

**SD-10(B)**

**TERM LOAN AGREEMENT WITH HYPOTHECATION**

DHANLAXMI BANK LTD.

.....Branch

IN CONSIDERATION OF DHANLAXMI BANK LIMITED, a duly incorporated Scheduled Commercial Bank, being governed by the provisions of Banking Regulation Act, 1949, having its registered Office at Dhanalakshmi Buildings, Naickanal, Thrissur, and Corporate Office at Punkunnam, Thrissur, Kerala State in India and having a branch office among other places at.....  
(hereinafter called the “Bank” which expression shall wherever the context requires or admits include its successors and assigns from time to time) having advanced/agreed to grant a loan

of Rs...../- (Rupees.....

.....only  
)

to.....

.....  
(hereinafter called “the Borrower” which expression shall wherever the context requires or admits include his/her/their heirs, successors, legal representatives, executors and assignees from time to time) to enable the Borrower to carry out the purpose for which the loan is granted/agreed to be granted, the Borrower hereby agrees, records and confirms the terms and conditions upon which the loan is granted/agreed to be granted as under:

1. The Borrower’s application shall constitute the basis of the agreement to sanction the loan or the loans to be sanctioned by the Bank and the Borrower hereby confirms the correctness of each and every statement and particulars therein set forth.

2. The Borrower agrees that the Bank may disburse the loan to the Borrower in installments or in one lump sum as shown in Schedule I hereto. The Borrower undertakes to submit the original invoices/bills or list of items, plant and machinery etc. as and when demanded by the Bank. The Borrower further agrees that any payment made by the Bank directly to the dealer/manufacturer of the equipment/s/vehicle/s/asset/s/ machinery (ies)/goods shall be deemed to be payment made to the Borrower. It is also agreed that in case of a cost or price over run or escalation of cost/price of the project or goods or plant & machinery or other movable property at any time, Borrower shall arrange the excess cost/price from out of his own funds.

3. <sup>1</sup>(**For term loan with fixed rate of interest**) The Borrower/s shall pay interest at the rate of .....% per annum with monthly rests and compounded, rising and falling therewith calculated respectively on the daily balance of the amount due subject to revision by the Bank from time to time. The Borrower agrees to repay the loan amount together with interest in..... months, along with additional interest, charges, and other expenses, if any, commencing from the date of disbursement of the loan or any part thereof in monthly installments of Rs...../- each (out of which Rs...../- towards principal and Rs...../- towards interest) or such other amount that the Bank may fix from time to time. The first of such installment shall be paid to the Bank on ..... day of .....20.... and the remaining installments shall be payable to the Bank on or before the same day of succeeding months more fully described in **Schedule II** of this Agreement.

<sup>2</sup>(**For Terms loan linked to MCLR**) The Borrower shall repay to the Bank the loan together with interest at the rate of ..... % at/above the Marginal Cost of Funds based Lending Rate (hereinafter referred to as MCLR) , as fixed by the Bank from time to time,<sup>3</sup> subject to a minimum of ..... % with monthly rests and compounded, rising and falling therewith calculated respectively on the daily balance of the amount due or at such other rates that the

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1 Strike out if not applicable

2 Strike out if not applicable

3 Strike out if minimum rate of interest is not applicable

Bank may from time to time stipulate. The present MCLR of the Bank is ..... % and accordingly the current rate of interest payable by the Borrower shall be ..... % per annum with..... rests. The borrower agrees to repay the loan amount together with interest as aforesaid in ..... months, along with additional interest, charges and other expenses, if any, commencing from the date of disbursal of the loan or any part thereof in monthly installments of Rs...../- each (out of which Rs...../- towards principal and Rs..... /- towards interest) or such other amount that the Bank may fix from time to time. The first such installment shall be paid to the Bank on .....day of .....20.... and the remaining installments shall be payable to the Bank on or before the same day of succeeding months more fully described in Schedule II of this Agreement.

