

LOAN AGAINST PROPERTY



IDFC FIRST
Bank

No. IDFCFIRST/SecuredLoans/022022/V.1

NAME : _____

ACCOUNT NUMBER : _____

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INSTRUCTIONS FOR FILLING DOCUMENTS

- All applications to be filled in English in CAPITAL LETTERS
- Any amendments/overwriting to be countersigned
- Documents to be stamped/franked with appropriate stamp duty as applicable

Language	Declaration	Signature (Against appropriate box)
English	I have been read out and explained in the language known to me, the contents of the loan documents and all other documents incidental to availing the loan from IDFC FIRST Bank Ltd. and I have signed the said documents after having understood them and by signing the same I do hereby agree to abide by all the terms and conditions of the loan and the clauses of the same.	
Hindi	आईडीएफसी फर्स्ट बैंक लिमिटेड से ऋण (लोन) प्राप्त करने के लिए ऋण दस्तावेजों तथा आवश्यक अन्य सभी दस्तावेजों की विषय वस्तु को मुझे समझ में आने वाली भाषा में पढ़कर समझा दिया गया है. और इन दस्तावेजों को समझने के बाद मैंने उन पर हस्ताक्षर किए हैं. और उन पर हस्ताक्षर करके एतद्वारा मैं ऋण के समग्री नियमों व शर्तों तथा उनके क्लॉज का पालन करने को सहमत हूँ.	
Marathi	मला कर्जाच्या दस्तऐवजातील आणि आयडीएफसी फर्स्ट बँक लिमिटेड यांचे कडून कर्ज घेण्याशी संबंधित इतर सर्व आनुषांगिक दस्तऐवजातील माहिती, मला समजणाऱ्या भाषेत वाचून दाखविण्यात आली आहे आणि स्पष्ट करून सांगण्यात आली आहे आणि मला ते दस्तऐवज समजल्यानंतरमी त्यावर स्वाक्षरी केली आहे आणित्यावर स्वाक्षरी करून मी ह्याद्वारे कर्जाचे सर्व नियम व अटी आणि मुद्दे यांचे पालन करण्याचे मान्य करत आहे	
Gujarati	મને આઇડીએફસી ફર્સ્ટ બેંક લિમિટેડ પાસેથી લોન મેળવવા લોપ દસ્તાવેજો તેમ જ અન્ય દસ્તાવેજોની બધી વિગતો/ લખાણું હુંજાણું છું એ ભાષામાં મને વાંચી સંભળાવવામાં અને સમજાવવામાં આવ્યું છે અને મેં તે સમજી લીધા પછી સૂચિત દસ્તાવેજોમાં સહી કરી છે તથા તેમાં સહી કરીને હું આ ક્ષારા લોનનાં બધાં જ નિયમો અને શરતો તેમ જ ધારાઓનું પાલન કરવા સહમત થાઉં છું.	
Bengali	আইডিএফসি ফার্স্ট ব্যাঙ্ক লিমিটেড থেকে লোন ভোগ করতে আমার জানা ভাষায় লোন দস্তাবেজ এবং অন্য সব আনুষঙ্গিক দস্তাবেজের বিষয়বস্তু আমাকে পড়ে শোনানো এবং ব্যাখ্যা করা হয়েছে আর সেগুলো বোধগম্য করার পরে বিবৃত দস্তাবেজে আমি স্বাক্ষর করেছি আর সমবিষয়ে স্বাক্ষর করার দ্বারা আমি এতদ্বারা লোনের সমস্ত নিয়ম ও শর্ত তথা সমবিষয়ের ধারাগুলো মেনে চলতে একমত হচ্ছি।	
Assamese	আইডিএফসি ফার্স্ট ব্যাঙ্ক লিমিটেড-ৰ লোন ডকুমেণ্টত থকা তথ্য ইয়াৰ পৰা লোন লওঁতে প্ৰয়োজন পৰা অন্যান্য সকলো ডকুমেণ্টত থকা কথাখিনি মোক পঢ়ি শুনোৱা হৈছে আৰু মই বুজি পোৱা ভাষাত মোক বুজাই দিয়া হৈছে, আৰু উক্ত ডকুমেণ্ট সমূহত মই চহী কৰিছো। সেইবিলাক বুজি পোৱাৰ পিছতহে তথা সেইবিলাকত চহী কৰি মই লোন সংক্ৰান্ত সকলো নিয়ম আৰু চৰ্ত তথা তাৰ দফাসমূহ মানি চলিবলৈ ইয়াৰ দ্বাৰাই সন্মত হৈছো।	
Oriya	ଆଇଡିଏଫସି ଫାର୍ସ୍ଟ ବ୍ୟାଙ୍କ ଲିମିଟେଡ଼ରୁ ଲୋଣ୍ ପାଇବା ପାଇଁ ଲୋଣ୍ ଦତ୍ତାବିରୁ ବିଷୟବସ୍ତୁ ଓ ଲୋଣ୍ ପ୍ରାପ୍ତି ପାଇଁ ପରବର୍ତ୍ତୀ ଅନ୍ୟ ସମସ୍ତ ଦତ୍ତାବିରୁ ବିଷୟରେ ମୋତେ ପରି ଶୁଣା ଯାଇଛି ଏବଂ ମୋତେ ଜଣା ଥିବା ଭାଷାରେ ବୁଝାଯାଇଛି, ମୁଁ ତାହାକୁ ବୁଝିବା ପରେ ଉକ୍ତ ଦତ୍ତାବିରୁରେ ହସ୍ତାକ୍ଷର କରିଛି ଏବଂ ଏହାକୁ ହସ୍ତାକ୍ଷର କରିବା ସହିତ ମୁଁ ଲୋଣ୍ ଦେଉଥିବା ସମସ୍ତ ସର୍ତ୍ତ ଓ ନିୟମାବଳୀ ଓ ଏହାର ଧାରା ପାଳନ କରିବା ପାଇଁ ସହମତ ପ୍ରକାଶ କରୁଛି ।	
Punjabi	ਰਿਣ ਦਸਤਾਵੇਜ਼ਾਂ ਅਤੇ ਆਈਡੀਐਫਸੀ ਫਰਸਟ ਬੈਂਕ ਲਿਮਿਟੇਡ ਤੋਂ ਰਿਣ ਪ੍ਰਾਪਤ ਕਰਨ ਨਾਲ ਜੁੜੇ ਹੋਰ ਸਾਰੇ ਦਸਤਾਵੇਜ਼ਾਂ ਦਾ ਵੇਰਵਾ ਮੇਰੀ ਸਮਝ ਵਾਲੀ ਭਾਸ਼ਾ ਵਿੱਚ ਪੂਰੇ ਸਿੱਧੇ ਸੁਣਾਇਆ ਅਤੇ ਸਮਝਾਇਆ ਗਿਆ ਹੈ ਅਤੇ ਮੈਂ ਚੰਸੇ ਦਸਤਾਵੇਜ਼ਾਂ ਨੂੰ ਸਮਝਣ ਦੇ ਬਾਅਦ ਉਹਨਾਂ ਤੇ ਦਸਤਖਤ ਕੀਤੇ ਹਨ ਅਤੇ ਉਹਨਾਂ ਤੇ ਦਸਤਖਤ ਕਰਨ ਨਾਲ ਮੈਂ ਇਸ ਦੇ ਦੁਆਰਾ ਰਿਣ ਦੇ ਸਾਰੇ ਨਿਯਮ ਅਤੇ ਸ਼ਰਤਾਂ ਅਤੇ ਉਸ ਦੀਆਂ ਧਾਰਾਵਾਂ ਦਾ ਪਾਲਨ ਕਰਨ ਲਈ ਰਾਜ਼ੀ ਹਾਂ।	
Tamil	ஐடிஎஃஃப்சி ஃபர்ஸ்ட் பேங்க் லிமிடெட்டிலிருந்து கடன் பெறுவதற்காக கடன் ஆவணம் மற்றும் இதர ஆவணங்களில் எழுதியுள்ளவை எனக்குத் தெரிந்த மொழியில் படித்து விவரிக்கப்பட்டுவிட்டது. அவற்றை புரிந்து கொண்டு அந்த ஆவணங்களில் நான் கையொப்பமிட்டுள்ளேன். மேலும் கடனிற்கான அனைத்து விதிமுறைகளையும் நிபந்தனைகளையும், அதிலுள்ள விதிகளையும் நான் கடைப்பிடிப்பேன் என்று ஒப்புதல் அளிக்கிறேன்.	
Telugu	ఐడిఎస్సీ ఫర్స్ట్ బ్యాంక్ లిమిటెడ్ నుంచి రుణం పొందడానికి రుణ పత్రాలు మరియు సంబంధిత ఇతర పత్రాల్లోని విషయాలన్నిటినీ నాకు తెలిసిన భాషలో నేను చదివాను మరియు నాకు వివరించారు మరియు వీటిని అర్థంచేసుకున్న తరువాత సదరు పత్రాలపై నేను సంతకం చేశాను మరియు వీటిపై సంతకం చేయడం ద్వారా రుణం యొక్క నియమ నిబంధనల్నిటీకి మరియు వాటి క్లాజులకు కట్టుబడివుండటానికి నేను ఇందు మూలంగా అంగీకరిస్తున్నాను.	
Kannada	ನನಗೆ ಐಡಿಎಫ್‌ಸಿ ಫರ್ಸ್ಟ್ ಬ್ಯಾಂಕ್ ಲಿಮಿಟೆಡ್ ನಿಂದ ಸಾಲ ಪಡೆದುಕೊಳ್ಳುವುದಕ್ಕೆ ಸಂಬಂಧಿಸಿದ ಎಲ್ಲಾ ದಸ್ತಾವೇಜುಗಳು ಮತ್ತು ಇತರ ದಸ್ತಾವೇಜುಗಳ ವಿಷಯಗಳನ್ನು ನನಗೆ ತಿಳಿದಿರುವ ಭಾಷೆಯಲ್ಲಿ ಓದಿ ಹೇಲಾಗಿದೆ ಮತ್ತು ವಿವರಿಸಲಾಗಿದೆ ಮತ್ತು ಅವನ್ನು ತಿಳಿದುಕೊಂಡ ನಂತರವೇ ನಾನು ಆ ದಸ್ತಾವೇಜುಗಳಿಗೆ ಸಹಿ ಮಾಡಿದ್ದೇನೆ ಮತ್ತು ಅವುಗಳಿಗೆ ಸಹಿ ಮಾಡುವ ಮೂಲಕ ಸಾಲದ ಎಲ್ಲಾ ನಿಯಮ ಮತ್ತು ನಿಬಂಧನೆಗಳನ್ನು ಮತ್ತು ಅವುಗಳ ಉಪ ನಿಯಮಗಳನ್ನು ಪಾಲಿಸಲು ನಾನು ಈ ಮೂಲಕ ಒಪ್ಪಿಕೊಳ್ಳುತ್ತೇನೆ.	
Malayalam	ഐഡിഎഫ്സി ഫസ്റ്റ് ബാങ്ക് ലിമിറ്റഡിൽ നിന്ന് വായ്പ എടുക്കുന്നതിനുള്ള വായ്പാ രേഖകളും അതോടൊപ്പമുള്ള മറ്റു രേഖകളും എനിക്ക് വായിച്ചു തിരികയും എനിക്ക് മനസ്സിലാക്കുന്ന ഭാഷയില് വിശദീകരിച്ചു തിരികയും അവ മനസ്സിലാക്കിയ ശേഷം ഞാൻ ഈ രേഖകളിൽ ഒപ്പുവയ്ക്കുകയും ഇതിൽ ഒപ്പുവയ്ക്കുന്നതിലൂടെ വായ്പയുടെ എല്ലാ നിബന്ധനകളും ഉപാധികളും അവയിടെ വ്യവസ്ഥകളും പാലിച്ചുകൊള്ളാമെന്ന് ഞാൻ സമ്മതിച്ചുകൊള്ളുകയും ചെയ്യുന്നു.	
Konkani	आयडीएफसी फर्स्ट बँक लिमिटेड हांचेकडल्यान घेवपाच्या रिणाच्या कागदपत्रांचे आनी रिणाक लागू जाता अश्या हेर सगल्या कागदपत्रांचे मजकूर, म्हाका कळता त्या भाशेंत म्हाका वाचून दाखयलां आनी समजावन सांगला आनी हांवें हे कथीत कागदपत्र समजल्या उपरान्त तांचेर हस्ताक्षर केला आनी तांचेर हस्ताक्षर करुन हांव ह्यावरवीं रिणाच्यो अटी आनी सर्ती आनी त्याच्या कलमांचे पालन करपाक मान्यताय दिता.	
Urdu	آئی ڈی ایف سی فرسٹ بینک لمیٹڈ سے لون حاصل کرنے سے متعلق لون کے دستاویزات اور دیگر تمام دستاویزات کے متن کو میری جانی جانے والی زبان میں پڑھ لیا گیا ہے اور وضاحت کردی گئی ہے اور انہیں سمجھنے کے بعد میں نے مذکورہ بالا دستاویزات پر دستخط کر دیئے ہیں اور اس پر دستخط کر کے میں یہاں اس بات سے راضی ہوں کہ میں لون تمام شرطوں اور ضابطوں اور اُس کی تمام دفعات کی پابندی کروں گا۔	



