



Product	<input type="checkbox"/> HOME LOAN <input type="checkbox"/> SBL
Name of the Applicant	
APS ID/Loan Account No	
Amount Sanctioned	
Rate of Interest	
Tenure	
EMI	
Location	

Bank copy

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## LOAN AGREEMENT

THIS AGREEMENT is made at the place and on the date specified in Schedule I between YES BANK Limited, a banking company within the meaning of the Banking Regulation Act 1949, having its Registered Office at 9th Floor, Discovery of India, Nehru Centre, Dr. Annie Besant Road, Worli, Mumbai 400 018 and its concerned branch office at the address stated in the Schedule I (hereinafter referred to as the "Bank", which expression shall, unless it be repugnant to the meaning or context thereof, mean and include its successors, transferees, novatees and assigns) of the FIRST PART;

AND

The person(s) named in Schedule I (hereinafter referred to as "the Borrower", which expression shall unless repugnant to the context or meaning thereof deemed to include, in case of a Company include its successors and permitted assigns; in case of a Partnership Firm include partners for the time being and the survivor or survivors of them and their respective heirs, administrators, legal representatives and permitted assigns; in case of a Proprietorship Concern his/her heirs, administrators, legal representatives and permitted assigns; in case of a Hindu Undivided Family shall include the Karta and any or each of the members of the HUF and the survivor(s) of them and his/her/their respective heirs, legal representatives, executors, administrators and permitted assigns; in case of Individuals include his/her heirs, administrators, legal representatives and permitted assigns; in case of a Trust shall include its successors and permitted assigns; in case of a Society include its successors and permitted assigns; in case of a Limited Liability Partnership the partners for the time being in the firm and the survivor or survivors of them and their respective heirs, administrators, legal representatives and permitted assigns and in case of Joint Ventures, successors and permitted assigns) of the SECOND PART.

WHEREAS

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

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

### 1. Definitions and Interpretation

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

"Additional Interest" shall mean the interest rate as mentioned in the Schedule II and which shall be levied on non-compliance of any of the terms of the Transaction Documents.

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

"Business Day" shall mean a day on which the lending office of the Bank is open for business and excludes Sundays and public holidays as defined under the Negotiable Instrument Act, 1881.

"Charges" means the charges levied by the Bank and as specified in the Schedule II hereof.

"Default Interest Rate" means the rate at which the Bank shall compute and apply interest on all amounts not paid when due for payment or reimbursement by the Borrower(s) to the Bank during the subsistence of this Agreement;. The Default Interest Rate as of the date of this Agreement is as stated in the Schedule II.

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

"Events of Default" shall have the meaning ascribed to it in sub-clause 10.1 hereof.

"Interest Rate" shall mean the fixed/floating/semi-fixed interest rate mentioned in Schedule I hereof payable by the Borrower to the Bank, which the Bank shall compute and apply interest on the Loan, during the subsistence of this Agreement.

"Increased Costs" shall mean (i) an additional or increased cost; (ii) a reduction in the rate of return from the Loan or on the Bank's overall capital (including, without limitation, as a result of any reduction in the rate of return on capital brought about by more capital being required to be allocated by the Bank or one of its affiliates); or (iii) a reduction of an amount due and payable under this Agreement.

"Loan" means the rupee loan granted /agreed to be granted by the Bank to the Borrower(s) not exceeding in the aggregate the amounts specified in the Schedule I and shall, unless it be repugnant to the subject or context thereof, include all dues outstanding there under including all interests, fees, commissions, costs, charges, expenses and all other amounts due /payable in accordance with this Agreement.

"Loan Tenor" shall mean the tenure of the Loan as specified in the Schedule I hereof.

"MCLR" shall mean Marginal Cost of Funds based Lending Rate as determined by the Bank from time to time and announced/notified by the Bank from time to time during the subsistence of this Agreement.

"MCLR Tenure/Reset Frequency" shall be as specified in the Schedule I hereof.

"Material Adverse Change" shall mean the occurrence of a material and adverse change (i) in the condition, financial or otherwise, prospect or operations of the Borrower or any of its subsidiaries or affiliates, present or future, or (ii) which may, in the sole opinion of the Bank adversely affect the capacity of the Borrower to repay the Loan.

"Moratorium" shall mean the period as agreed upon between the Bank and the Borrower as mentioned in the Schedule I and in para 4.21 during which the Borrower is required to service only the interest portion on the Loan.

"Obligor(s)" shall mean the Borrower and the Persons who have created Security in favor of the Bank/ Person acting on behalf of the Bank.

"PDC" shall mean the post dated cheques to be submitted by the Borrower to the Bank towards repayment of installments.

"Person" shall unless specifically provided otherwise, mean to include an individual, statutory corporation, body corporate, partnership, joint venture, association of persons, Hindu Undivided Family (HUF), societies (*including co-operative societies*), trust, unincorporated organisation, government (*central, state or otherwise*), sovereign state, or any agency, department, authority or political subdivision thereof, international organisation, agency or authority (*in each case, whether or not having separate legal personality*) and shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being.

"Pre-EMI" means and includes the interest payable on the disbursed amount under the Loan prior to commencement of regular EMI and as specified in the Schedule I hereof.

"Prepayment" means premature repayment of the whole or part of the Loan by the Borrower(s) ahead of the repayment tenor specified in the Schedule I.

"Property" means property offered as security for due repayment / payment of the Loan together with all interest, other costs, charges and other monies under this Agreement, more specifically defined in the Schedule I.

"Purpose of Loan" means that the purpose for which the Loan has been availed of by the Borrower(s) and which is more particularly detailed in the Schedule I.

"RBI" shall mean the Reserve Bank of India.

"Repayment Date" shall mean the date on which the principal and/or interest is due for payment and as specified in the Schedule I hereof.

"Schedules" includes Schedule for relevant facility as attached to this Agreement from time to time and which forms an integral part of this Agreement and any reference to the Agreement shall include the Schedules also.

"Security" shall have the meaning ascribed to it in clause 8 hereof.

"Spread" shall mean the the mark up over and above the MCLR for computing the effective rate of interest being charged to the Borrower and the same shall be the percentage as mentioned in the Schedule I hereof.

"Standing Instructions" shall have the meaning ascribed to it in sub-clause 6.6 hereof.

"Transaction Documents" include this Agreement, Schedules, security documents, the Facility Letter and all other agreements, instruments, undertakings, indentures, deeds, writings, guarantees, letters of comfort and other documents (whether financing, security or otherwise) executed or entered into, or to be executed or entered into, by the Borrower or as the case may be, any other Person, in relation, or pertaining, to the transactions contemplated by, or under this Agreement and/or the other Transaction Document, and each such Transaction Document as amended from time to time.

## 1.2 In this Agreement:

- a) singular shall include plural and the masculine gender, the feminine or neuter gender;
- b) reference to an "amendment" includes a supplement, modification, amendment, novation, accession, replacement or re- enactment and "amended" is to be construed accordingly;
- c) a reference to "authorisation" or "consent" or "approval" or "permission" includes a clearance, resolution, licence, exemption, filing, registration, authorisation, consent, approval, permission;
- d) references to the word "includes" or "including" are to be construed without limitation;
- e) any expressions not defined herein, if defined within the General Clauses Act, 1897, shall carry the same meaning as assigned to it under such Act;
- f) the words "other", "or otherwise" and "whatsoever" shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;

- g) All schedules and annexures to this Agreement shall form an integral part of this Agreement and reference to this Agreement includes reference thereto;
- h) headings are for convenience only and shall not affect interpretation except to the extent that the context otherwise requires;
- i) any reference to Article, Clause, sub-clause or Schedule shall be deemed to be a reference to an Article, Clause or Schedule of this Agreement;
- j) any reference to a consent, approval, determination, waiver or finding to be given or made by the Bank shall mean their prior written consent, approval, determination, waiver or finding;
- k) any reference to any enactment or statutory provision is a reference to it as it may have been, or may from time to time, be amended, modified, consolidated or re-enacted;
- l) all capitalized terms used but not specifically defined herein shall have the respective meanings ascribed to them under the Schedule; (b) all capitalised terms used but not specifically defined in a Schedule shall have the respective meanings ascribed to them in the main body of this Agreement or in the Schedule;
- m) in case of inconsistency between any provision of this Agreement and the Facility Letter, to the extent of such inconsistency provisions of this Agreement shall prevail;
- n) any determination with respect to the materiality or reasonability of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise shall be made by the Bank, at its sole discretion;
- o) in case of any inconsistency between any provision of this Agreement and Schedule of this Agreement, efforts shall be made for a harmonious interpretation of the terms to foster the interests of the Bank, and the decision of the Bank in this regard shall be final and binding on the Borrower;
- p) all references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time.

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

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

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

## 3. Mode of Disbursement and Drawal

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

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

3.3 The aforesaid drawals shall be utilised by the Borrower exclusively for the Purpose of Loan.

## 4. Interests, Fees and Costs

4.1 The Borrower shall be liable to pay to the Bank interest on the amounts due under the Loan at the Interest Rate prevailing on the date of first Drawdown and such rate shall be applicable to all Drawdown(s) till next MCLR Reset Date (hereunder defined), and on MCLR Reset Dates, the Interest Rate on all outstanding Loan shall be reset to the Interest Rate prevailing on such MCLR Reset Date.