<sup>4</sup> **(For Terms loan linked to Repo Rate)** The Borrower agrees to repay the loan amount together with interest at the rate of ..... percent at/above the Repo Rate of RBI. The present RBI's Repo Rate is .....% and accordingly I/we shall pay interest at the rate of.....%, <sup>5</sup>subject to a minimum interest rate of .....%, per annum with .....rests and compounded, rising and falling therewith calculated respectively on the daily balance of the amount due subject to revision by the Bank from time to time. The Borrower agrees to repay the loan amount together with interest as aforesaid in ..... months, along with additional interest, charges and other expenses, if any, commencing from the date of disbursal of the loan or any part thereof in monthly installments of Rs...../- each (out of which Rs...../- towards principal and Rs..... /- towards interest) or such other amount that the Bank may fix from time to time. The first such installment shall be paid to the Bank on .....day of .....20.... and the remaining installments shall be payable to the Bank on or before the same day of succeeding months more fully described in Schedule II of this Agreement.

<sup>6</sup>**(For Term loan linked to TBLR)** The Borrower agrees to repay the loan amount together with interest at the rate at the rate of .....% at/above the 91 days T Bill yield published by Financial Benchmark of India Ltd (FBIL) (hereinafter referred to as TBLR). The present TBLR is.....% and accordingly the borrower shall pay interest at the rate of.....%, <sup>7</sup>subject to a minimum interest rate of .....% , per annum with .....rests and compounded, rising and falling therewith calculated respectively on the daily balance of the amount due subject to revision by the Bank from time to time. The Borrower agrees to repay the loan amount together with interest as aforesaid in ..... months,

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4 Strike out if not applicable

5 Strike out if minimum rate of interest is not applicable

6 Strike out if not applicable

7 Strike out if minimum rate of interest is not applicable

along with additional interest, charges and other expenses, if any, commencing from the date of disbursement of the loan or any part thereof in monthly installments of Rs...../- each (out of which Rs...../- towards principal and Rs...../- towards interest) or such other amount that the Bank may fix from time to time. The first such installment shall be paid to the Bank on .....day of .....20..... and the remaining installments shall be payable to the Bank on or before the same day of succeeding months/ more fully described in Schedule II of this Agreement.

4. Besides the repayment of the loan amounts as mentioned in Schedule II of this Agreement, the borrower shall pay the costs, expenses, any charges including legal charges, valuation charges, fees and any other expenses arising out of the loan amount so disbursed, until the entire dues are fully adjusted/liquidated. It is agreed that notwithstanding the amount of each installment fixed as above, the Bank may at its discretion without being required to give any reasons to the Borrower alter or amend the amount of installment or number of installments as also the date of repayment and if the Borrower repays the installments without adhering to the revised schedule which culminates in outstanding dues after the due date of final payment, the Borrower agrees to repay the balance amount together with interest at applicable rates in a lump sum.

5. The Borrower agrees that the Bank shall at any time or from time to time be entitled to change or vary the rate of interest in respect of the credit facility depending on the changes in the MCLR of the Bank/RBI's Repo Rate/ TBLR published by FBIL or the directives of the Reserve Bank of India from time to time or on the policy of the Bank on advances or on the Borrower's credit rating with the Bank from time to time and or Bank shall charge additional interest rate/ penal interest if the rating of the borrower is downgraded and the Borrower hereby waives the requirement of notice such change/revision of interest and a notice in the Bank's notice board or on the website of the Bank or a report in the newspaper on change/revision of interest rate shall be deemed to be sufficient notice to the Borrower and such interest shall be payable whether debited to the loan account or not, and until so paid shall form part of the loan covered by these presents.

6. The borrower understands that if the principal or interest payment or any other amount wholly or partly became overdue, the account shall be classified as special mention account (SMA) and thereafter as non-performing asset (NPA) in tune with the guidelines of the Reserve Bank of India from time to time. For example: If due date of a loan account is March 31, 2021, and full dues are not received on or before the said due date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. Similarly, if the account continues to remain overdue, it shall get tagged as SMA2 on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA upon on June 29, 2021.

7. The Borrower agrees that if default shall be made in payment of any installment on due dates or default in observing any of the terms and conditions of the advance granted or non-submission of prescribed return, the Borrower shall pay penal interest in addition to the normal rate of interest at such rate as stipulated by the Bank from time to time.