Mandate Instruction Form for NACH

UMRN Date Utility Code ☒ Create ☐ Modify ☐ CancelSponsor Bank Code I/We hereby authorise To debit (tick ☒) Bank a/c number With Bank IFSC / MICR an amount of Rupees ₹ DEBIT TYPE ☐ Fixed Amount ☒ Maximum Amount FREQUENCY ☒ Monthly ☐ Quarterly ☐ Halfyearly ☐ Yearly ☐ As & when presentedReference 1 Reference 2

1) I agree for the debit of mandate processing charges by the Bank whom I am authorizing to debit my account as per latest schedule of charges of the Bank. 2) This is to confirm that the declaration has been carefully read, understood & made by me/us. I am authorizing the User entity/Corporate to debit my account based on the instruction as agreed and signed by me. 3) I have understood that I am authorized to cancel/amend this mandate by appropriately communicating the cancellation/amendment request to the User entity/Corporate or the bank where I have authorized the debit

From To

Signature Primary Account Holder

Signature of Account Holder

Signature of Account Holder

Or ☒ Until CancelledPhone No.

1 Name as in bank records

2 Name as in bank records

3 Name as in bank records



Mandate Instruction Form for NACH

UMRN Date Utility Code ☒ Create ☐ Modify ☐ CancelSponsor Bank Code I/We hereby authorise To debit (tick ☒) Bank a/c number With Bank IFSC / MICR an amount of Rupees ₹ DEBIT TYPE ☐ Fixed Amount ☒ Maximum Amount FREQUENCY ☒ Monthly ☐ Quarterly ☐ Halfyearly ☐ Yearly ☐ As & when presentedReference 1 Reference 2

1) I agree for the debit of mandate processing charges by the Bank whom I am authorizing to debit my account as per latest schedule of charges of the Bank. 2) This is to confirm that the declaration has been carefully read, understood & made by me/us. I am authorizing the User entity/Corporate to debit my account based on the instruction as agreed and signed by me. 3) I have understood that I am authorized to cancel/amend this mandate by appropriately communicating the cancellation/amendment request to the User entity/Corporate or the bank where I have authorized the debit

From To

Signature Primary Account Holder

Signature of Account Holder

Signature of Account Holder

Or ☒ Until CancelledPhone No.