4.2 For any subsequent Drawdown(s) after the MCLR Reset Date, the Borrower shall be liable to pay to the Bank interest on the amount due under the Loan at the Interest Rate prevailing on such MCLR Reset Date and such rate shall be applicable to all Drawdown(s) till subsequent MCLR Reset Date and on such subsequent MCLR Reset Date, the Interest Rate on all outstanding Loan shall be reset to the Interest Rate prevailing on such subsequent MCLR Reset Date. The interest shall be paid by the Borrower on the Repayment Dates.

For the purpose of above clause "MCLR Reset Date" shall mean:-

- a) In case of 1MMCLR - 1st day of each calendar month;



- b) In case of 3M MCLR - 1st day of the month falling after three calendar months (including the month in which drawdown has been made) from the date of relevant Drawdown and every 3 months thereafter;
- c) In case of 6M MCLR - 1st day of the month falling after six calendar months (including the month in which drawdown has been made) from the date of relevant Drawdown and every 6 months thereafter; and
- d) In case of 1Y MCLR - 1st day of the month falling after twelve calendar months (including the month in which drawdown has been made) from the date of relevant Drawdown and every 12 months thereafter

4.3 Notwithstanding anything contained hereinabove the Bank shall also be entitled (but not obligated) to reset the Spread on the MCLR Reset Date, MCLR and MCLR Reset Date on first day of every subsequent month/quarter/half year/one year or at such frequency as the Bank deems fit.

4.4 The Bank shall also have the right to reset the Spread and MCLR Reset Date consequent to any change in the MCLR. Further, the Bank shall have the right to reset the MCLR, MCLR Reset Date as well as the Spread upon occurrence of any of the following

- a) RBI revising the standard provisioning requirements for banking assets; or
- b) RBI enhancing the risk weightage norms for banking assets; or
- c) RBI changing the norms for classification of banking assets; or
- d) downward revision in the credit rating of the Borrower and/or third party security provider by a Credit Rating Agency and /or internal ratings;
- e) occurrence of an event of default or potential event of default; or
- f) Bank's internal reviews and/or changes in externally prevailing directives of regulatory authorities; or
- g) RBI changing the methodology for computation of MCLR from time to time.

4.5 Upon reset of the Spread in terms of clause (c) and (d) as above, the Bank shall notify to the Borrower of such reset and revised Interest Rate and the Borrower shall, from the reset date, pay to the Bank interest on the Loan at the revised Interest Rate.

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

4.7 The Borrower(s) agrees and acknowledges that the disbursement of the Loan shall be subject to payment of processing charges and other charges including but not limited to interest tax, stamp duty, costs and such other charges as mentioned in the Schedule II, which the Borrower(s) shall reimburse to the Bank in addition to the Loan and the interest accrued thereon. The Borrower(s) agree(s) that the Bank shall, at its sole discretion, have the right to collect the processing charges as stated in the Schedule I.

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

- a) interest, tax and other levies as maybe applicable from time to time
- b) the cost of stamp duty on this Agreement, document creating security and any other documents executed pursuant hereto,
- c) legal fees as stipulated in the Schedule II;
- d) the costs and expenses involved or incurred by the Bank in the recovery of the Loan and enforcement of security if the Loan or any part thereof, when due is not paid by the Borrower(s); and
- e) the costs and expenses incurred for investigation of the title of the Property and for the preparation, execution, preservation, performance, enforcement and realization of the Loan, security documents and other instruments creating and/or evidencing the creation of the Security for the Bank;
- f) costs, charges and expenses of consultants engaged in relation to the Loan.

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

4.10 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 as may be decided by the Bank for every such installment collected shall be levied to the Borrower(s) by the Bank.

4.11 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 II for every such replacement.

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

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

4.14 All interest (including Default Interest Rate and Additional Interest) and all other charges, including any interest on costs, charges, expenses shall accrue and be computed daily on the basis of 360 days' year and the actual number of days elapsed.

4.15 The interest on Borrower's Loan shall be computed on the daily outstanding balance under the Loan at the rates specified and will be charged

to the respective Loan Account, unless specified otherwise, on a monthly basis (and in case of closure of individual facility account on the day of such closure) and payable by the Borrower.

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

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

4.18 In the event the Borrower fails to comply with any of the conditions in terms of this Agreement and/or any other Transaction Document, including but not limited to creation and perfection of the Security, the Bank reserves the right to charge Additional Interest at such rate as specified in Schedule II hereof or as may be revised from time to time by the Bank and communicated to the Borrower.

4.19 All payments by the Borrower under any Transaction Document shall be made free and clear of and without any deduction of tax or levy, except to the extent that the Borrower is required by law to make payment subject to any tax deduction at source under the applicable law. Provided that, all taxes required by law to be deducted by the Borrower from any amounts paid or payable under this Agreement and/or the other Transaction Documents including but not limited to interest, discount, service and other charges, fees etc, shall be paid by the Borrower and the Borrower shall, within the statutory time frame prescribed under the law or 7 Business Days of the payment being made, whichever is earlier, deliver to the Bank satisfactory evidence in accordance with the prevailing tax laws as may be amended from time to time, that the tax has been deducted at source and duly remitted to the appropriate authority.

4.20 The Borrower agrees to pay to the Bank the amount of any Increased Cost incurred by the Bank as a result of:

- a) the introduction of, or any change in, or any change in the interpretation, administration or application of, any law or regulation; or
- b) compliance with any law or regulation made effective after the date of the Facility Letter.

The terms "law" and "regulation" in this clause shall include, without limitation, any law or regulation, circular or notification concerning capital adequacy, prudential limits, liquidity, reserve assets or tax.

Provided that the Borrower need not make any payment for an Increased Cost to the extent that the Increased Cost is:

- i) compensated for under another clause in this Agreement or would have been but for an exception to that clause; or
- ii) attributable to the Bank willfully failing to comply with any law or regulation.

4.21 The Borrower shall continue to pay only the interest portion on the Loan till the time Loan is fully disbursed or EMI is commenced on the Loan or till the expiry of the Moratorium period as mentioned in the Schedule I or the Facility letter as the case may be. In case the Loan remains partly disbursed even after expiry of the Moratorium period, the Bank shall have the right (but not the obligation) to commence the EMI on the Loan.

## 5. Conditions Precedent to Disbursement of Loan

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

- a. The Borrower shall have complied with disbursement conditions stipulated in the Facility Letter and shall have provided all documents and satisfied all conditions stated therein;
- b. The Borrower shall have satisfied the Bank that no Event of Default and no potential Event of Default have occurred and is continuing under any document/ agreement entered between the Borrower and the Bank for availing the Loan;
- c. The Borrower shall have satisfied the Bank that no event has happened which, in the opinion of the Bank, would result in a Material Adverse Change;
- d. All the Transaction Documents as applicable shall have been executed and have become fully effective in accordance with their respective terms;

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

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

- a) No Event of Default or any event which with the giving of a notice or by lapse of time unless cured prior to such lapse of time or giving of notice, would constitute an Event of Default shall have occurred.
- b) The Borrower(s) shall have produced written evidence of the utilization of prior disbursements and also in respect of proposed disbursements.
- c) The Borrower(s) shall have produced his/ her periodic financial statements, and
- d) The Borrower(s) shall have produced all other documents or writings as may be required by the Bank at its sole discretion.

5.3 The Borrower further acknowledges and confirms that: the disbursement of the Loan is solely at the discretion of the Bank and may depend on various factors including but not limited to drawings beyond the limit specified in the Schedule I, honouring cheques issued for other than the Purpose, classification of the Borrower(s)'s account as a non-performing asset or on account of non-compliance with the terms of sanction. The Bank does not have an obligation to meet further requirements of the Borrower(s) on account of growth in business etc. without proper review of

credit limit.

## 6. Repayment/Prepayment

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

- (1) at the Branch (or at any branch of Bank or at any other place as maybe notified by the Bank);
- (2) by way of EMI/Installment as mentioned in the Schedule I 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 The EMI amount shall be arrived at so as to comprise repayment of principal and payment of interest calculated on the basis of the interest rate, periodicity of compounding, periodicity of repayment, periodicity of effecting credits in the account so as to aim repayment of the entire liability under the Loan at the end of the Loan Tenor and the Borrower(s) agree(s) to continue paying EMIs until all amounts due under the Loan have been repaid in full to the Bank.

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

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

6.5 In case the Borrower(s) does not have an account with the Bank, the Borrower(s) shall provide to the Bank, such number and amount of PDCs, drawn in the name of the Bank, as the Bank may intimate to the Borrower(s) while providing the Loan. The Borrower(s) agrees that in the event any PDCs are lost, stolen, mutilated or destroyed or become unencashable due to any other reason whatsoever, the Borrower(s) shall replace such PDCs by handing over fresh PDCs to the Bank. The unutilized PDCs and any other additional cheque(s) received by the Bank in relation to the loan account shall be destroyed by the Bank post expiry of 30 (thirty) days from the date of closure of the loan account. However, if the Borrower, within the aforesaid period of 30 (thirty) days makes a written request to the Bank for the return of the unutilized PDCs/cheques, the Bank shall cancel and return the said PDCs/cheques to the Borrower.

