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)

I _____ CUSTOMER DETAILS

Name of Applicant	<input type="text"/>
Name of Co-Applicant	<input type="text"/>
Application Number	<input type="text"/>

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

PARTICULARS OF BANK ACCOUNT

Account holder/s Name as in Bank Account (All Account holders)	<input type="text"/>
	<input type="text"/>
	<input type="text"/>

Bank Name	<input type="text"/>
	<input type="text"/>

Branch Name	<input type="text"/>
	<input type="text"/>

Bank City	<input type="text"/>
	<input type="text"/>

Account Number	<input type="text"/>
Account Type	Savings <input type="checkbox"/> Current <input type="checkbox"/> Cash Credit <input type="checkbox"/> Overdraft <input type="checkbox"/>

9 Digit MICR Code	<input type="text"/>	ECS w.e.f. _____ and monthly thereafter
EMI Amount	_____	Tenor _____

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	<input type="text"/>	Second Account Holder	<input type="text"/>
Third Account Holder	<input type="text"/>	Fourth Account Holder	<input type="text"/>

Date:

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

FOR OFFICE USE ONLY

Loan Agreement Number	<input type="text"/>
Fresh <input type="checkbox"/>	Swap <input type="checkbox"/> In case of Swap - previous Mode <input type="text"/>

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 Authorized Official of the Bank:
Name:	Branch:
Designation:	Date:

**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)

I _____ **CUSTOMER DETAILS**

Name of Applicant	
Name of Co-Applicant	
Application Number	

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

PARTICULARS OF BANK ACCOUNT

Account holder/s Name as in Bank Account (All Account holders)	

Bank Name	

Branch Name	

Bank City	

Account Number	
Account Type	Savings <input type="checkbox"/> Current <input type="checkbox"/> Cash Credit <input type="checkbox"/> Overdraft <input type="checkbox"/>

9 Digit MICR Code		ECS w.e.f. _____ and monthly thereafter
EMI Amount	_____	Tenor _____

DECLARATION AND SIGNATURE/S

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

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

Date:

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

FOR OFFICE USE ONLY

Loan Agreement Number	
Fresh <input type="checkbox"/>	Swap <input type="checkbox"/> In case of Swap - previous Mode <input type="checkbox"/>

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 Authorized Official of the Bank:
Name:	Branch:
Designation:	Date:

LETTER OF CONTINUITY FOR DEMAND PROMISSORY NOTE

To,
YES BANK LTD.

_____ Branch

(Address)

Dear Sirs,

I/We refer to the Demand Promissory Note for ₹ _____ (Rupees _____ only) dated _____ duly signed and delivered by me/us to you, as security for the repayment of amounts due under _____ facility granted to me/us, at present outstanding as also for the repayment of any further amount, which I/We may avail hereafter from you. I/ We hereby agree, confirm and undertake that:

- the said Demand Promissory Note shall operate as a continuing security to you to be enforceable for the repayment of the ultimate balance or all sums remaining unpaid under the said facility now or hereafter; and
- I/We are to remain liable on the said Demand Promissory Note notwithstanding the fact that by payment made into the account of the from time to time, the said may from time to time be reduced or extinguished or even that the balance of the said account/s may be at credit.

I/We hereby agree as a pre-condition of the Credit facility given to me/us by the Bank that in case I/We commit default in the repayment of the amounts due under the aforesaid facility or in the repayment of interest thereon or any of the agreed instalment of the loan on due date/s, the Bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish my/our name or the name of our company/firm/unit and its directors/partners/proprietors as defaulters in such manner and through such medium as the bank or Reserve Bank of India in their absolute discretion may think fit.

I/We understand that as a pre-condition, relating to grant of the _____ Credit facility to me/us, YES Bank, requires my/our consent for the disclosure by the Bank of, information and data relating to me/us, of the credit facility availed of/to be availed, by me/us, obligations assumed/to be assumed, by me/us, in relation thereto and default, if any, committed by me/us, in discharge thereof.

Accordingly, I/we hereby irrevocably and unconditionally agree and give consent for the disclosure by YES Bank of all or any such;

- a. Information and data relating to me/us;
- b. The information or data relating to any credit facility availed of/to be availed, by me/us and
- c. Default, if any, committed by me/us, in discharge of my/our such obligation, as YES Bank Ltd. may deem appropriate and necessary to disclose and furnish to the Credit Information Bureau (India) Limited and any other agency authorised in this behalf by RBI.

I/We declare that the information and data furnished by me/us to YES Bank Ltd. is true and correct.

Borrower _____

Co-Borrower _____

I/We undertake that

- a. the Credit Information Bureau (India) Limited and any other agency so authorised may use, process the said information and data disclosed by YES Bank Ltd. in the manner as deemed fit by them; and
- b. the Credit Information Bureau (India) Limited and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

Place _____, Dated this _____, Day of _____

Yours faithfully,

.....
(In case of Partnership Firm)

For _____ (Name of the Partnership Firm)

)

)

)

(Partners)

.....
(In case of a Company)

The Common Seal of _____ Ltd. has been affixed (hereunto pursuant to the Resolution of the Board of Directors) dated _____ in the presence of :

1)

2)

the Director/s and/or the _____, who have in token thereof, subscribed their signature hereto.