1 Name as in bank records

2 Name as in bank records

3 Name as in bank records



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Loan Agreement Serial No:

LOAN AGAINST PROPERTY

This Loan Agreement made on the day, month and year set out in the Annexure-I hereto between the person(s) named in the Annexure-I to this Agreement (hereinafter referred to as "The Borrower", which expression shall, unless the context otherwise requires, include his/her/their heirs, executors, administrators, successors, members and permitted assigns) of First Part;

AND

IDFC FIRST BANK LIMITED, (formerly known as IDFC Bank Limited) a company registered under the Companies Act, 2013 and a banking company within the meaning of Banking Regulation Act, 1949 having its Registered Office at KRM Tower, 7th Floor, No: 1, Harrington Road, Chetpet, Chennai - 600031 and among others, a branch office at the place specified in Annexure-I hereto (hereinafter called "The Bank" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the Second Part.

The Borrower and the Bank are hereinafter collectively referred to as 'Parties' and individually as the 'Party'.

WHEREAS, the Borrower has/have approached the Bank for grant/sanction of loan for the amount and the purpose as stated in the Annexure-I hereto which the Bank, vide Sanction Letter as mentioned in Annexure-I hereto, has agreed to grant/extend to the Borrower. The Parties hereto are desirous of recording the terms and conditions in relation to the proposed Loan to be made by the Bank to the Borrower and certain other matters related thereto in the manner hereinafter contained.

NOW, THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires, the following terms wherever used including the recitals, shall have the following meanings:

- a) Age of Oldest Dues – The age of oldest dues is reckoned in days from the date on which the oldest payment is due and continues to remain unpaid. In the aforesaid illustration, if the Dues relating to 1st February 2021 remain unpaid till 01.03.2021, the age of the oldest dues is reckoned as 29 days on 02.03.2021
- b) "Agreement" means this agreement together with its annexure(s) entered into between the Borrower and the Bank.
- c) "Additional Interest" means (a) interest levied by the Bank on delay in payment of the EMI or PEMII or any other amounts due and payable by the Borrower to the Bank and/or (b) interest levied by the Bank from the due date till payment on happening of any Event of Default as set out in Article 7 of this Agreement
- d) Amortization Schedule/Repayment Schedule:-
The Amortization Schedule shall be provided separately after the disbursement of loan and shall consist details pertaining to exact due dates for repayment of loan, breakup between principal and interest, in case of loan facilities with moratorium on payment of principal and or interest, the exact date of commencement of repayment etc., shall also be specified in the said amortization schedule.
- e) "Application" means the application made by the Borrower to the Bank for Loan including all particulars, papers, documents and all other information submitted by the Borrower to the Bank for the purpose of the Loan.
- f) "Applicable Rate of Interest" means the Fixed Rate of Interest or the Floating Rate of Interest as chosen by the Borrower under this Agreement.
- g) "Annexure" means the annexure(s) to this Agreement as amended/modified from time to time, which shall form an integral part thereof.
- h) "Borrower"/"Co – Borrower" means and includes (i) in case of the individual his or her heirs, executors and administrators and in case of more than one Borrower, their respective heirs, executors and administrators, (ii) in the case of a company, incorporated under the provisions of the Companies Act, 1956/2013, its successors in interest and permitted assigns, (iii) in case of a society registered under the applicable laws relating to societies, its successors in interest and permitted assigns, (iv) in the case of a partnership firm within the meaning of the Indian Partnership Act, 1932, any or each of the partners and survivor/s of them and partners from time to time (both their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the firm, (v) in the case of proprietary concern, the proprietor/ proprietress (both in his/her personal capacity and as proprietor/ proprietress of the concern) and his/her respective heirs, legal representatives, executors, administrators and permitted assigns, successors of concern, (vi) in the case of a HUF, the Karta of the HUF and any or each of the adult members/ coparceners of the HUF and their survivor(s) and their respective heirs, legal representatives, executors, administrators and permitted assigns, (vii) in the case of trust, the trust/trustee/s for the time being, its successors i) "Branch/Banking outlet" means the branch of the Bank at the place mentioned in the Annexure-I where the Loan is sanctioned/distributed and shall include any other branch where the Loan account is maintained or transferred to at any time or from time to time at the sole discretion of the Bank.
- j) "Business Day" shall mean a day on which the Branch is open for general business as well as for the purposes of payment, settlement and clearing. In case, any date for payment of any

dues under this Agreement falls on a day that is not a Business Day, such payments shall be made on the preceding Business Day.

- k) Classification as Special Mention Account (SMA) and Non-Performing Asset (NPA)

Lending institutions will recognize the incipient stress in loan accounts, immediately on Default, by classifying them as Special Mention Accounts (SMA) The basis of classification of SMA /NPA Category shall be as follows:

- l) "Conversion Charges" means the fee paid/to be paid by the Borrower to the Bank for the purpose of conversion of Applicable Interest Rate from Fixed Rate of Interest to Floating Rate of Interest or vice versa.

- m) "Due Date" means the date(s) on which any amounts in respect of the Borrower's Dues including the Principal amounts of the Loan, interest and/or any other monies, fall due as specified in the Application Form and/or the Loan Terms and the other Transaction Documents and the schedule hereto and/or any amendment thereof.

- n) "External Benchmark Based Lending" shall mean such REPO rate as may be prescribed by RBI and decided/announced / notified by the Bank from time to time for different maturities.

- o) Dues shall mean the principal/interest/any charges levied on the loan account which are payable within the period stipulated as per the terms of sanction of the credit facility.

- p) "Equated Monthly Instalment (EMI)" means the amount of monthly payment consisting of principal and interest necessary to amortise the Loan.

- q) "First In First Out"(FIFO) - The relevance of 'First in First Out'(FIFO) is in appropriation of payments into the borrower account. The Principle of FIFO i.e., 'First In First Out accounting method is relevant to arrive at the No of days of overdue for determining the SMA/NPA status. The FIFO principle assumes that, the oldest outstanding dues in the loan account needs to be cleared first. The FIFO method thus requires that what is due first must be paid by the borrower first.

For example:- If in any loan account as on 01.02.2021 there are no overdues and an amount of Rs. X is due for payment towards principal instalment/interest/charges any payment being credited on or after 01.02.2021 in the loan account will be used to payoff the dues outstanding on 01.02.2021. Assuming that nothing is paid/or there is partial payment (Rs Y) of dues during the month of February, the overdue as on 01.03.2021 will be Rs. X-Y.

Additionally, an amount of Rs Z becomes due as on 01.03.2021. Now any payment partial payment into the account on or after 01.03.2021 will be first utilized to payoff the partial due of 01.02.2021(RsX-RsY). If there is more recovery that the Rs. X-Rs. Y then after recovering dues of 01.02.201, the remaining amount will be treated as recovery towards due of 01.03.2021.

- r) "Fixed Rate of Interest" means the specific rate of interest applicable on the Loan for specific tenure as mentioned in the Annexure-I.