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

6.7 No notice, reminder or intimation will be given to the Borrower(s) regarding his/ her obligation to pay the EMI/Installment 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/Installment 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 II, besides constituting a default, thereby making all sums under this Agreement due and payable to the Bank forthwith.

6.8 Prepayment of the Loan by the Borrower in full or in part, shall be subject to such terms and conditions as mentioned in the Schedule II hereto. In case of part prepayment by the Borrower, the Borrower shall have the option to change the EMI or the tenure of the Loan. If the Borrower does not request for either of the options, the Bank shall have the right to change the EMI or the tenure of the Loan at its own discretion.

## 7. Bank's Rights

7.1 The Bank shall:

- a) have the sole right at anytime during the tenor of this Agreement to cancel/recall the entire or part of the Loan without assigning any reason thereto and without notice to the Borrower in the event it is unwilling to continue the Loan on account of regulatory or other reasons. On recall of the Loan, the loan amount along with all interest due and payable thereon and all liabilities and other obligations of the Borrower thereunder including interest, and other charges shall become due and payable by the Borrower immediately;
- 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 and Additional Interest), any other charges or fees, periodicity of compounding of interest, method of effecting credit of the repayments, without assigning any reason and notify such change/ revision/ amendment to the Borrower(s). The Borrower(s) will be bound by such change/ revision upon being notified of the same and the Borrower(s) agree(s) that such revision/ change/ amendment shall become applicable from date of such revision in the records of the Bank;
- c) have the right to inspect the Property and books of accounts and other records maintained by the Borrower(s);
- d) at the risk and cost of the Borrower(s) engage(s) one or more person(s) to collect the Borrower(s)'s out standings 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 to require the Borrower(s), in the event of the Borrower(s) opting to resign or retire from his current employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever, to instruct his/ her employer to remit the entire dues or termination benefits (including compensation) becoming payable by the Borrower(s) from his/her employer on account of his/ her such cessation of employment and to receive and appropriate the same towards the Borrower(s)'s liability under the Loan;

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

## 8. Security

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

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

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

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

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

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

- a) it/they are not prohibited by law from availing of the Loan and are in and shall at all times continue to remain in compliance with all the applicable laws, rules and regulation in every respect;
- b) The person(s) executing this Agreement, Transaction Documents 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, Transaction Documents and all documents and writings. All consents required by the Borrower(s) for the execution and performance of this Agreement and Transaction Documents have been duly obtained;
- c) the information provided in the application for the Loan and as contained herein is complete and true in all respects;
- d) there are no threatened or pending claims, demands, litigation or liquidation proceedings against the Borrower(s) or the Property or which is likely to have a materially adverse effect on the Bank to hold or enforce the Security;
- e) the Borrower (s) is a major, who is competent to enter into a contract and is of sound mind;
- f) the Borrower(s) shall utilize the Loan for the Purpose and for no other purpose whatsoever;
- g) the Borrower(s) shall not use the Loan (or any part thereof) for any improper/ illegal/ unlawful/ speculative/ capital market related activities;
- h) the Borrower(s) shall at all times maintain sufficient balance in the Loan Account or such other account of the Borrower as is notified to the Bank to ensure payment of each EMI;
- i) any dispute about interest computation shall not entitle the Borrower(s) to withhold payment of an EMI;
- j) the Borrower(s) shall provide to the Bank such other information and documents concerning his/her employment, profession, business or utilization of Loan as the Bank may require from time to time;
- k) the Borrower(s) shall, within 7 (seven) days of the event, inform the Bank of any likely change in his/ her employment and/or residential/ office address/ residential or office landline telephone number, mobile phone number / E-mail ID;
- l) the Borrower(s) shall not, during the tenure of this Agreement, as long as any monies under this Agreement and such other documents in relation hereto are due, avail of or obtain any further loan or facility for the Purpose on the security of the Property mortgaged to the Bank without the prior written consent of the Bank;
- m) the Borrower(s) shall ensure that none of the payment instructions issued are returned dishonoured for any reason whatsoever and agrees and acknowledges that in such an event cheque dishonour charges will be payable by the Borrower(s) to the Bank as specified in the Schedule II;
- n) the EDI given to the Bank by the Borrower(s) pursuant to this Agreement:
  - i) shall not be changed, modified or countermanded without prior written permission of the Bank,
  - ii) if not acted upon by the Bank in which the account is maintained for whatever reason, then without prejudice to the rights of the Bank to

recall the entire amount outstanding under the Loan, the Borrower(s) shall issue such revised instructions as maybe necessary to ensure payment to the Bank in terms of this Agreement and/ or to issue and deliver PDCs for the balance outstanding under the Loan as per Schedule I;

- o) the Borrower(s) shall not
  - i) close the bank account/s from which the PDCs or any other cheques have been issued/EDI has been given without the consent of the Bank;
  - ii) issue any communication to the Bank for stopping or postponing the presentment of the said PDC/EDI;
- p) the Borrower(s) shall maintain, operate and fund the Loan Account, if any, till the whole of the Loan Amount, together with interest and charges thereon, is received in full by the Bank;
- q) the Property will be maintained in good order and condition and all necessary repairs, additions and improvements thereto will be made during the currency of the loan and the Borrower(s) will ensure that the value of the Property will not diminish;
- r) the Borrower(s) shall duly and punctually comply with all the terms and conditions of holding the Property and all laws in respect thereof including all applicable rules, regulations and bye-laws applicable to the Property and pay such charges for the upkeep of the Property as also other dues, etc. as may be payable in respect of the Property and/or use thereof;
- s) the Borrower declares that the Property is/shall be constructed as per the layout plan approved by competent authorities as per the applicable laws. Further no construction would be made which violates such terms of the sanction.
- t) the Borrower(s) has absolute, clear and marketable title to the Property and that the Property is absolutely unencumbered and is free from any liability whatsoever;
- u) the Borrower(s) shall forthwith intimate the Bank upon receipt of any legal or regulatory notices including but not limited for attachment or requisition of the Property or cancellation of sanctioned plan;
- v) the Borrower(s) shall at all times during the currency of the Loan, at its own cost, keep the Property fully insured against such risks and for such amounts and for such period and forms as the Bank may require, in the name of the Bank or with the Bank being marked as a loss payee or the policy being assigned to the Bank or the interest of the Bank being recognized on such policy in such manner as may be required by the Bank, with such insurance company or companies of repute to be approved by the Bank in writing and shall deposit the insurance policies and all cover notes premia receipts etc. with the Bank. The Borrower(s) shall make punctual payment of all premia and shall not do or suffer to be done any act which may invalidate such insurances and will on receipt of any moneys under the said policies, pay the same to the Bank which shall, at the option of the Bank, be applied either in reinstating or replacing the Property over which the Security has been created or towards repayment of the said dues. If the Borrower(s) fails to insure or keep insured the whole or any party of the Property, then the Bank shall without prejudice to or affecting its rights hereunder, be at liberty (but not bound) to insure and keep the same insured and the Borrower(s) shall on demand repay to the Bank all amounts spent or incurred by the Bank in doing so, with interest at the rate applicable for the Loan as aforesaid;
- w) The Borrower(s) shall allow the representatives and/or nominees of the Bank to visit and inspect from time to time the Security;
- x) The Borrower(s) shall not create any further encumbrances on the Property over which the Security has been or is required to be created without the prior written consent of the Bank and shall not do any act which would prejudice in any way the Bank's Security or interest in the Property. The Borrower(s) shall not grant any rights in respect of the Security, including the right of use to any person;
- y) The Borrower(s) is/are not facing any claims, actions or proceedings in any court of law, arbitral tribunal or other tribunal, which have been initiated by another person providing any form of financial assistance, including banks;
- z) The Loan is not being availed for any activities relating to producing or consuming Ozone Depleting Substances, as has been defined in the Montreal Protocol to which India is a party. Further that the Purpose is compliant with various environment laws and has obtained all relevant environmental clearances for the proposed activities of the Borrower in relation to the Purpose. The Borrower has instituted and shall from time to time institute appropriate monitoring, evaluation and reporting process and confirms that the project does not/ shall not have any negative environment or social impact and appropriate corrective measures shall be taken as recommended by relevant authorities.
- aa) Each of these representations will remain correct and complied with so long as the Loan and/or any sum thereunder remain outstanding;
- bb) None of the Borrower(s) or its specified relative is/are Directors/ Partners of any banking company;
- cc) None of the relative (as specified by RBI) of a chairman/ managing director or director of a or a relative of senior officer (as specified by RBI) of a banking company is a specified relative or guarantor of any of the Borrower(s);
- dd) All details and terms (including the amount of the Loan, interest rate, cheque representation charges, further interest, prepayment charges, number and amount of each installment, number and amount of each the advance installment, etc.) have been filled-in in this Agreement and Schedules hereof prior to submission of the same to the Bank and that there are no blanks. The Borrower further represents and confirms that all charges with respect of cheque bouncing, cheque re-presentation, swap charges etc as mentioned herein shall be borne by the Borrower(s) without any demur or delay and acknowledges and confirms that the Borrower(s) have perused, understood and agreed Bank's methods of calculating the installments;
- ee) The Borrower(s) is/are competent and fully authorized to issue such declarations, confirmations, agreements and undertakings and submit this Agreement for the purpose of borrowing/availing of the requested Loan, and to execute all other documents required by the Bank for such purpose;
- ff) This Agreement has been duly and validly executed by the Borrower(s) or in Borrower(s) behalf and when accepted/ acted upon by the Bank would constitute legal and valid obligations that are binding on and enforceable against the Borrower(s) in accordance with the Loan term

thereof. The Borrower(s) confirm that the initials on this Agreement are made by the Borrower(s) and validity of such initials shall not be disputed by the Borrower(s);