8. The Borrower shall utilise the money advanced by the bank under this agreement exclusively for the purpose of purchasing/acquiring the said asset(s)/vehicle(s)/vessel(s)/machinery (ies)/goods as described in the Schedule-III hereunder, of which the entire description will be furnished to the Bank later which may be incorporated in the Schedule by the officials of the Bank. The said asset(s)/vehicle(s)/vessel(s)/machinery(ies)/goods shall be the absolute property of the Borrower free from any mortgage, hypothecation, pledge or lien or any encumbrances whatsoever other than the charge in favour of the Bank created by this Agreement. The Borrower shall not during the continuance of this agreement sell, dispose of, pledge or otherwise charge or encumber the asset(s) /vehicle(s)/vessel(s)/machinery(ies)/goods which is/are the subject of this agreement nor do or permit any act whereby the security hereinbefore expressly given to the Bank shall in anyway be prejudicially affected .

9. As security for repayment to the Bank of the amounts due under or arising from this agreement, the Borrower hereby hypothecates unto the Bank by way of first charge the assets described and detailed in Schedule III hereto (hereinafter referred to as “the hypothecated assets”) and the same shall remain and continue to be hypothecated and charged with the Bank, as security till repayment of the entire loan and interest thereon by the Borrower to the Bank.

10. The hypothecated assets shall at all times during the currency of this Agreement and so long as any money shall remain due and owing in the said loan account be maintained in good and saleable condition and kept insured by and at the expenses of the Borrower against fire, riot, strike, malicious damage and such other risks as may be required by the Bank or as may be required by law to the full extent of the value thereof with an insurance company approved by the Bank, in the name of the Bank or in the joint names of the Bank and the Borrower and the policy/ies or copy/ies thereof shall be handed over to the Bank. The Borrower shall duly and punctually pay the premia due on the policy/ies at least one week before the same shall become due or payable and hand over the receipt to the Bank and the Borrower agrees not to raise any disputes as to the amount of the insurable interest of the Bank. If the Borrower defaults in effecting such insurance as aforesaid or renewing any policy or in payment of such premia or in keeping the hypothecated assets so insured or in delivering to the Bank receipts for the premia it shall be lawful (but not obligatory) for the Bank to effect such insurance or to renew the Policy or to pay such premia and to keep the hypothecated assets insured and to debit the expenses incurred by the Bank for the said purposes to the loan account of the Borrower and the same shall be treated as loan secured by this agreement. The Borrower agrees to pay the same with interest as provided in clause 4 hereof. All sums received under any such insurance as aforesaid shall after deduction of all expenses be applied in or towards the liquidation of all balance due to the Bank for the time being and in the event of there being a surplus the same shall be applied towards any other

dues owed to the Bank by the Borrower. The Borrower agrees that if any moneys under any such insurance are received by the Borrower the same shall be forthwith paid to the Bank. The Borrower further agrees that the Bank shall be entitled to adjust, settle, compromise or refer to arbitration any dispute with the insurance company and the insured arising under or in connection with such policy/ies and the certificate or any claim made hereunder and to give a valid receipt thereof and the Borrower shall not raise any question that a larger sum might or ought to have been received.

11. It shall be lawful for the Bank and its agents without notice to enter into or upon the offices, godowns, factory, or places of storage of any of the hypothecated assets for the purpose of taking inspection of or checking the hypothecated assets and making account and inspecting the books of accounts of the Borrower and it shall also be lawful for the Bank to have all or any of the hypothecated assets valued by a valuer appointed by the Bank and all such expenses and the fees and the expenses of such valuation/inspection shall be debited to the Borrower in the said loan account/cash credit/current account of the Borrower and be payable accordingly and shall until payment be treated as forming part of the loan secured by this agreement.

12. The Borrower shall cause the Bank's name board to be placed and at all times maintained in a conspicuous place upon and with all godowns, or other places of storage into or upon which any of the hypothecated assets for the time being are or shall be brought during the continuance of this agreement.

13. At all times during the currency of this agreement and as long as any money shall remain due and owing in the said loan account, the Borrower shall maintain in good saleable condition the hypothecated assets at a market value sufficient to cover the balance for the time being due to the Bank with interest. The Borrower shall from time to time on demand by the Bank in writing furnish to the Bank a full and correct statement with such particulars as the Bank may require of the hypothecated assets together with its value and produce such evidence in respect thereof as the Bank may from time to time require.

14. The Borrower shall punctually pay all the rents, rates, taxes and other outgoings of the godowns and the premises wherein the hypothecated assets are kept and shall keep the same unencumbered and free from distress at all times.