- s) "Floating Rate of Interest" means the percentage rate per annum decided by the Bank from time to time and announced/ notified by the Bank/ the Lender/ Assignee from time to time and same shall be linked to IDFC MCLR by a margin/s spread as specified from time to time and any change in IDFC MCLR, prior to or subsequent to disbursement of Loan shall lead to change therein and shall be communicated to the Borrower in writing or notified on the website of the Bank/ the Lender/Assignee accordingly

- t) "Growing EMI" means where EMI increases after a specified period of time as mutually agreed between the Borrower(s) and the Bank; "Improvement" includes construction, extension, modification, repair, renovation, maintenance or any act done to (i) upkeep, (ii) maintain and (iii) enhance the utility of, the Property or any part thereof;

- u) "Indebtedness" means any indebtedness in respect of monies borrowed or liabilities contracted (including under guarantees, indemnities, hire purchase and leasing) of the Borrower towards the Bank and shall be deemed to include any indebtedness of any affiliate of the Borrower or a person or entity related to the Borrower, towards the Bank and any indebtedness of the Borrower and/or of any affiliate of the Borrower or a person and entity related to the Borrower towards any subsidiary/ affiliate company of the Bank

- v) "Loan" means the amount of financial assistance sanctioned under this Agreement for the purpose as mentioned in the Annexure-I.

- w) "Loan Account" means account opened by the Bank in the name of the Borrower pursuant to the sanction of the Loan.

- x) "LAP" means loan against property.

- y) "Material Adverse Effect" shall mean the consequence of any event or circumstance which in the sole opinion of the Bank is or is likely to be: (i) adverse to the ability of the Borrower or its Affiliates to perform or comply with its obligations under this Agreement and/or the other Transaction Documents; or (ii) prejudicial to the businesses, operations or financial condition, properties, assets or prospects of the Borrower or its Affiliates.

- z) Non-Performing Asset(NPA) - is a loan or an advance where i interest and /or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan.

(Borrower)

(Co-borrower)

(Co-borrower)

- ii. the account remains 'out of order' as indicated below in respect of an Overdraft/Cash credit (OD/CC).
- iii. the bill remains overdue for a period of more than 90 days in the case of bills purchased and discounted.
- iv. the instalment of principal or interest thereon remains overdue for two crop seasons for short duration crops
- v. the installment of principal or interest thereon remains overdue for one crop season for long duration crops.
- aa) Out of Order – An account shall be treated as "out of order" if
- i. the outstanding balance in the CC/OD account remains continuously in excess of the sanctioned limit /drawing power for 90 days or
- ii. the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days or the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but credits are not enough to cover the interest debited during the previous 90 days period.
- bb) Overdue shall mean the principal/interest/any charges levied on the loan account which are payable, but have not been paid within the period stipulated as per the terms of sanction of the credit facility. In other words, any amount due to the bank under any credit facility is 'overdue' if it is not paid on the due date fixed by the bank.
- cc) "Pre-Equated Monthly Repayment Interest (PEEMI)" means interest, at the rate indicated in the Annexure-I, on the Loan from the date/ dates of disbursement of the Loan to the date immediately prior to the date of commencement of EMI.
- dd) "Prepayment" means premature repayment as per the terms and conditions laid down by the Bank in that behalf and in force at the time of prepayment.
- ee) "Property" shall mean the property more specifically described in the Annexure-I with all the common areas/easements/privileges/development rights/benefits/fixtures and fittings/buildings and structures, present and future, all tangible and/or intangible properties, all accretions, additions, accessories, fixtures and fittings, buildings, structures constructed or erected thereon, owned, acquired/occupied by the Borrower (whether financed by the Bank in whole or in part, or not and/or such property(ies) as may be substituted instead of or added to such property(ies) or both, with the Bank's consent.
- ff) "Sanction Letter" means the letter, if any, issued by the Bank and accepted by the Borrower sanctioning the Loan with the relevant particulars as mentioned in the letter including any such letter issued subsequently with any modification, which shall form an integral part of this Agreement and shall always be read in conjunction with the same.
- gg) "Schedule" means the Schedule(s) to this agreement as amended/modified from time to time which shall form an integral part thereof.
- hh) "Security" shall have the meaning ascribed to it in Article 5 of this Agreement and shall include such security as may be created or agreed to be created by the Borrower in favour of the Bank to secure the Loan and/or the performance of the engagement under this Agreement by the Borrower.
- ii) "Split Rates of Interest" shall mean the combination of Fixed and Floating rates of interest opted by the Borrower(s) and applicable on the Loan Amount, as specified in the Schedule or as may be amended from time to time by the Bank;
- jj) "Step down EMI" means where EMI decreases after a specified period of time as mutually agreed between the Borrower(s) and the Bank, as specified in Schedule hereto;
- kk) "Step up EMI" means where EMI increases after a specified period of time as mutually agreed between the Borrower(s) and the Bank, as specified in Schedule hereto;

Loans other than revolving facilities Annexure to (k)		Loans in the nature of revolving facilities like cash credit/overdraft	
SMA Sub-categories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue	SMA Sub-categories	Basis for classification – Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA-0		upto 30 days	
SMA-1	More than 30 days and upto 60 days	SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days	SMA-2	More than 60 days and upto 90 days

Illustrative movement of an account to SMA category to NPA category based on delay in payment of dues and subsequent upgradation to Standard category at day end process: (Annexure to point (aa) under 1.1)

Due date of payment	Payment Date	Payment covers	Age of oldest dues in days	SMA / NPA Categorisation	SMA since Date /SMA class date	Categorisation	NPA Date
01.01.2022	01.01.2022	Entire dues upto 01.01.2022		NIL			
01.02.2022	01.02.2022	Partly paid dues of 01.02.2022	1	SMA-O	01.02.2022		
01.02.2022	02.02.2022	Partly paid dues of 01.02.2022	2	SMA-O	01.02.2022		NA
01.03.2022		Dues of 01.02.2022 not fully paid 01.03.2022 is also due at EOD 01.03.2022	29	SMA-O	01.02.2022		
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not paid at EOD 01.03.2022	1	SMA-O	01.03.2022		
		No payment of full dues of 01.02.2022 and 01.03.2022 at EOD 03.03.2022	31	SMA-1	01.02.2022 03.03.2022		
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not fully paid at EOD 1.03.2022	1	SMA-O	01.03.2022		

01.04.2022		No payment of dues of 01.02.2022 & 01.03.2022 and amount due on 01.04.2022 at EOD 01.04.2022	60	SMA 1	01.02.2022 03.03.2022		
		No payment of dues of 01.02.2022 till 01.04.22 at EOD 02.04.2022	61	SMA 2	01.02.2022 /02.04.2022		
01.05.2022		No payment of dues of 01.02.2022 till 01.05.22 at EOD 01.05.2022	90	SMA 2	01.02.2022 /02.04.2022		
		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 02.05.2022	91	NPA		NPA	02.05.2022
01.06.2022	01.06.2022	Fully Paid dues of 01.02.2022 at EOD 01.06.2022	93	NPA	NA		02.05.2022
01.07.2022	01.07.2022	Paid entire dues of 01.03.2022 & 01.04.2022 at EOD 01.07.2022	62	NPA	NA	NPA	02.05.2022
01.08.2022	01.08.2022	Paid entire dues of 01.05.2022 & 01.06.2022 at EOD 01.08.2022	32			NPA	02.05.2022
01.09.2022	01.09.2022	Paid entire dues of 01.07.2022 & 01.08.2022 at EOD 01.09.2022	1				02.05.2022
01.10.2022	01.10.2022	Paid entire dues of 01.09.2022 & 01.10.2022	0	Standard Account with No Overdues			STD from 01.10.2022

Note - Examples are illustrative and not exhaustive in nature covering common scenarios and that the IRACP norms and clarifications provided by RBI on the subject will prevail.