- gg) The Loan if provided by the Bank, based on this Agreement submitted by the Borrower(s), is a commercial transaction and the Borrower(s), waive any defence under usury or other law relating to charging of interest;
- hh) The Bank shall have the absolute discretion, without assigning any reason(unless required by applicable law), to reject the Borrower(s) application and not disburse the Loan and the Bank shall not be responsible/ liable in any manner whatsoever to the Borrower(s) for such rejection or any delay in notifying the Borrower(s) of such rejection and any costs, losses, damages or expenses, or other consequences, caused by reason of such rejection/ non-disbursement or any delay in notifying the Borrower(s) of such rejection/non-disbursement;
- ii) The Borrower shall route all cashflows/ receivables through its bank account maintained with the Bank;
- jj) Neither the execution nor delivery by the Borrower of the Transaction Documents to which it is a party, nor the Borrower's compliance with or performance of the terms and provisions hereof or thereof, nor the use of the proceeds under this Agreement as contemplated by the Transaction Documents at the time of execution of such Agreement:
  - i. contravenes any provision of any applicable law or any order, writ, injunction or decree of any court or Government authority, binding upon the Borrower; or
  - ii. conflicts with or results in any breach of any of the terms, covenants, conditions or provisions of, or constitutes an event of default under any agreement, contract or instrument to which the Borrower is a party or by which it or any of its Assets are bound or to which it may be subject; or
  - iii. shall result in the creation or imposition of (or the obligation to create or impose) any security interest (except as permitted by the Bank) upon any of the Assets of the Borrower; or
  - iv. conflicts with any provision of its constitutional documents, if any; or
  - v. conflicts with any borrowing limit binding on the Borrower;
- k) The Borrower has filed or shall file all tax returns within the time permitted and has made or shall make within the due dates thereof, all payments of any applicable tax or duty, including without limitation, stamp duty, registration charges or similar amounts, which are required to be effected or made by the Borrower and which are necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Transaction Documents executed on or before the date hereof or such other dates on which this representation is deemed to be made/repeated, except for any assessment or demands, which are contested in good faith. There are no claims now pending or matters under dispute with any tax authority in respect of any taxes, save and except such matters and claims disclosed to the Bank in writing;
- l) Neither the Borrower, nor any person acting on its behalf, has been engaged in (i) corrupt practices, fraudulent practices, collusive practices or coercive practices in connection with the Borrower's business and operations, (ii) money laundering or acted in breach of any applicable laws relating to money laundering; or (iii) the financing of terrorism;
- m) The Borrower has not been named in any list of defaulters circulated by the RBI, CIBIL, Export Credit Guarantee Corporation ("ECGC") or any banking company and its name does not appear in any caution list of any nature published by the RBI or any similar regulatory or Government authority;
- n) The Borrower shall properly keep such records, books of accounts as are required to be maintained under applicable law;
- o) The Borrower shall within the stipulated timelines, submit to the Bank the following in the form and substance satisfactory to the Bank:
  - i. certified declaration (self-certified/internal auditor) of Unhedged Foreign Currency Exposure ("UFCE") as on the last quarter to be submitted before end of ensuing quarter or 30 days from acceptance of the Facility Letter, whichever is earlier. The certified declaration is required to be submitted thereafter regularly on a quarterly basis before 15 days of end of subsequent quarter. Additionally once on annual basis, the UFCE information would need to be audited and certified by the statutory auditor and a certificate to this effect signed by the statutory auditor needs to be submitted regularly on annual basis within 15 days from the date of closure of the annual audited results. The UFCE information needs to be submitted in lines with the requirements of the RBI Circular reference DBOD.No.BP.BC.116/21.06.200/2013-14 dated June 3, 2014 and DBOD.No. BP.BC. 85/21.06.200/2013-14 dated January 15, 2014, as amended from time to time.
  - ii. in case of non receipt of certified declaration and the annual certificate signed by the statutory auditor within the above stated timelines, additional interest upto 2% per annum over and above the Interest Rate on all the outstanding Loan shall be payable by the Borrower to the Bank.
  - iii. in case the Bank is required regulatorily to provide for any applicable incremental provision or risk weighted assets on account of UFCE as stated in the declaration, the Borrower agrees that pricing/interest rate may be revised upwards by charging additional interest upto 0.25% per annum over and above Interest Rate on all the outstanding Loan may be charged by the Bank.

## 9.2 ADDITIONAL REPRESENTATION, WARRANTIES, COVENANTS AND UNDERTAKINGS APPLICABLE FOR NON-INDIVIDUAL BORROWER(S):

In addition to the representation, warranties, covenants and undertakings mentioned in 9.1 above, the Borrower(s) who are non-individual hereby further represents/ warrants to/ covenants/ undertakes throughout the subsistence of this Agreement, with the Bank that –

- a) None of the Borrower and its promoters, directors, partners, proprietor, karta (including other HUF members) and trustee (as applicable) are in default or been included in any list of defaulters or have committed breach of any agreement with any person who has provided loans or deposits or advances or guarantees or other financial facilities to the Borrower or any regulatory or statutory authority;

- b) No Person:
- (i) who has been named in any list of defaulters circulated by the RBI, CIBIL, ECGC or any banking company; or
  - (ii) whose name appears in any caution list of any nature published by the RBI or any similar regulatory or Government authority; or
  - (iii) who is director in any company which has been identified as a willful defaulter/non cooperative borrower by the RBI or similar regulatory authority,
- shall become a member of the board of directors of the Borrower or if any such Person happens to be a member of the board of directors of the Borrower, the Borrower shall take effective steps for the removal of such Person from the board of directors of the Borrower within thirty (30) calendar days of such fact coming to the notice of the Borrower;
- c) The Borrower shall intimate the Bank upon amending or modifying its constitutional documents, if any,; and/or shall not make amendments to or terminate the Transaction Documents; and/or enter into any material contract or any contractual obligation or other agreement having a Material Adverse Change;
  - d) The Borrower shall not change its constitution/ composition and/or undertake or permit any merger, de-merger, consolidation, reorganization, dissolution or reconstitution scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction or dissolution or reconstitution including creation of any subsidiary or permit any company to become its subsidiary
  - e) The Borrower shall not declare or pay any dividend or authorize or make any distribution to its shareholders / members / partners or permit withdrawal of amounts brought in unless all the dues in respect of the Loan have been paid to the satisfaction of the Bank;
  - f) The Borrower shall not pay any commission to its promoters, directors, managers, partners or other Persons for furnishing guarantees, counter guarantees or indemnities or for undertaking any other liability in connection with any incurred by the Borrower or in connection with any other obligation undertaken for or by the Borrower;
  - g) The Borrower shall not effect any change to its capital structure in any manner whatsoever or issue securities whether on a preferential basis or otherwise. For the purpose of this Section, "securities" shall have the same meaning as provided in the Securities Contracts (Regulations) Act, 1956.

### 9.3 Financial Covenants

The Borrower covenants and undertakes that, so long as the Loan or any part thereof are outstanding, and until full and final payment of the Loan to the satisfaction of the Bank, the Borrower shall ensure that financial covenants as mentioned in Schedules hereto or as stipulated by the Bank from time to time shall be complied with.