.....
(In case of Prop. Concern)

For _____ (Name of the Prop. Concern)

)

)

)

(Proprietor)

CONSENT LETTER ON ANNUAL MAINTENANCE CONTRACT

I (Borrower)shall maintain the Hypothecated Equipment with Yes Bank Ltd. in good order and condition, serviced and worn out parts replaced. I also covenants that necessary Annual Maintenance Contract will be availed for the below-mentioned hypothecated equipment/s post expiry of the warranty period if any for the below mentioned equipments.

Description of Equipment/Machinery	Make & Model	Date of Manufacture	Manufacturer	Loan Tenor

B1 _____

B2 _____

Service Enterprises

A) : Medium Service Enterprises

Definition : Enterprises engaged in providing/rendering of services and whose investment in equipment (Original cost excluding land & building and furniture & fixtures) does not exceed INR 5 Cr.

Category : Medium Service Enterprises

Date :

Applicant's Name :

Location :

Loan applied for : INR

Sub : Declaration

I/We hereby declare that I am/we are running a small business enterprise, providing services.

I/We also declare that the cost of equipment acquired by us for running our business is less than INR 5 Cr.

I/We also hereby declare/confirm that the _____ purchased/to be purchased by me or the aforesaid loan shall be used by me/us solely for the purpose of business

I/We understand that the above declaration is required for reporting of borrower category to the Reserve Bank of India.

Thank You,

Yours truly,

Signature:

Name:

B) : Small Service Enterprises

Definition : Enterprises engaged in providing/rendering of services and whose investment in equipment (Original cost excluding land & building and furniture & fixtures) does not exceed INR 2 Cr.

Category : Small Service Enterprises

Date :

Applicant's Name :

Location :

Loan applied for : INR

Sub : Declaration

I/We hereby declare that I am/we are running a small business enterprise, providing services.

I/We also declare that the cost of equipment acquired by us for running our business is less than INR 2 Cr.

I/We also hereby declare/confirm that the _____ purchased/to be purchased by me or the aforesaid loan shall be used by me/us solely for the purpose of business

I/We understand that the above declaration is required for reporting of borrower category to the Reserve Bank of India.

Thank You,

Yours truly,

Signature:

Name:

C) : Micro Service Enterprises (Investment in Equipments does not exceed INR 10 Lakh).

Definition : Enterprises engaged in providing/rendering of services and whose investment in equipment (Original cost excluding land & building and furniture & fixtures) does not exceed INR 10 lakhs.

Category : Micro Service Enterprises (Investment in Equipments does not exceed INR 10 lakhs).

Date :

Applicant's Name :

Location :

Loan applied for : INR

Sub : Declaration

I/We hereby declare that I am/we are running a small business enterprise, providing services.

I/We also hereby declare/confirm that the _____ purchased/to be purchased by me or the aforesaid loan shall be used by me/us solely for the purpose of business.

I/We also declare that the cost of equipment acquired by us for running our business is less than Rs 10 lakhs.

I/We understand that the above declaration is required for reporting of borrower category to the Reserve Bank of India.

Thank You,

Yours truly,

Signature:

Name:

D) Mini Service Enterprises (Investment in Equipments does not exceed INR 4 lakh).

Definition : Enterprises engaged in providing/rendering of services and whose investment in equipment (Original cost excluding land & building and furniture & fixtures) does not exceed INR 4 lakhs.

Category : Mini Service Enterprises (Investment in Equipments does not exceed INR 4 lakhs).

Date :

Applicant's Name :

Location :

Loan applied for : INR

Sub : Declaration

I/We hereby declare that I am/we are running a small business enterprise, providing services.

I/We also hereby declare/confirm that the _____ purchased/to be purchased by me or the aforesaid loan shall be used by me/us solely for the purpose of business.

I/We also declare that the cost of equipment acquired by us for running our business is less than INR 4 lakhs.

I/We understand that the above declaration is required for reporting of borrower category to the Reserve Bank of India.

Thank You,

Yours truly,

Signature:

Name:

Documents Checklist: Service Enterprises

All the followings:

Doctor/Professionals:

- a) Audited Financial Docs OR CA certificate confirming equipment cost wherein Equipment cost does not exceed INR _____.
- b) Certificate to confirm the nature of business like Degree Certificate issued by the relevant authority in case of self-employed professionals and individuals.
- c) CPV confirming with the Profile.
- d) Declaration signed by the customer (attached format).

Small Business:

- a) Audited Financial Docs or CA certificate confirming equipment cost wherein Equipment cost does not exceed INR _____.
- b) Certificate to confirm the nature of business like Certificate issued by the relevant authority.
- c) CPV confirming with the profile.
- d) Declaration signed by the customer (attached format).

Other Service Enterprises:

- a) Audited Financial Docs OR CA certificate confirming equipment cost wherein Equipment cost does not exceed INR _____.
- b) Certificate to confirm the nature of business like Certificate issued by the relevant authority.
- c) CPV confirming with the profile.
- d) Declaration signed by the customer (attached format).



Registered and Corporate Office: Nehru Centre, 9th Floor, Discovery of India, Worli, Mumbai 400 018, India. tel: +91 (22) 6669 9000 Fax: +91 (22) 6669 9010.
Northern Regional Corporate Office: 48, Nyaya Marg, Chanakyapuri, New Delhi 110021, India. Tel: +91 (11) 6656 9000 Fax: +91 (11) 4168 0144.
Website: www.yesbank.in