1.2. Unless a contrary indication appears, any reference in this Agreement to:

- i. All capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them under the Schedule/relevant Annexure(s);
- ii. Any expression not defined herein but defined in the General Clauses Act, 1897, the meaning or interpretation assigned to such expression therein shall also carry the same meaning herein;
- iii. A person includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
- iv. The singular includes the plural (and vice versa);
- v. Reference to the masculine gender includes references to the feminine gender and the neuter gender and vice versa.
- vi. Unless the context require or otherwise specifically mentioned, reference to the Borrower shall include Co-Borrower as well;
- vii. In the event of any disagreement or dispute between the Bank and the Borrower regarding the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Bank as to the materiality or reasonableness of any of the foregoing shall be final and binding on the Borrower.
- viii. The Sanction letter shall be read in conjunction with the provisions of this Loan Agreement and in the event of any conflict in the terms of the aforesaid sanction letter and this Loan Agreement, the terms of Loan Agreement will prevail over the said Sanction Letter, also the Bank shall be entitled to alter/vary/modify the terms and conditions of this Agreement or the Sanction Letter at any time by notice in writing to the Borrower or notifying the same on its website, either on its own accord or as may be required by any Statutory Authority

2. LOAN AMOUNT, INTEREST, FEES/CHARGES/COSTS ETC.

2.1. Amount of the Loan

The Borrower has requested the Bank to sanction/disburse the Loan which the Bank, based upon the representation, warranties, covenants and undertakings made by the Borrower has agreed to sanction/disburse to the Borrower upon the terms and subject to the conditions mentioned in this Agreement and the Sanction Letter.

2.2. Interest

- a. As mutually agreed between the Bank and the Borrower, the

Borrower has chosen the Fixed Rate of Interest or Floating Rate of Interest as mentioned by the Borrower in the Annexure-I.

- b. The Borrower is / are aware and confirms with the Bank that in case of Floating Rate of Interest, the Bank shall at any time and from time to time be entitled to change the Applicable Rate of Interest depending on the changes in the Marginal cost lending rate (MCLR), and such revised Rate of Interest shall always be construed as agreed to be paid by the Borrower and hereby secured. The Borrower shall be deemed to have notice of change in the Applicable Rate of Interest whenever the change in the Applicable Rate of Interest is displayed / notified by the Bank. The change in the Applicable Rate of Interest on account of the aforesaid shall become effective from the EMI payment date falling next after such change.
- c. In case of Fixed Rate of Interest, the Borrower covenants with the Bank that notwithstanding the Applicable Rate of Interest being fixed, the Bank may in its sole discretion alter the applicable rate of interest suitably and prospectively, on account of changes in the internal policies of the Bank or if unforeseen or extraordinary changes in the money market conditions take place during the period of the Agreement or due to any other reason whatsoever. The Bank shall be the sole judge to determine whether such conditions exist or not. If the Borrower is not agreeable to the revised rate by the Bank then within fifteen Business Days of receipt of the notice from the Bank intimating the change, the Borrower shall request the Bank to terminate the Loan and shall repay the Loan together with interest, cost and such other amounts as may be due to the Bank in full in accordance with the provisions of this Agreement relating to Pre-payment.
- d. The Borrower agrees that in case of Fixed Rate of Interest, post the completion of the fixed rate tenure, the Borrower will have an option to continue at the then applicable fixed/floating rate by communicating the same, in writing, to the Bank. If no such communication intimation is received from the Borrower, the Bank shall be at liberty to charge interest at the then Floating Rate of Interest.
- e. In case of Floating Rate of Interest or Split Rates of Interest, upon any change in interest rate or if the Borrower(s) make(s) prepayment, then either the EMI or loan tenure will change.
- f. Notwithstanding anything to the contrary contained in this Agreement, the interest payable by the Borrower shall be subject to the changes in applicable rate of interest made by the Reserve Bank from time to time.
- g. Interest on the Loan shall begin to accrue from the date of debit to the Loan Account simultaneously with the Bank's disbursement of the Loan by issuing disbursement payment order/demand draft or otherwise without the Bank concerning itself with the receipt of such disbursement by the beneficiary/recipient and also with the realisation of such payment order /demand draft or the time taken in such realisation.

- h. Interest on the Loan shall be computed and debited to the Loan account as following:
- On the day of each calendar month / quarter / half year / year as stated in the Annexure-I;
 - Taking the basis of 365 days a year;
 - On the amount outstanding on the last day of the preceding period of one month/quarter/half year/year as stated in the Annexure-I.
 - Interest from the date of debit to the Loan Account till the commencement of the EMI shall be payable every month as per the PEEMI mentioned in the Annexure-I, if applicable.
- i. The Bank may charge additional interest on the amounts due at the additional Rate of Interest in accordance with the terms of this Agreement.

2.3. Fees/Charges/Costs

- a. The Borrower has paid/agreed to pay on or before the disbursement of the Loan to the Bank the processing charges, service charges, (including Goods & Service Tax, if any), disbursement charges, collection charges (if payments are made to a third party beneficiary), penalties (if any), registration charges, other charges/fees/costs etc. as mentioned in the Annexure-I. Such processing fees, service charge and /or other charges/fees/costs shall be non-refundable and would be payable to the Bank whether or not the Loan has been drawn down.
- b. The Borrower further agrees and covenants with the Bank to promptly pay (a) the applicable stamp duty on this Agreement and also on such other documents as may be executed in relation to/ or incidental to the presents (b) all present and future taxes which may include any duties, expenses and other charges whatsoever in relation to this Agreement, the Loan, the Property and/or the Security or any other charges or benefits under this Agreement including interest (overdue interest/ additional interest), penalty and (c) all other charges, costs and expenses from time to time specified by the Bank (including all costs and expenses incurred or paid by the Bank) in relation to this Agreement and/or any Security including those incurred for repossession and/or sale of Property and/or any Security and/or for recovery of the Loan or any part thereof.

In case of failure of the Borrower to pay the foregoing, the Bank shall be entitled to debit all other amounts due and payable by the Borrower under this Agreement to the Loan Account and the same shall form part of the Loan.

- c. Processing Fees: The Borrower acknowledges that processing fee has been paid by the Borrower upfront as an Application Fee or such fees as stipulated in the Sanction Letter/ Schedule which shall be, deducted from the Loan amount at the disbursement of the Loan. The Borrower acknowledges that the processing fees are non-refundable in case the Borrower does not avail the sanctioned Loan.
- d. Application Fees: The Borrower acknowledges that Application Fees has been paid by the Borrower upfront together with the Application Form or Processing Fees and such other Fees as stipulated in the Sanction Letter/Schedule. The Borrower acknowledges that Application Fees, Processing Fees and such other fees is non-refundable.

3. DISBURSEMENT

- 3.1. The Bank shall, subject to the provisions of this Agreement and unless agreed between the Borrower and the Bank otherwise, disburse the Loan in one or more tranches by issuing a Banker's Payment Order or a Demand Draft crossed as "A/c Payee only" or National Electronic Fund Transfer or Real Time Gross Settlement Systems:

- In the name of the seller or vendor towards payment of the purchase price of the Property from whom the Property is being purchased utilising the Loan; or
 - In the name of the materials supplier, civil contractor or any other person as notified by the Borrower towards the materials, labour or professional costs, towards the construction or improvement or repair or extension of the Property; or
 - In the name of the previous financier towards the repayment of the previous loan to be taken over by utilising the Loan; or
 - In the name of the Borrower/Co-Borrower, at the discretion of the Bank.
- The disbursement made in terms of (a) to (c) above shall be deemed to be a disbursement to the Borrower. The Borrower shall be required to make disbursement request to the Bank as per the tentative disbursement schedule mentioned in the Schedule. However, in case of any dispute, the decision of the Bank shall be final.