### 10. Events of Default

10.1 At the option of the Bank, and notwithstanding anything contained herein or in any security documents executed by/to be executed by the Borrower(s) in the Bank's favour, the said dues and all of the obligations of the Borrower(s) to the Bank hereunder, shall immediately become due and payable irrespective of any agreed maturity, and the Bank shall be entitled to enforce its Security, upon the happening of any of the following events ("Events of Default"):

- a) The Borrower(s) fails to pay to the Bank any amount payable under this Agreement (including an EMI) on or before the due dates or furnish the PDCs or any other document/ agreement as may be required by the Bank from time to time or if any PDCs are dis- honoured or EDI are not acted upon;
- b) The Borrower(s) fails to pay to any person other than the Bank any amount payable on or before due dates or any person other than the Bank demands repayment of the loan or dues or liability of the Borrower(s) to such person ahead of its repayment terms as previously agreed between such person and the Borrower(s);
- c) The Borrower(s)/Obligor defaults in performing any of his/ her obligations under this Agreement or breaches any of the terms & conditions of this Agreement;
- d) If any event occurs or any circumstance arises which, in the Bank's sole opinion, gives reasonable ground for believing that the Borrower may not be able to perform or comply with any one or more of the obligations hereunder, or in the event of any change in the applicable laws, it becomes unlawful for the Borrower to continue its obligations hereunder which opinion shall be binding on the Borrower;
- e) Any of the information/document provided by the Borrower(s) to avail the Loan or any of the Representations and Warranties contained herein or Application form is being found to be or becoming incorrect or untrue or if the Borrower(s) is in breach of any representations and warranties or is in potential breach of any such representations and warranties of this Agreement (including in respect of repayment of the Loan outstandings);
- f) All or substantially all of the undertaking, assets or properties of the Borrower or its interests therein are seized, nationalised, expropriated or compulsorily acquired by the authority of Government;
- g) Any step is taken or proceedings started against the Borrower or its guarantor for bankruptcy or insolvency or for the appointment of a receiver, judicial manager, trustee or similar officer of the Borrower or its guarantor or over all or any of the Borrower's or any security party/issuer's assets;
- h) If the Borrower(s) becomes person resident outside India under the provision of Foreign Exchange Management Act, 1999;
- i) If any attachment, distress, execution or other process against the Borrower(s), or any of the Security is enforced or levied upon;



- j) If a receiver is appointed in respect of the whole or any part of the property/assets of the Borrower(s);
- k) If the Borrower(s), without the prior written consent of the Bank, attempts or purports to create any charge, mortgage, pledge, hypothecation, lien or other encumbrance over the Property over which the Security has been or is required to be created or over any part thereof, or create a lease or a right to use such Property or any part thereof by a third person;
- l) The death, lunacy, insolvency, failure in business, commission of an act of bankruptcy, general assignment for the benefit of creditors, if the Borrower suspends payment to any creditors or threatens to do so, filing of any petition in bankruptcy of by, or against the Borrower or filing up of any petition for winding up of the Borrower;
- m) If the Borrower goes into liquidation for the purpose of amalgamation or reconstruction, except with prior written approval of the Bank;
- n) If any circumstance or event occurs which is prejudicial to or impairs or imperils or jeopardise or is likely to prejudice, impair, imperil, depreciate or jeopardise any security given by the Borrower or any part thereof;
- o) Other than the specific Events of Default listed herein, one or more events occur (including any change in law) or exists which in the sole opinion of the Bank, could have a Material Adverse Change;
- p) If it is certified by an accountant or a firm of accountants appointed by the Bank (which the Bank is entitled and hereby authorised 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.

10.2 The Borrower(s) agrees and confirms that the Bank may at its absolute discretion appropriate any payments made by the Borrower(s) under this Agreement towards another agreement or transaction entered into by the Borrower(s) and towards any other Indebtedness of the Borrower(s) and such appropriation shall be final and binding upon the Borrower(s) who shall continue to remain indebted to the Bank for payment of the dues under this Agreement in respect of which such sums of money were so paid but were appropriated towards another agreement or transaction entered into by the Borrower(s) or towards another Indebtedness of the Borrower(s). Notwithstanding anything contained in the Transaction Documents, the Bank may, in its absolute discretion, appropriate any payments made under this Agreement and the other Transaction Documents in any manner as they may deem fit, towards such payment / repayment of any amounts due or payable under the Transaction Documents(s) and such appropriation shall be final and binding on the Borrower.

10.3 The Events of Default shall also include the additional events, if any, as set out under other Transaction Documents and/or as intimated by the Bank from time to time;

10.4 On the question whether any of the above events/circumstances has occurred/ happened, the decision of the Bank shall be final, conclusive and binding on the Borrower.

## 11. Consequences of Event of Default

Upon the occurrence of an Event of Default, the Bank may, without prejudice to any rights it may have, take one or more of the following actions including but not limited to:

- a. declare all amounts payable by the Borrower with respect to the Loan to be due and payable immediately;
- b. declare that the obligations of the Bank to make any further advances under the Loan (*if the disbursement is in more than one installment or if the disbursement has not yet been made*) shall be suspended or cancelled;
- c. sue for creditors' process and/or exercise rights with respect to the Security in accordance with the Transaction Documents, including enforcement of the Security;
- d. demand the Borrower to furnish cash collateral in respect of all or part of the Loan, irrespective of it being devolved or not;
- e. exercise such other rights as may be available to the Bank under the Transaction Documents, any other contracts or agreements or under law or in equity or otherwise.

## 12. Indemnity

The Borrower shall, whether or not the transactions herein contemplated are consummated, indemnify the Bank and each of their respective officers, directors, employees, representatives, attorneys and agents from and hold each of them harmless against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses and disbursements incurred by any of them as a result of, or arising out of, or in any way related to, or by reason of, litigation or other proceeding (*whether or not the Bank is a party thereto*) related to the entering into and/or performance of any Transaction Document or the disbursement of, or use of the proceeds of, the Loan or the implementation or consummation of any transactions contemplated herein or in any Transaction Document, including, without limitation, upon an Event of Default, the reasonable fees and disbursements of counsel and any consultants selected by such indemnified party incurred in connection with any such investigation or any Legal Proceeding or in connection with enforcing the provisions of this Clause (*but excluding any such liabilities, losses, penalties, judgments, suits, costs, expenses and disbursements to the extent incurred by reason of the gross negligence or willful misconduct of the indemnified person, as determined by a competent court*).

## 13. Disclosure

13.1 The Borrower agrees that in addition to any other rights enjoyed by the Bank, in the event of the Borrower committing any default, the Bank shall be entitled to disclose to the RBI or any other Government authority or to any other third person, the name/identity of the Borrower and/or its directors/partners/trustees and the default committed. In case of default in payment of any of the Loan to the Bank, the Bank or the RBI shall have an unqualified right to disclose or publish the name & photograph of the Borrower and/or its directors/partners/trustees as defaulters (*including as*



*willful defaulters*)/non-co-operative borrower in such manner and through such medium as the Bank and/or the RBI in their absolute discretion may deem fit.

13.2 The Bank may at the risk and cost of the Borrower engage one or more person(s) to verify any facts or information furnished by, concerning or pertaining to the Borrower and/or in relation to this Agreement and/or to collect the Loan and/or to enforce any Security and may furnish to such person(s) 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, matters and things connected therewith or incidental thereto as the Bank may think fit.

The Borrower hereby agrees and confirms that the Bank shall have the right to disclose and share any information pertaining to the Borrower including, but not limited to, credit facility/ies, constitution, net worth, shareholding of the Borrower with (i) any other bank(s)/financial institution(s) in the form and manner prescribed by the RBI; (ii) any agent, contractor, third party service provider or professional adviser (*wherever situate*) of the Bank; (iii) any person to (*or through*) whom the Bank assigns or transfers or novatees (*or may potentially assign or transfer or novate*) all or any of its rights or obligations under this Agreement or Transaction Documents; (iv) any person to whom the Bank is required to make disclosure under the requirements of any law, regulation, guidelines (whether SEBI, RBI etc.) or practice.

#### 14. Set-Off

The Bank shall have a lien and right of set-off on all monies belonging to the Borrower standing to their credit in any account whatsoever with the Bank. The Bank may, at any time and without notice to the Borrower in its absolute discretion, combine or consolidate all or any of the accounts of the Borrower and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Borrower/its group companies/ / subsidiaries/ holding companies/ joint ventures/ partnerships/ such other co-ownership arrangement to the Bank or in any other respect whether such liabilities be actual or contingent primary or collateral and several or joint and whether arising out of the Borrower /its group companies/ / subsidiaries/ holding companies/ joint ventures/ partnerships/ such other co-ownership arrangement, liability as principal debtor and/or guarantor. The rights conferred on the Bank hereunder shall be in addition to and without prejudice to any other security or securities and other recourses, which the Bank may now or hereafter hold and to any lien, set off or similar right.

#### 15. Waivers and Amendments

No failure or delay on the part of the Bank, in exercising any right, power or privilege hereunder or under the Transaction Documents, and no course of dealing between the Borrower on the one hand and the Bank on the other hand, shall impair any such right, power or privilege, or operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under the Transaction Documents preclude any other or further exercise thereof, or the exercise of any other right, power or privilege hereunder or thereunder. The rights, powers and remedies herein or in any other Transaction Document or otherwise expressly provided are cumulative and not exclusive of any rights, powers or remedies which the Bank would otherwise have. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Bank to any other or further action in any circumstances without notice or demand.

This Agreement (including the schedules, annexures and appendices hereto) may not be amended, supplemented or modified and no other Transaction Document (save where otherwise expressly provided in any of the Transaction Documents) may be amended, supplemented or modified without the consent of the Bank and no term or condition thereof may be waived without the consent of the Bank.