15. (a) If the Borrower fails to carry out and perform any of the obligations under these presents or in any event of any damage occurring to the hypothecated assets from any cause whatsoever or if the Borrower is/are declared insolvent or if an order for dissolution/winding up of the Borrower has been made by any court as the case may be or if the Borrower decides to wind up the business or if a decree or order for payment of money is passed or made against the Borrower by a Court of Law and remains unsatisfied for a week after passing or making of the said order or decree or if execution is levied against any property of the Borrower or if any event shall happen or is believed by the Bank to have happened so as in the opinion of the Bank may impair the security hereby created or the credit of the Borrower or if the Bank be of the opinion that the security hereby created is, otherwise imperiled (as to all or any of such matters the opinion of the Bank shall be conclusive) it shall be lawful for

the Bank, its agents and nominees with a view to obtain possession for and on behalf of the Bank at all times and without assigning any reason and without any previous notice to the Borrower but at the Borrower's risk and expenses and if so required as attorney for and in the name of the Borrower to enter any place where the hypothecated assets or any of them may be and take charge and/or possession of all or any part of the hypothecated assets and the Borrower shall afford every facility for placing and shall place the hypothecated assets and every part thereof as the Bank may require in the exclusive possession of and the exclusive control of the Bank in such manner that such possession and control shall be apparent and indisputable. The Bank may also if deemed fit, appoint security guards to protect the hypothecated assets till such time as the hypothecated assets can be sold off and the expenses incurred thereon shall be reimbursed by the Borrower.

(b) The Bank shall not be liable or responsible for any loss, damage or depreciation which the hypothecated assets may suffer or sustain on any account whatsoever while the same are in possession of the Bank during the continuance of this agreement or thereafter and all such damage or depreciation shall be wholly on account of the Borrower howsoever the same may have been caused nor shall the Bank be responsible for any loss resulting from theft or pilferage or otherwise howsoever notwithstanding that the hypothecated assets may be in the possession of or under the control of the Bank.

16.(a) It shall be lawful for the Bank at any time after taking possession of the Hypothecated Assets (without prejudice to the Bank's right for filing suit or any other rights against the Borrower) to recover, receive, appoint receivers or agents of or remove and/or sell either by public auction or private contract after giving 2 days' notice subject to such conditions as the Bank shall think fit or otherwise dispose of or deal with at any time or times the hypothecated assets or any part or parts thereof and/or to enforce, realise, settle, compromise and to deal with any rights or claims regarding any of the hypothecated assets without being bound to exercise or non-exercise thereof and notwithstanding that there may be any pending suit or other proceedings the Borrower undertakes to transfer and deliver to the Bank all relative contracts, securities, bills, notes, hundies and documents and any acts of the Bank in this regard shall be binding on the Borrower.

(b) The Bank shall apply the sale proceeds towards the loan account to the extent of the balance due to the Bank or so much thereof as shall remain unpaid including interest at the rate specified in the agreement until payment and including all costs as between Attorney and Client, charges and expenses incurred by the Bank on any account whatsoever. If the net sum realized by such sale be insufficient to cover the balance due to the Bank, the Borrower shall be liable forthwith to pay the balance appearing due to the Bank on production to the Borrower a statement prepared by the Bank.

(c) In the event of there being surplus available in the net proceeds of such sale after payment in full of the balance due to the Bank it shall be lawful for the Bank to retain and apply the said surplus together with any other money or moneys belonging to the Borrower for the time being in the hands of the Bank in or under whatever accounts as far as the same shall extend against in or towards payment or liquidation of any and all other moneys that shall or may become due from the Borrower whether solely or jointly with any other person or persons,

firm or company to the Bank by way of loans, discounted bills, letters of credit, guarantee, charges or of any other debits to liability including bills, notes, credits and other obligations, current though not then due or payable or other demands legal or equitable which the Bank may have against the Borrower and whether the Borrower shall become or be adjudicated bankrupt or insolvent or be in liquidation or otherwise with interest thereon from the date on which any and all advances in respect thereon shall have been made at the rate of or respective rates at which the same shall have been advanced.

(d) The Borrower agrees to accept without question in and out of Court a statement of account made out from the papers and/or books and/or systems of the Bank and signed by a duly authorised officer of the Bank as conclusive proof of the amount realized by any such sale as aforesaid without the production of any other voucher, document or papers.

17. Notwithstanding anything contained hereinabove, upon the happening of any of the following events, the whole of the loan or entire balance thereof outstanding at the time of happening of the events shall fall due and become payable forthwith by the Borrower/s to the Bank.