- 3.2. The Bank may not disburse or further disburse, at any time, any amount under the Loan unless the following conditions are complied with in the sole discretion of the Bank:

- The Borrower shall have duly executed and delivered this Agreement to the Bank;
- The Borrower shall have satisfied the Bank of the Borrower's clear and marketable title to the Property;
- If required by the Bank, the Borrower shall have submitted to the Bank the certificate issued by the architect approved by the Bank with respect to the progress of construction of the Property.
- The Borrower shall have submitted to the Bank a certificate of employment from his employer and his financial statements;
- The Borrower shall have submitted to the Bank post-dated

cheques, standing instructions, electronic clearing system towards repayment of EMIs / P-EMIs amount;

- No event of default shall have occurred;
- The Borrower shall have assigned in favour of the Bank, the insurance policy(ies) as may be required by the Bank;
- Any other document or writing as the Bank may require in its sole discretion.

- 3.3. Notwithstanding, anything to the contrary contained herein, the Borrower does hereby confirm that the disbursement shall be deemed to have been made on the date on which the Bank debits the Loan Account simultaneously with the disbursement of the Loan in terms of Clause 3.1 without the Bank concerning itself with the receipt/realisation of such disbursement by the beneficiary/recipient.

- 3.4. The Borrower agrees and undertakes that in case the Loan is not withdrawn during Availability Period, the Bank shall be entitled to withhold and/or cancel fully and absolutely any further disbursement under the Loan. In such an event, the Bank shall be entitled to recall any disbursed amount of the Loan together with interest, fees, costs, charges and expenses and all other amounts payable under this Agreement.

- 3.5. If the entire amount of the Loan is not fully drawn by the Borrower within a period of one month from the Effective Date or from the date as mentioned in the Sanction Letter of the Loan or such other period as may be specified by the Bank in writing, EMIs shall be altered and re-scheduled in such manner and to such extent as the Bank may, in its sole discretion, decide and the repayment shall thereupon be made as per the said alteration and re-scheduling notwithstanding anything stated in this Agreement.

- 3.6. Notwithstanding, anything to the contrary contained herein, the Bank shall not in any event or circumstance be liable or be construed as being liable to disburse any amount beyond the Loan amount for any reason whatsoever.

4. REPAYMENT

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

- at the Branch (or at any other branch of the Bank or at any other place as may be notified by the Bank) by way of post-dated cheque and/or standing instruction and/or electronic clearing system or in any other manner as the Bank may specify from time to time in writing.
- by way of EMI as mentioned in the Annexure-I towards repayment of principal and interest; and
- by way of amount calculated as per PEEMI and as mentioned in the Annexure-I, in case where the Loan is proposed to be paid before the commencement of EMI or towards repayment of interest before the commencement of the EMI.
- The Borrower will amortise the Loan as stipulated in the Schedule attached hereto, subject to any other changes in such amortisation as communicated later in writing by the Bank to the Borrower. However, in the event of delay or advancement, for any reason whatsoever, in the disbursement of the Loan, the Due Date of payment of first EMI shall in such case be the corresponding day of the following months to the day currently stated in the Schedule attached hereto.
- Unless otherwise agreed to/by the Bank, any amount due and payable or received by the Bank, shall be adjusted/ appropriated in following order without any prior intimation to the Borrower: Firstly, towards costs, charges, expenses and other monies due and payable by the Borrower to the Bank; Secondly towards overdue and penal interest due and payable and/or accruing and payable to the Bank; Thirdly towards interest due and payable and/or accruing due and payable to the Bank; Lastly towards repayment of the amount of instalments of the Principal due and payable by the Borrower to the Bank;

- 4.2. No notice, reminder or intimation will be given to the Borrower regarding the Borrower's obligation to service the Loan/ other dues under this Agreement on each due date. It shall entirely be the Borrower's responsibility to ensure prompt and timely payment to the Bank.

- 4.3. Notwithstanding anything to the contrary contained in the present, the Borrower agrees with the Bank that the Bank shall have the right at any time or from time to time to review and reschedule the repayment terms of the Loan or of the outstanding amount thereof in such manner and to such extent as the Bank may at its sole discretion decide.

- 4.4. The Borrower also undertakes and agrees to pay the interest on the loan, free from any deduction whether on account of tax or otherwise. Should any applicable law at any time require any deduction or withholding to be made from a payment, Borrower's liability in respect of such payment shall be for a revised amount such that after making of such deduction or withholding, the net payment shall be equal to the amount which the Bank would have received, had no such deduction or withholding been made. The Borrower shall hold the Bank harmless and fully indemnified for any claim which may be made in this regard by any tax authorities and undertake to pay forthwith any such demands which the Bank may become liable to pay. If the Borrower fails to pay the amount so demanded by the Bank, then the Borrower hereby authorises the Bank to enforce the Security, for the purpose of recovery of the said tax amount.

- 4.5. The Borrower agrees and confirms of the amounts payable by the Borrower in terms of the Agreement under various heads towards diverse costs and charges and is aware that all amounts so paid by the Borrower shall be treated by the Bank as conclusive payments by the Borrower

towards those respective costs and charges. The Borrower agrees that if at any time it is discovered that there are any amounts due to the Bank for which credit was erroneously passed by the Bank, then notwithstanding any NOC etc. that may have been issued by the Bank, the Bank shall be entitled to claim such amounts from the Borrower and the Borrower shall make such payment on a demand by the Bank to that effect.

4.6. Delay in payment of EMI etc.

- i. On happening of any Event of Default as set out in Article 7 of this Agreement:
 - a. Such defaulted amount shall carry additional interest, computed from the respective due dates and shall be compounded on daily basis; and
 - b. The Borrower shall at its own cost create additional security interest in such form and manner as may be required by the Bank.
- ii. The additional interest shall be charged / debited to the Loan Account on the respective due dates and shall be deemed to form part of the outstanding Loan.

4.7. EMIs may be either Fixed or Step up or Step down. In case of Step up EMIs, the EMIs shall increase after the payment of mutually agreed EMIs as specified in Schedule hereto. The indicated EMI shall be the EMI for the first repayment. In case of Step down EMIs, the EMIs shall decrease after payment of mutually agreed EMIs as specified in Schedule hereto.