#### 16. Assignment and Transfer

16.1 The Bank shall have a right to sell or transfer (by way of assignment, securitization or otherwise) the whole or part of the Loan in such manner and on such terms & conditions as the Bank may decide at its sole discretion.

16.2 The Borrower(s) expressly agrees, in the event of sale or transfer as aforesaid, to accept such person to whom the Loan is sold or transferred as his/ her lender and make the repayment of the Loan to such person in the manner directed by the Bank.

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

#### 17. Miscellaneous

17.1 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 or debt and of all amounts payable, as therein recorded, by the Borrower(s) to the Bank.

17.2 The Parties confirm that this Agreement and its Schedules and any other documents executed pursuant to this Agreement shall represent one single Agreement between the Parties.

17.3 Except as otherwise expressly provided herein or in any other Transaction Document, all notices and other communications provided for hereunder or thereunder shall be: (i) in writing (including facsimile and e-mail); and (ii) hand-delivered or sent through registered post with acknowledgement due, an overnight courier (if for inland delivery) or international courier (if for overseas delivery) to a party to these present. The addresses (including the designated email ids/facsimile numbers) of the respective parties to this Agreement for service of notices are specified in Schedule I hereof. Each party shall inform the other party to this Agreement of any change in its details of communication as provided in the Schedule I hereto by not less than 7 (Seven) Business Days prior written notice to the other party to this Agreement, failing which, the notice so sent as per the last address provided by such party shall be deemed to properly served on the said party in terms of this Clause.

17.4 All such notices and communications shall be effective: (i) if hand-delivered, when delivered; (ii) if sent by courier, (a) one (1) Business Day after its deposit with an overnight courier if for inland delivery; and (b) five (5) calendar days after its deposit with an international courier if for an overseas delivery; (iii) if sent by registered letter, when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not; (iv) if sent by facsimile when sent (on receipt of a confirmation to the correct facsimile number); and (v) if sent by email, when sent. Provided however that any notice or communication to the Bank shall be effective only on actual receipt by the authorised Person of the Bank for whose attention the notice or communication has been expressly marked.

17.5 Notwithstanding anything to the contrary contained in any other agreement, the Borrower hereby request and authorises the Bank to act and rely on any instructions or communications for any purpose which may from time to time be or purport to be given by facsimile, email, tele-copier, untested telex, cable or any other form of electronic communication by the Borrower (including such instructions/communications as may be or purport to be given by those authorised by the Borrower to communicate with the Bank). The Borrower acknowledges that (a) sending information by fax or email or any other form of electronic communication is not a secure means of sending information; (b) the Borrower is aware of the risks involved in sending instruction/communication by fax or email or any other form of electronic communication, including the risk that such instructions/communication may be fraudulently or mistakenly written, altered or sent & not be received in whole or in part by the intended recipient; and (c) the request to the Bank to accept and act on instructions/communication is for the Borrower's convenience and benefit only. The Borrower hereby agrees that all such risks shall be fully borne by the Borrower and the Borrower assumes full responsibility for the same, and the Bank shall not be liable for any losses or damages arising upon the Bank acting, or the Bank's failure to act, wholly or in part in accordance with facsimile instructions. The Borrower shall indemnify the Bank and keep the Bank indemnified from and against all claims either by the Borrower or any other, actions, demands, liabilities, costs, charges, damages, losses, expenses and consequences of whatever nature (including legal fees on a full indemnity basis) which may be brought or preferred against the Bank or that the Bank Parties may suffer, incur or sustain by reason of or on account of the Bank having so acted whether wrongly or mistakenly or not, or of the Bank failing to act wholly or in part in accordance with the facsimile instructions and the terms of this Agreement.

17.6 The Borrower(s) hereby instructs and authorises the Bank to act and rely on any instructions or communications given by one of the Borrower for and on behalf of all Borrower(s) for any purpose in pursuance to the loan availed including the disbursement instructions and any such instructions given to the Bank by one of the Borrower shall be deemed as given by all the Borrower(s) and shall be valid and binding on all the Borrower(s).

17.7 The Borrower unconditionally agrees, acknowledges and undertakes that the Bank has an unconditional right to cancel the un-utilized portion of the Loan, whether in part or in full, at any time during the currency of the Loan without any prior intimation of such cancellation to the Borrower.

17.8 This Agreement shall be governed by and shall be construed in accordance with the laws of India. The Borrower agrees that the Courts/Tribunals as detailed in Schedule I shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Transaction Documents and that accordingly, any Legal Proceedings arising out of or in connection with the Transaction Documents shall be brought in such courts or the tribunals, and the Borrower irrevocably submits to and accepts for itself and with respect to its property, generally and unconditionally, the jurisdiction of those courts or tribunals.

17.9 Every provision contained in this Agreement shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is, or becomes, invalid illegal or unenforceable in any respect under any law or in any jurisdiction, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

17.10 The parties hereby agree that the terms of this Agreement is in addition to and not in derogation of the terms stipulated by the Bank to the Borrower in the Facility Letter detailed in Schedule I (including any addenda, amendments and supplements thereto from time to time) and all the terms and conditions of the Facility Letter are hereby incorporated in this Agreement by reference.

17.11 In case there are more than one Borrower, the Agreement, obligations and liabilities of each of the Borrower herein contained or implied, are joint and several. Each of the Borrower agrees to be bound by this Agreement notwithstanding that any other Borrower who have intended to sign or to be bound may not do so or be effectually bound and notwithstanding that this Agreement may be determined or become invalid or unenforceable against any one or more of such Borrower whether or not the deficiency is known to the Bank. The Bank may release any one or more of the Borrower from this Agreement and compound with or otherwise vary or agree to vary the liability of or grant time or indulgence to or make other arrangements with any one or more of the Borrower or any other Person, without prejudicing or affecting Bank's rights and remedies against the other Borrower. The obligations of each of the Borrower hereunder are joint and several inter se and independent of the obligations of the other Borrower, and a separate action may be brought and prosecuted against any Borrower alone or jointly with other Borrower.

The Borrower(s) hereby expressly acknowledge, declare and confirm that the Borrower/s have read, verified and understood all the terms and conditions of para No. 1 to 17 as contained in page No 1 to 13 of this loan agreement above written and hereby accept the said terms and conditions and irrevocably agree to abide by the same by affixing my/our signatures herein below

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and acknowledged by their respective officers or representatives on the day, month, year and place as set out in Schedule I hereof

Where Borrower is an individual:

Signed and delivered by within named

\_\_\_\_\_

(Name of the Borrower 1)                      (Name of Borrower 2)                      (Name of Borrower 3)                      (Name of Borrower 4)

Where Borrower is a Proprietorship:

Signed and delivered by \_\_\_\_\_, sole Proprietorship Firm Through

Mr. \_\_\_\_\_ (Sole proprietor)

\_\_\_\_\_ Sign

Where Borrower is a Partnership:

Signed and delivered by \_\_\_\_\_,

through \_\_\_\_\_ Partner/Authorized Partner/POA holder

\_\_\_\_\_ Sign

Where Borrower is a Company:

Signed and delivered by \_\_\_\_\_ Limited,

by the hand of Mr. / Ms. \_\_\_\_\_ and as authorised by the Board

Resolution dated \_\_\_\_\_

(Authorised Signatory : Name and Designation)

Lender:

For YES BANK Limited  
(Authorised Signatory : Name and Designation)

SCHEDULE – I (Home Loan)

1. Date and place of execution of the Agreement:

Date: The \_\_\_\_\_ day of <Month in words>, Two Thousand and <Year in words>;

Place:

2. Details of the Borrower

a. Individual Borrowers:

Sr No.	Name of the Borrower/Co-Borrower	Residence Address

b. Non-Individual Borrowers:

Sr No	Name of the Borrower/Co-Borrower	Constitution (Partnership, Proprietorship Concern, Joint-Venture, Individual, HUF)	Address (Registered Office/Principal Office)	Address for communication	Name of Contact Person	Telephone No./Fax Number	E-mail Id

3. Details of the Bank:

YES BANK Limited, a company incorporated and registered under the Companies Act, 1956 and 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 and, inter alia, a branch office at \_\_\_\_\_ and shall include its successors and assigns.

4. Details of Facility Letter: Facility Letter Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ including any addendums/amendments issued thereto.