- a) In default of payment of any installment as per this agreement;
- b) On committing breach of any of the terms and conditions of the sanction/this agreement.
- c) The Borrower entering into any arrangement or composition with its creditor/s or committing any act the consequences of which may result in the Borrower, if individual, becoming insolvent and if a Company, being ordered to be wound up.
- d) Any process being issued in execution of a decree or attachment before judgment of the properties of the Borrower resulting in the Borrower losing control of his properties or on receipt of a notice of insolvency from the appropriate court or for winding up from the Company Court, if the Borrower is a Company.
- e) A Receiver being appointed for the properties of the Borrower and the Bank believes that the Borrower's properties will be taken possession of by such receiver.
- f) The occurrence of any other event or circumstance, which would or is likely to prejudicially affect in any manner the capacity of the Borrower to repay the loan, the opinion of the Bank in this regard being conclusive.
- g) In case the Borrower is a company and a resolution is passed for the winding up of the Company.
- h) Where the Borrower being a partnership firm an application is filed in any court for dissolution of the firm.
- i) The Borrower ceasing or threatening to cease business or gives notice of the Borrower's intention to do so.
- j) If the Bank apprehends or has reason to believe that the Borrower is utilizing the amount borrowed or any part thereof for any purpose other than that for which the loan has been sanctioned.

18. The Borrower agrees that the sanction letter allowing the facility shall be read in conjunction with the provisions of this agreement and in the event of any inconsistency in this agreement with the aforesaid sanction letter, the terms and conditions mentioned in the sanction letter shall prevail for all intents and purposes.



19. The Borrower further agrees that the Borrower shall pay fee and other charges for processing the loan application, charges for creation of mortgage by deposit of title deeds, inspection charges, valuation charges, legal charges, upfront fee and other fee and charges as stipulated by the Bank from time to time at the rates published in the notice board or posted on the website of the Bank from time to time.

20. The Borrower agrees that if default is made in payment of any installment on due dates then the entire amount of the loan or the balance then remaining outstanding (inclusive of penal interest) and owing to the Bank shall at once become due and payable and on demand being made by the Bank the Borrower shall repay to the Bank all moneys and liabilities then outstanding and owing to the Bank together with interest (inclusive of penal interest) and all other charges and expenses. The Borrower further agrees that in case of such default, the Bank shall have the undisputed right to publish the photograph/s of the Borrower or its constituents as a defaulter to the Bank in daily newspapers or other media as decided by the Bank, at the risk and costs of the borrower and the Borrower hereby conveys his/her/their express consent for such acts of the Bank without any further intimation to the Borrower.

21. The Borrower further agrees that the Bank shall have an unqualified right to recover all the expenses incurred by the Bank of whatever nature in connection with the recovery actions including but not limited to the fees and expenses towards its Advocates and solicitors with regard to obtention of opinions, litigations, both Civil and criminal, initiated either by the bank or against the Bank with respect to the subject loan account and the Borrower hereby irrevocably and unconditionally authorizes and empowers the Bank to debit and recover the same from the loan account, I/we also agree that the Bank shall have an unfettered right of set off or lien towards any dues in this regard.

22. The Borrower agrees that the credit facilities sanctioned are at the sole discretion of the Bank and that the Bank does not have any obligation to meet further requirements of the Borrower on account of growth in business or any other reasons whatsoever without proper review of the credit limits and the Bank shall have the absolute right to suspend, terminate or recall the existing credit facilities without assigning any reasons whatsoever.

23. The Borrower further agrees that during the currency of the Loan and for payment of dues in the said account, the Bank shall have the authority to exercise lien and right to set off and combine accounts without notice and charge on all movable property of every description coming into their possession on account of the Borrower or any one of them or for the time being held by the Bank on behalf of the Borrower or anyone of them whether singly or jointly with others in India or elsewhere including without prejudice to the generality of the above, any moneys, bullion, deposits, deposit receipt for moneys, promissory notes, bills of exchange, hundies, stocks, goods, merchandise, bills notes, etc and other documents evidencing title of the Borrower as creditor or member or shareholder of any corporation/association/company.