Post Dated Cheque (PDC)/Standing Instruction (SI) / Electronic Clearing System (ECS):

- i. All the payments, if the Bank so decides, may be collected through PDCs which shall be handed over at Branch and submission of such PDCs shall be deemed to be an unconditional and irrevocable authority given by the Borrower to the Bank to present the cheques on their respective dates. The Bank shall have the authority to fill and finalise all such instruments. The expression PDC shall wherever the context so requires shall be deemed to include 'Electronic Clearing System' and 'Standing Instruction'.
- ii. The Borrower shall submit with the Bank such minimum number of PDCs as may be prescribed by the Bank from time to time. Such PDCs shall be deemed to have been given for adequate consideration already received by the Borrower and shall not absolve the Borrower from its liability to pay the said sums hereunder until the PDC is duly realized.
- iii. It is expressly agreed and understood that the Borrower shall at no time issue any communication to the Bank for stopping or postponing the presentment of the PDCs and the Bank is not bound to take notice of any such communication and which, if issued, will be regarded as a breach of this Agreement.
- iv. The Borrower agrees in the event of any dishonour of PDC/SI/ECS instruction the Borrower agrees to pay a dishonour charges as shall be intimated by the Bank to the Borrower, in addition to any additional interest that may be levied by the Bank.
- v. The Borrower undertakes that in the event of any variation in:
 - a. The date of payment of EMI or any other amount payable under this Agreement;
 - b. The amount of interest, principal or EMIs;
 - c. The numbers thereof; or
 - d. The value of the Property,

or

if otherwise required by the Bank, the Borrower shall forthwith issue fresh PDCs/ ECS/SI instructions to the Bank as may be required by the Bank

- vi. If the Borrower at any time during the tenure of the Loan, wishes to replace any PDC with another then the Borrower will be required to pay swap charges as may be determined by the Bank for every PDC so replaced. It is clarified that it shall be at the sole discretion of the Bank to either replace the PDC or to refuse the same.
- vii. The Borrower hereby undertakes that the Borrower shall not close the account on which the PDC/SI/ECS is issued and also shall not change the authorized signatory/ies to the said account (where the Borrower is a company/ partnership firm) without the prior consent of the Bank.
- viii. Notwithstanding anything to the contrary contained in this Agreement and irrespective of the mode of repayment selected by the Borrower, upon any default by the Borrower in repayment of any of the EMI/PEMI/any other amount due under the Agreement, the Bank shall be entitled, without prejudice to its other rights under the Agreement or law, to present and/or re-present the PDC issued by the Borrower in favour of the Bank.
- ix. The Borrower shall not demand any return of the said PDCs or any other documents provided to the Bank in relation to the Loan at any point of time; in case of foreclosure of Loan, such PDCs will be destroyed by the Bank

4.8. In case the Borrower has availed internet banking facility of the Bank for repayment of the Loan, then in that event, the Borrower shall, in addition to the provisions of the presents, be bound by the rules and regulations formulated by the Bank in regard to internet banking facility.

4.9. Prepayment of Loan

- a. The Bank may, at its sole discretion and on such terms as to pre-payment fees, etc., as it may prescribe from time to time, permit pre-payment or acceleration of EMIs at the request of

the Borrower. Subject to the applicable laws and if permitted by the Bank, the Borrower shall be entitled to give prior written notice of his intention to pre-pay the full/part amount of Loan in accordance with the terms of this Agreement and pay to the Bank such charges mentioned in the Annexure-I, as amended from time to time.

- b. Subject to above, if the Borrower pre-pays only a part of the Loan, the Bank shall be entitled to adjust the amount prepaid against the amount payable by the Borrower in such manner as the Bank thinks fit. In such an event the Bank shall be entitled to reschedule the repayment schedule at its sole discretion and the Borrower agrees to adhere to such altered re-payment schedule.

4.10. Recall of the Loan by the Bank:

The Borrower agrees that the Bank shall be entitled to, at any time, in its discretion, recall the Loan by giving to the Borrower notice in writing. It is specified that the Repayment Schedule to add to Annexure I in each case, is without prejudice to the Bank's right to recall the entire Loan and to demand payment of the Loan. Upon the expiry of the period of notice, if any given, the Loan shall immediately stand repayable by the Borrower to the Bank.

5. SECURITY

5.1. 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 by:

- i. Exclusive charge by way of mortgage in favour of the Bank over the Property
- ii. Any other security as specified in the Annexure-I or as may be specified from time to time by the Bank.

5.2. The Borrower shall also furnish and issue such power(s) of attorney in the manner as prescribed by the Bank from time to time to ensure the creation of a mortgage in favour of the Bank and for such other purposes to further secure the Loan.

5.3. The Bank shall have the right to decide, at its sole discretion the place, timing and the manner of creation of mortgage or creation of any other security/additional security to be created by the Borrower for securing the Loan and all other amounts as aforesaid and the Borrower shall be bound to create such security as may be required by the Bank. The Borrower undertakes to execute such bonds, promissory notes, undertakings and such other documents as may be required by the Bank for the purpose of securing the Loan.

5.4. The Bank shall be entitled to call upon the Borrower and the Borrower shall be liable to furnish to the Bank additional security as decided by the Bank in the event of the dues being more than the market value of the Security or otherwise required by the Bank

5.5. The Borrower shall not sell, charge, lease, surrender, assign, transfer, let, further encumber or otherwise howsoever alienate, transfer, create interest in favour of any other person or deal with/in the Property/Security or any part thereof or during the continuation of the obligations under this Agreement.

5.6. The Borrower shall (i) comprehensively insure and keep insured the Property through out the tenure of the loan with an insurance company against loss by fire, earthquake, floods and any loss or damage to the Property due to any force majeure or Act of God or other damages; (ii) obtain insurance cover against the risk of death and injury to the Borrower, with the Bank as sole beneficiary (wherever permissible by prevailing regulations) and submit to the Bank original insurance policy document(s) and premium/a payment receipts thereof. The borrower can independently & voluntarily purchase the above insurance coverage from any insurance company & is in no way obligated to purchase it only through IDFC FIRST Bank. The Borrower shall make punctual payment of all premia of the insurance policies and shall ensure that no acts /omissions occur in this regard which may invalidate such insurance during the currency of the loan.

In case such insurance premium paid by the Bank on behalf of the Borrower to the insurance company shall be deemed to be part of the Loan availed by the Borrower and shall be added as the principal amount to the Loan granted herein and shall form part of the Loan. The insurance premium being a part of Loan may be disbursed by the Bank directly to such an insurance company approved by the Bank and such disbursement shall be deemed to be disbursement to the Borrower. The Borrower shall repay to the Bank the amounts paid by the Bank to the insurance company towards insurance premium as mentioned above as part of repayment instalments. Wherever the Borrower agrees for the insurance coverage, (except for the premium amount) all expenses, charges, fees service tax and other taxes etc. as applicable shall be incurred and paid by the Borrower. In the even the said charges are paid by the Bank on Borrowers behalf, the Borrower shall reimburse the same to the Bank within 24 hours of the Bank's demand. Notwithstanding what is stated in this clause, Borrower hereby expressly agrees and confirms that the insurance contract is between the insurer & the Borrower and the Bank shall not responsible in any manner whatsoever related to the insurance contract (including but not limited to the case where the risk is accepted/not accepted, partially/ fully by the insurer) and the Borrower will continue to remain liable for all the dues payable by it to the Bank under this Agreement. Borrower hereby also expressly agrees and confirms that in case the risk is not accepted by the insurer, the premium amount paid by the Bank directly to the insurance company on behalf of the Borrower shall be returned directly to the Bank and will be adjusted by the Bank in loan tenure alteration.

5.7. Notwithstanding what is stated in aforesaid clause Borrower hereby under takes that until any moneys are due or outstanding under this Agreement, the Borrower shall ensure that the insurance policy/ies wherein the Bank is the sole beneficiary are valid, subsisting and operative by complying with the terms of issue of such insurance policy/ies including the timely payment of the premium for such policy/ies and agree to produce the necessary proof/receipts of such validity/subsistence/ operativeness to the Bank whenever required. The Borrower shall ensure to have the property insured at all times during the subsistence of the Loan.

5.8. Any security (ies) furnished by the Borrower(s), under any other agreement entered into or to be entered into with the Bank, including its subsidiaries shall be deemed to be the security (ies) under this Agreement. Further the Borrower(s) agree(s) that the security (ies) offered in respect of this Loan shall be deemed to be continuing security (ies) in respect of other loan(s)/ facility (ies) obtained/to be obtained by the Borrower(s) from the Bank and shall not be discharged till such time all the loan(s)/facility (ies) are fully discharged to the satisfaction of the Bank.