5. Details of relevant jurisdiction: Courts/Tribunals at \_\_\_\_\_

6. Details of Loan:

Facility Type	Home Loan		
Purpose	<input type="checkbox"/> Purchase <input type="checkbox"/> Balance Transfer <input type="checkbox"/> Renovation <input type="checkbox"/> Repair <input type="checkbox"/> Top up (provide detail)_____		
Facility Amount	Rs <numeric>	In words	
Loan Tenure	_____ months		
Repayment Date/ EMI Cycle Date	_____ of every month		
Interest Rate Type	<input type="checkbox"/> Fixed <input type="checkbox"/> Semi-Fixed <input type="checkbox"/> Floating		
MCLR Tenure/ Reset frequency	<input type="checkbox"/> 3 Month <input type="checkbox"/> 6 Month <input type="checkbox"/> 12 Month		
Fixed Interest Rate (%)	MCLR	Spread (over and above the applicable MCLR)	Effective Rate of Interest (MCLR+Spread)
	<Month> & <MCLR%>		MCLR+Spread
Floating Rate of Interest (%)	MCLR	Spread (over and above the applicable MCLR)	Effective Rate of Interest (MCLR+Spread)
	<Month> & <MCLR%>		MCLR+Spread
Semi-Fixed rate of Interest	Fixed for _____ months or till < date > as mentioned under "Fixed Interest Rate" above and Floating rate thereafter as defined under "Floating Rate of Interest"		
Processing Fee (including GST)	Rs _____/-		
EMI Type	<input type="checkbox"/> Regular EMI <input type="checkbox"/> Graded EMI <input type="checkbox"/> EMI Under Construction		
EMI amount	Regular EMI _____/-	Graded EMI: Tenure __ to __: EMI _____ Tenure __ to __: EMI _____ Tenure __ to __: EMI _____	In case of EMI Under Construction: <input type="checkbox"/> EMI on Sanctioned Amount Rs _____ <input type="checkbox"/> EMI on Disbursed Amount
Pre-EMI (Interest) Start Date	_____		
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			



## 7. Details of Security

Security	Mortgage of Property as detailed below in a form and manner acceptable to the Bank.
Details of Property	Property Address: Plot No. _____ /Flat no. _____, Building No/name. _____ Street/Road _____ Location: _____ City _____ District _____ State _____ Landmark: _____ Pin Code _____
Other Security(ies)	Such other security (ies) as may be stipulated by the Bank from time to time which the Borrower is required to provide in such form and manner as may be stipulated by the Bank.

(Signature)  
Name of Borrower

(Signature)  
Name of the Co-Borrower(s)

### Schedule II - Details of Charges (Home Loan)

Charge Description	Charges/Fee**
Part-Payment/Pre-payment/Loan Pre-closure/Foreclosure Fees	Nil for floating rate loans 2.5% on the principal outstanding for fixed rate loans
Late Payment Fees / Penal Interest Rate (Default Interest Rate)	24% per annum i.e. @2% per month on the overdue instalment(s)
Additional Interest	2% p.a. over and above the applicable interest rate on the loan outstanding
Repayment Mode / Cheque Swap Charges	Rs 500/-
Cheque Bounce / Return Charges	Rs 750/- per instance
Statement of Account /Amortisation Schedule (on registered e-mail id)	Nil
Statement of Account /Amortisation Schedule (Physical mode or via Branch)	Rs 100/- per request
Prepayment Statement Charges	Rs 100/- per request
Duplicate No Objection Certificate (NOC)	Rs 100/- per request
Loan cancellation / Rebooking	Rs.2000 /- (additionally franking / stamping norms as per actuals if applicable)
Legal, Repossession & Incidental charges	At Actuals
Document retrieval charges (per advice) (Photocopy/scanning, etc)	Rs 500/-
Switch charges (Floating to prevailing fixed rate only if the same is permitted by the bank at the time of request)	0.5% of the loan amount outstanding
Switch charges (Fixed to prevailing floating rate only if the same is permitted by the bank at the time of request)	1% of the loan amount outstanding
Conversion charges (Higher Floating rate to lower floating rate, only if the same is permitted by the bank at the time of request)	0.5% of the loan amount outstanding
Conversion charges (Higher Fixed rate to lower Fixed rate, only if the same is permitted by the bank at the time of request)	1% of the loan amount outstanding
EMI cycle date change	Rs 500/-
Equitable Mortgage Creation Charges/Stamp Duty	At Actuals as per state laws applicable from time to time
<p>**GST as applicable will be levied. The above charges are subject to change and the same shall be updated on our website <a href="http://www.yesbank.in">www.yesbank.in</a> accordingly.</p> <p>Any service, which is not mentioned above will be charged separately as applicable</p>	

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SCHEDULE - I (SBL)

1. Date and place of execution of the Agreement:

Date: The \_\_\_\_\_ day of <Month in words>, Two Thousand and <Year in words>;

Place:

2. Details of the Borrower

a. Individual Borrowers:

Sr No.	Name of the Borrower/Co-Borrower	Residence Address

b. Non-Individual Borrowers:

Sr No	Name of the Borrower/ Co-Borrower	Constitution (Partnership, Proprietorship Concern, Joint- Venture, Individual, HUF)	Address (Registered Office/Principal Office)	Address for communication	Name of Contact Person	Telephone No./Fax Number	E-mail Id

3. Details of the Bank:

YES BANK Limited, a company incorporated and registered under the Companies Act, 1956 and 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 and, inter alia, a branch office at \_\_\_\_\_ and shall include its successors and assigns.

4. Details of Facility Letter: Facility Letter Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ including any addendums/amendments issued thereto.

5. Details of relevant jurisdiction: Courts/Tribunals at \_\_\_\_\_

6. Details of Loan:

Facility Type	<input type="checkbox"/> Term Loan <input type="checkbox"/> Drop-line Overdraft <input type="checkbox"/> LRD		
Purpose	<input type="checkbox"/> Business expansion <input type="checkbox"/> Renovation and/or repairs <input type="checkbox"/> Property purchase <input type="checkbox"/> Balance Transfer <input type="checkbox"/> _____ Top Up (provide details) <input type="checkbox"/> Others		
Facility Amount or Limit in case of Drop-line Overdraft	INR <numeric>		
Loan Tenure	_____ months		
Repayment Date/ EMI Cycle Date/ Dropline Date (in case of Drop-Line Overdraft facility)	_____ of every month		
Interest Rate Type	<input type="checkbox"/> Floating <input type="checkbox"/> Semi Fixed		
MCLR Tenure/ Reset frequency	<input type="checkbox"/> 6 Months <input type="checkbox"/> 12 Month		
Floating Interest Rate (%)	MCLR	Spread (over and above the applicable MCLR)	Effective Rate of Interest (MCLR+Spread)
	<Month> & <MCLR%>		MCLR+Spread
Semi-Fixed rate of Interest	MCLR	Spread (over and above the applicable MCLR)	Effective Rate of Interest (MCLR+Spread)
	<Month> & <MCLR%>		MCLR+Spread
	Interest rate fixed for _____ months or till <DD/MM/YYYY>. Post completion of the duration under Semi Fixed, the rate of interest on the loan shall be converted back to floating interest rate category in line with the Terms and Conditions agreed and stated in the Sanction letter		
Processing Fee (including GST)	INR _____/-		
Moratorium Period (if applicable)	_____ months		
EMI Amount/EMR Amount (In case of Drop-line Overdraft facility)	INR _____/- per month		
In case of LRD: Mode of Disbursement:	Credit of disbursements to account no. _____ of.....<name of the borrower> maintained with _____ bank at its branch situated at _____		
In case of Drop-line Overdraft facility: Mode of availing the DLOF/Mode of Disbursement:	Credit of the amounts to the current account no. _____ of _____ <name of the borrower> maintained with _____ bank at its branch situated at _____		
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			

7. Details of Security

Security	Mortgage of Property as detailed below in a form and manner acceptable to the Bank.
Details of Property	<p>Property Address 1: Plot No. _____ /Flat no. _____, Building          No/name. _____ Road/Street Name _____          Location: _____ City _____ District _____          State _____ Landmark: _____          Pin Code _____</p> <hr/> <p>Property Address 2: Plot No. _____ /Flat no. _____, Building          No/name. _____ Road/Street Name _____          Location: _____ City _____ District _____          State _____ Landmark: _____          Pin Code _____</p> <hr/> <p>Property Address 3: Plot No. _____ /Flat no. _____, Building          No/name. _____ Road/Street Name _____          Location: _____ City _____ District _____          State _____ Landmark: _____          Pin Code _____</p>
Other Security(ies)	Such other security (ies) as may be stipulated by the Bank from time to time which the Borrower is required to provide in such form and manner as may be stipulated by the Bank.