24. The Borrower agrees that the Bank may transfer/assign the credit facilities and the securities or the security documents to any other Bank/Financial Institution/Securitisation Company/ Asset Reconstruction Company or any such organization or their agents without

reference to the Borrower for the purpose of securitisation / asset reconstruction or outright sale and in case of such sale the terms and conditions of the credit sanction agreed to by the Borrower with the Bank shall continue to govern and the buying bank/Financial Institution/Securitisation Company/Asset Reconstruction Company or any such organization or their agents shall have recourse to the Borrower and the terms and conditions of sale shall be governed by the agreement entered into by the Bank with the buyer Bank/Financial Institution/Securitisation Company/ Asset Reconstruction Company any such organization or their agents. The Borrower further undertakes to execute any document for doing and executing of all such acts, things, deeds, documents or assurances as the Bank/Financial Institution/Securitization Company may require for perfecting such assignment.

25. The Borrower also agrees that the Bank shall be at liberty to assign /transfer the debt and the benefit of these presents and the securities for the advance and security documents to any bank/institution established or to be established for Refinance, for any refinance obtained by the Bank from the said bank /institution and the Borrower shall if and whenever required by the Bank , at the borrower's own expenses, do and execute and join the doing and executing of all such acts , things , deeds, documents or assurances as the Refinancing institution may require for perfecting such assignments. The Bank shall be at liberty to furnish to such institution any information and /or report whether received by the Bank from the Borrower or otherwise in the Bank's possession.

26. The Borrower declares that the information and data furnished by the Borrower to the Bank are true and correct and specifically agree that as a pre-condition for granting loans/advances/other non-fund based credit facilities, the Bank shall have an unqualified right to disclose the information or data relating to the Borrower, the information or data relating to any credit facility availed of/to be availed by the Borrower, default if any committed by the Borrower in discharge of the obligations or any other information as the Bank may deem appropriate and necessary to the Credit Information Companies or any other agency authorized by the Reserve Bank of India and such agencies may process the information and furnish the processed information for consideration to any banks/Financial Institutions or other credit grantors or registered users as may be specified by the Reserve Bank of India.

27. The Borrower also agrees that the Bank shall have the absolute discretion to disclose the information/data relating to the Borrower or information in respect of the borrowal account with the Bank to any recovery agent/s or agency/ies as the Bank may think fit and such recovery agent/s or agency/ies shall take appropriate steps against the Borrower or against the securities offered to the Bank.

28. The Borrower agrees to accept as conclusive proof of the correctness of any sum claimed to be due to the Bank under this agreement a statement of account made out from the books of the Bank and signed by the duly authorized officer of the Bank or data/print out of the data in respect of the account stored in a floppy, disc, tape or any other form of electro-magnetic storage device or computer system generated printout without production of any voucher, document or paper.

29. Any delay in exercise or omission to exercise any right, power or remedy occurring to the Bank upon any default under this agreement shall not impair or prejudice any such right, power or remedy nor shall they be construed to be a waiver thereof or any acquiescence in such default nor such inaction of the Bank in respect of any default affect or impair any right, power or remedy of the Bank in respect of such default.

30. The Borrower further undertakes not to utilize the amount borrowed or any part thereof for any purpose other than that for which it/they has/have been sanctioned and if the Bank has reason to believe that the Borrower has violated this condition, the Bank is entitled to recall the loan amount or any part thereof immediately. The Borrower agrees that securities created in favour of the Bank shall operate as continuing Security and shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or any part of all or any monies due and payable under the loan sanctioned but shall extend to cover all or any monies that may become due and payable under or in connection with sanctioned loan.

31. The Borrower undertakes to repay the amounts to the Bank as per the repayment schedule prescribed in Schedule II hereto and as per the period provided for the loan. Since the Bank has allocated the loan amounts for the period agreed upon, the Borrower shall be liable to pay commitment charges at such rate as the Bank may specify from time to time if the entire loan sanctioned is not availed of within the stipulated period. Similarly, the Borrower understands that the terms of sanction contain an express/implicit condition to adhere to the repayment schedule stipulated therein and the Bank reserves the right to charge a penalty at such rate as the Bank may specify from time to time in the event of pre-payment of the loan or in case of a take over of the loan by any other Bank or financial institution and the Borrower agrees to this condition.