(Signature)

(Signature)

Name of Borrower (s)

Name of the Co-Borrower(s)



Schedule II - Details of Charges (SBL)

Part Prepayment Charges	As per terms & conditions stated in the Sanction Letter
Loan Pre-closure/Foreclosure Fees	As per terms & conditions stated in the Sanction Letter
Stamp Duty	Applicable at actuals as per state laws prevailing from time to time
Late Payment Fees / Penal Interest Rate (Default Interest Rate)	2% per month on the overdue amount
Additional Interest	Up-to a maximum of 2% per month over & above the applicable interest rate on the loan outstanding to be levied if any of the conditions mentioned in the sanction letter and/or loan agreement (including any deferral covenants) are not complied. The rate of interest will be levied from the date of non-compliance till the date the conditions stipulated by the bank are fulfilled to the satisfaction of the bank.
Account Maintenance Charges	Term Loans - NIL for Term Loans Lease Rental Discounting ( LRD ) Loans - INR 10,000/= (one time only) Drop-line Overdraft Facility ( DOD ) - INR 5,000/= per annum
Commitment Charges on Non Utilization of Limits (For Drop-line overdraft facility granted only)	Commitment charges applicable as per the grid below ONLY IF Quarterly average utilization on the overdraft facility granted is below 40% of current limits. (a) INR 5000 per quarter - For current limits up-to INR 1 Cr(b) INR 7500 per quarter - For current limits between INR 1 Cr to INR 3 Cr(c) INR 10,000 per quarter - For current limits more than INR 3 Cr
Repayment mode / cheque swap Charges	INR 500/= per instance
Cheque Bounce / Return Charges	INR 750/= per instance
Statement of Account (on registered email id)	NIL
Statement of Account (Physical Mode or via Branch)	INR 100/= per instance
List of Title Documents ( LOD )	INR 500/= per instance
Prepayment Statement / Foreclosure statement Charges	INR 100/= per instance
Duplicate No Objection Certificate( NOC)	INR 100/= per instance
Loan cancellation charges	INR 5000/= per instance
Legal , Repossession & Incidental charges	Applicable at actuals
Document retrieval charges ( Property documents & photocopies of the same )	INR 500/= per instance
Conversion / Switch Fees (From floating to floating or floating to fixed / semi fixed at the time of request & subject to the interest rate proposition being available & acceptable to the bank )	0.5% of the current principal outstanding at the time of request. For Drop-line overdraft facility, the fees shall be computed on the current limit at the time of making such request.
EMI Cycle date change request	INR 500/= per instance
<p><b>NOTE:</b></p> <ol style="list-style-type: none"> <li>The above charges are the maximum charges applicable under each type of charge &amp; is exclusive of Goods &amp; Services Tax (GST) as applicable.</li> <li>Switching of the interest rate from floating to floating or floating to fixed/semi fixed interest category shall be subject to the proposition being available at the time of request &amp; at the sole discretion of YES BANK Ltd.</li> <li>Any service , which is not mentioned above will be charged separately as applicable</li> </ol>	

Schedule - III

*(Additional terms and conditions applicable to Dropline Overdraft Facility)*

The Borrower hereby agrees that the Dropline Overdraft Facility being granted by the Bank to the Borrower shall be governed by the terms of the Agreement and the additional terms as contained herein.

1. Dropline Overdraft Facility

The Bank has, at the request of the Borrower/s, have agreed to provide Dropline overdraft Facility as more specifically mentioned in Schedule I hereof (hereinafter referred to as "DLOF Facility").

2. Definitions:

2.1 In this Schedule III, unless there is anything repugnant to the subject or context thereof, the following terms shall have the meanings ascribed to them herein below:

"DLOF Facility" means the overdraft facility granted by the Bank to the Borrower and linked to the DLOF Account upto the Dropline Limit which amount limit shall be subject to Equated Monthly Reduction as appearing in the Schedule I hereof.

"DLOF Account" shall have the meaning ascribed to it in the clause 3 hereof.

"Equated Monthly Reduction"/"EMR" shall mean the amount deducted every month on such date/s specified in the Schedule I hereof with respect to the DLOF herein granted.

2.2 All the defined terms used but not specifically defined herein shall have the respective meanings ascribed to them under the main body of the Agreement or Schedule I and II hereof, as the case may be.

3. Mode of availing the DLOF

The Bank shall grant the DLOF as per the mode specified in the Schedule I hereof. The Borrower can avail the DLOF from a designated current account of the Borrower maintained with the Bank in its individual name, the details of which are provided in the Schedule I hereof ("DLOF Account").

4. Additional Representations and Warranties and undertakings of the Borrower

The Borrower hereby represents and warrants that:

- a) any dispute about interest computation shall not entitle the Borrower(s) to withhold funding the Equated Monthly Reductions in the DLOF Account;
- b) the Borrower shall ensure that the DLOF Account maintained by the Borrower with the Bank is funded to such extent to ensure prompt and timely recovery of the monthly drop line amount as prescribed in Schedule I hereof. In the event of any default, the Borrower unconditionally, irrevocably and absolutely agrees, consents and undertakes to pay penal interest at the Default Interest Rate as mentioned in the Schedule II hereof;
- c) The Borrower further acknowledges and confirms that the credit of the amounts under the DLOF is solely at the discretion of the Bank and may depend on various factors like drawings beyond the limit specified in the Schedule I hereof, honouring cheques issued for other than the Purpose, classification of the Borrower(s)' account as a non-performing asset or on account of non-compliance with the terms of sanction. The Bank does not have an obligation to meet further requirements of the Borrower(s) on account of growth in business etc. without proper review of credit limit.
- d) The Borrower further acknowledges that on closure of the DLOF facility, the Bank reserves the right to close the DLOF Account opened by the Borrower with the Bank at the time of availing the DLOF at its sole discretion.

5. Standing Instructions

The Borrower(s) may deliver Electronic Debit Instructions ("EDI") to the Bank with respect to the DLOF Account (which are popularly known as "Standing Instructions") for payment of the interest that is payable by the Borrower(s) to the Bank in accordance with this Agreement and the Schedule I hereof. 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.

Signature

Borrower

Co-Borrower

Schedule- IV

*(Additional terms and conditions applicable to Lease Rental Discounting)*

The Borrower hereby agrees that the Lease Rental Discounting Facility being granted by the Bank to the Borrower shall be governed by the terms of the Agreement and the additional terms as contained herein.

1. Lease Rental Discounting Facility

The Bank has, at the request of the Borrower/s, have agreed to provide Lease Rental Discounting Facility as more specifically mentioned in Schedule I hereof (hereinafter referred to as "LRD Facility") to the Borrower on the terms and conditions as mentioned in the Agreement and the Schedules thereunder and on securitization of the Lease Receivables due to the Borrower from its Licensee(s)/ Lessee(s)/ occupant(s)/ Tenant(s) in favour of the Bank over the properties as specified in the Schedule I hereof.

2. Definitions:

2.1 In this Schedule IV, unless there is anything repugnant to the subject or context thereof, the following terms shall have the meanings ascribed to them herein below:

"Lease Agreement" means the Lease Agreement/ Leave and License Agreement/ Lease Deed/ Tenancy Agreement or an Agreement for letting of premises, by which ever name called, which is entered into between the Borrower and the Lessee.

"Lease Receivables" means the present and future lease rentals /rent / fees/ compensation, by whichever name called due to the Borrower under the Lease Agreement entered into between the Borrower and the Lessee.

"Lessee" means the lessee/ tenant/ licensee, by whichever name called, by whom the Lease Receivables shall be payable under the Lease Agreement entered into between the Lessee and the Borrower.

2.2 All the defined terms used but not specifically defined herein shall have the respective meanings ascribed to them under the main body of the Agreement or Schedule I and II hereof, as the case may be.

3. Security:

The repayment of the loan, interest, fees, costs, charges and expenses and all other amounts payable under this Agreement to the Bank shall be secured in such manner including by way of mortgage, securitisation of the Lease Receivables due to the Borrower from its Licensee(s)/Lessee(s)/Occupant(s)/ Tenant(s) ("Lessee(s)") in favour of the Bank over the property as specified in the Schedule I hereof.

4. Additional Borrower's Representations, Warranties, Covenants and Undertakings:

With a view to induce the Bank to grant the Loan to him, the Borrower, hereby represents/warrants to/ covenants/ undertakes with the Bank that the Borrower-

- a) has entered into and/or taken steps to enter into a valid and binding Lease Agreement and shall ensure that the Lease Agreement is neither terminated nor modified without the prior written consent of the Bank.
- b) agrees that the Bank shall have the unconditional and uninterrupted right to appropriate the Lease Receivables received under Lease Agreement and the same shall be credited to the Designated Account to be opened for this purpose with the Bank towards the installment payable by the Borrower as per the Repayment Schedule towards repayment of the Term Loan granted by the Bank to the Borrower along with interest, costs, charges and expenses.
- c) agrees not to assign the Lease Receivables to any one else till the entire Term Loan with interest is paid in full. The Borrower shall credit the said Receivables (net of TDS if any) in a separate account designated for the purpose and the EMI of the advance shall be first recovered from the said account. The Borrower shall utilize the balance amount, if any, in the said account after the repayment of EMI.
- d) agrees and confirms that if the Lease Agreement is terminated by the Lessee or by operation of law or by any force majeure event or due to any other event, the Borrower shall ensure to forthwith inform the Bank and may with the prior approval of the Bank, have the right to lease out the premises forthwith to a Lessee. In such an event the said Lease Receivables shall be deemed to have been assigned/ hypothecated/ charged to the Bank by virtue of this Agreement and all the terms and conditions as agreed to in terms of this Agreement shall be applicable mutatis mutandis. Notwithstanding the above, the Bank shall have the right to demand payment of the balance outstanding forthwith.
- e) shall ensure to obtain necessary NOC from Lessee stating that the Lessee has no objection to assign the Lease Receivables due to the Borrower from the Lessee directly to the Bank as a security for the due repayment of the Borrower's dues to the Bank.
- f) shall not, during the tenure of this Agreement, avail of or obtain any further loan or facility on the security of the Lease Receivables without the prior written consent of the Bank.

Signature

Borrower

Co-Borrower