32. The Borrower agrees that any notice by way of request, demand or otherwise required to be served hereunder shall be sufficiently served if addressed and transmitted to his address registered in the Bank or in the event of no such address being registered, to his/their last known place of residence or business and left at such address or place or forwarded to him/them by post or by courier or by any other means of transmission of documents like fax message or electronic mail service at the address or place aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post addressed properly and it shall be sufficient to prove that the envelope containing the notice was posted and if sent by courier or fax or electronic mail then delivery confirmation slip, fax /electronic mail confirmation message, as the case may be, shall be sufficient proof of service.

33. If the Borrower is a company, the Borrower agrees that they shall not induct on its Board a person whose name appears in the list of Wilful Defaulters published by the Reserve Bank of India and/or any other Credit Information Companies and that in case, such a person is found to be on its Board, the Borrower would take expeditious and effective steps for removal of that person/s from their Board. If the Borrower fails to comply with the said requirement, the Bank shall be entitled to initiate all proceedings as envisaged by law against the Borrower including criminal action, foreclosure and change of ownership

34. That in case of restructuring of loans and if the Borrower is unable to come out of stress due to operational /managerial inefficiencies or for any other reasons and fails to achieve the viability milestones and/or adhere to the ‘critical conditions’, the Borrower hereby agree that the Bank shall have the right at its discretion to initiate change of ownership of the Borrower Company by converting the loan dues to equity shares.

35. That the Borrower shall submit necessary approvals/authorizations (including special resolution by the shareholders), as required under extant laws/regulations, to enable the Bank to exercise the above rights effectively and the Borrower shall also co-operate with the Bank for its effective execution

36. That the Borrower hereby expressly authorize the Bank to approach Income Tax Department and/or any other Government Department/Authority/Agency to access the information (including without limitation, Balance Sheet, Profit & Loss Account, Income Statement and Returns) about the Borrower and their business or activity submitted by the Borrower to such authority or entity, for the purpose of verification of the same with the information submitted by the Borrower to the Bank in relation to the loan/credit facility/ies applied for / availed of from the Bank. This authorization shall continue to be valid and be in force until all amounts due to the Bank under the said loan/credit facility (ies) granted/to be granted by the Bank to the Borrower are fully repaid and received by the Bank

37. Should the Borrower be more than one individual, all shall be bound jointly and severally and if a firm, such firm and all members of the firm from time to time thereof shall be bound hereby jointly and severally notwithstanding any change whatsoever in the constitution or style thereof and whether such firm consists of or be reduced to one individual at any time and also such individual members and their respective heirs, successors, executors and administrators and that should the Borrower be a Limited company, a corporate or unincorporated body, Committee, firm, partnership, trustee or debtors on a joint account, the provision contained herein shall be construed and take effect wherever necessary as if the words importing the singular number also includes the plural number and lastly that if the Borrower be more than one individual at any time any notice served on any one of such individuals shall be deemed to be service of such notice on all such individuals.

Dated this the.....day of.....20.....

SIGNATURE OF THE BORROWER/S

**SCHEDULE – I**

**DISBURSEMENT OF THE LOAN**

1<sup>st</sup> Installment Rs...../-

2<sup>nd</sup> Installment Rs...../-

In a lumpsum of Rs...../-.

3<sup>rd</sup> Installment Rs...../-

**SCHEDULE – II**

**REPAYMENT SCHEDULE**

Amount of installment	Due date of payment of installment	Number & frequency of installments

**SCHEDULE - III**  
**DETAILS OF HYPOTHECATED ASSETS**

SIGNATURE OF THE BORROWER/S

## Key Fact Statement

**LOAN.....(NAME OF THE SPECIFIC LOAN PRODUCT)**

1	Loan amount	
2	Loan term	
3	Interest type (fixed or floating)	
4	(a) Interest chargeable (In case of Floating Rate Loans)  (b) Interest chargeable (In case of Fixed Rate Loans)	(a) .....% ( MCLR +...../ Repo Rate+...../ TBLR +..... )  (b) ..... %
5	Date of reset of interest	
6	Mode of communication of changes in interest rates	
7	Fee payable	
a	On application (PI individually specify all type of fee )	
b	During the term of the loan (PI individually specify all type of fee )	
c	On foreclosure (PI individually specify all type of fee )	

d	Fee refundable if loan not sanctioned/disbursed	
e	Conversion charges for switching from floating to fixed interest and vice-versa	
f	Penalty for delayed payments	
8	EMI payable	
9	Details of security/collateral obtained	
10	Date on which annual outstanding balance statement will be issued	

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