5.9. The Borrower acknowledges that in the event of repayment by the Borrower of the Loan and other amounts due under this Agreement but there being any outstanding by the Borrower under any other financial facility availed of by the Borrower from the Bank or any other person from the Bank for which the Borrower has extended his guarantee, then in such event, the Bank shall not be obliged to release the Security and the Borrower hereby authorizes the Bank to extend the Security to cover such outstanding financial facility.

6. BORROWER'S REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS

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

- a. Information furnished in the Application is true and complete in all respects;
- b. All consents, approvals, clearances, permissions, authorizations or requirements required in connection with the execution and validity of this Agreement and for creation / perfection of Security in favour of the Bank have been obtained and are in full force and effect;
- c. There has been no material adverse change in the financial position of the Borrower nor has any event taken place which is prejudicial to the interest of the Bank which is likely to materially and/or adversely affect the ability of the Borrower to perform all or any of its obligations under this Agreement.
- d. The Loan shall be utilised only for the Purpose.
- e. The Borrower shall allow any person authorized by the Bank to have free access to the Property for the purpose of inspection/ supervision of the Property;
- f. There are no pending claims demands litigation or proceedings against the Property before any court or authority;
- g. The Borrower shall notify the Bank of any event or circumstances which might be or become a cause of delay in the commencement, construction or completion of the construction/purchase/ modification of the Property;
- h. The Borrower/Co-Borrower is (when the Property is in existence) or shall be (when the Property shall come in existence upon the proposed utilization of the Loan) absolutely seized and possessed with and sufficiently entitled to the Property and shall not during the tenure of this Agreement create any encumbrance over the Property or any part of it. The Borrower shall not combine, merge, amalgamate or consolidate the Property with any other property with any right of way or easement in to or over the Property;
- i. There are no mortgages, lien, charges or other encumbrances or any other rights of way, light, water or other easements or right of support on the whole or any part of the Property, save and except those as may be disclosed to the Bank.
- j. Any third party rights created by the Borrower over the Property or any part of it (including by way of license or tenancy or use as guest house or otherwise) shall be subject to the charge of the Bank over the Property.
- k. The Borrower shall not change the residential status of the Property and maintain the Property in good order and habitable condition and shall also duly pay all taxes and other duties payable in relation to the same. The Borrower shall submit with the Bank documentary evidence towards payment of the forgoing;
- l. The Borrower shall file Notice of Intimation or such other details in respect of mortgage created/to be created over the Property with the concerned registrar and any other authority as required by the applicable laws and the Bank;
- m. The Borrower shall whenever required by the Bank submit statements of annual income certified and audited by a practicing chartered accountant along with a copy of the tax returns filed with the income tax authorities duly certified by such chartered accountant and such other information/ documents concerning employment, trade, business, profession or otherwise as the Bank may require from time to time;
- n. Wherever applicable, the Borrower shall inform the Bank of any likely change in his employment or about his/her superannuation/ retirement.
- o. The Borrower shall (in case of more than one borrower) be jointly and severally liable to repay the Loan, interest and all other sums due and payable under this Agreement and to observe its terms and conditions;
- p. Wherever applicable, the Borrower shall notify the Bank regarding the change in his/her/their status as a resident/ non-resident Indian. In case of being non-resident Indian/person of India origin, shall abide by and fulfil the provisions of Foreign Exchange Management Act, 1999, as amended from time to time and all other applicable laws with respect to purchasing, retaining, using, selling immovable property in India and repatriating proceeds outside India and shall indemnify and keep indemnified the Bank in that behalf.
- q. All the amounts including the amount of own contribution paid/ payable in connection with the Property as well as the Security is/shall be through legitimate source and does not/shall not constitute an offence of money laundering under the Prevention

of Money Laundering Act, 2002.

- r. The Borrower hereby certifies that he/it/they have declared his/ its/their status as per the rules applicable under section 285BA of the Income Tax Act, 1961 (the Act) as notified by Central Board of Direct Taxes (CBDT) in this regard.
- s. The Borrower certifies that the information provided by the Borrower to the Bank is to the best of the Borrower's knowledge and belief, true, correct and complete and that the Borrower has not withheld any material information that may affect the assessment/categorization of the account as a reportable account or otherwise.
- t. The Borrower undertakes the responsibility to declare and disclose within 30 days from the date of change, any changes that may take place in the information provided to the Bank.
- u. The Borrower also agrees that failure to disclose any material fact known to the Borrower, now or in future, may invalidate the Borrower's application and the Bank would be within its right to put restrictions in the operations of the Loan Account or close it or report to any regulator and/or any authority designated by the Government of India (GOI) /Reserve Bank of India for the purpose or take any other action as may be deemed appropriate by the Bank if the deficiency is not remedied by the Borrower within the stipulated period.
- v. It shall be the responsibility of the Borrower to educate himself/ itself/themselves and to comply at all times with all relevant laws relating to Foreign Account Tax Compliance Act (FATCA)/(CRS) reporting.
- w. The Borrower also agrees to furnish and intimate to the Bank, any other particulars that are called upon the Borrower to provide on account of any change in law either in India or abroad in the subject matter herein.
- x. The Borrower indemnifies the Bank for any loss that may arise to the Bank on account of providing incorrect or incomplete information.
- y. The Borrower shall not, in case the Borrower being a Company, permit any change in the ownership or control of the Borrower whereby the effective beneficial ownership or control of the Borrower shall change in any manner whatsoever, without the prior written consent of the Bank;
- z. The Borrower shall not, in case the Borrower being a Company, decide or enter into any scheme of merger, amalgamation, compromise or reconstruction without the prior written consent of the Bank;
- aa. The Borrower shall not, in case the Borrower being a Company, make any amendments in the Borrower's Memorandum and Articles without the prior written consent of the Bank;
- bb. The Borrower shall not, in case the Borrower being a Company, declare any dividend if any instalment towards principal or interest remains unpaid on its due date;
- cc. The Borrower shall not, in case the Borrower being a limited liability partnership, make any changes in the LLP Agreement, constitution of the firm, composition of its partners and the registered office of the Borrower without the prior written consent of the Bank;
- dd. In case the Borrower being a limited liability partnership, the Borrower confirms that the Bank has sanctioned the Loan to the Borrower by relying upon inter alia the provisions of section 33(2) of the Limited Liability Partnership Act, 2008 and in the event that any modification is carried out by the Borrower in the LLP Agreement without notice to the Bank, the Bank would enforce the obligations of the Borrower and the partners against each of the partners in their individual capacity.
- ee. The Borrower shall not, in case the Borrower being a partnership firm, change the composition of its partners;
- ff. Except to the extent disclosed to the Bank : (i) all the Borrower's contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arms' length basis; (ii) (a) where the Borrower is an individual, he/ she is not a director or specified near relation of a director of a banking company; (b) where the Borrower is a partnership firm/ HUF/ limited liability partnership firm, none of the partners or members of the HUF is a director or specified near relation of a director of a banking company; and (c) where the Borrower is a joint stock company, none of its directors, is a director or specified near relation of a director of a banking company; (iii)(a) where the Borrower is an individual, that he/ she is not a specified near relation to any senior officer of the Bank, (b) where the Borrower is a partnership firm/HUF/ limited liability partnership firm, none of the partners or members of the HUF, is a specified near relation of any senior officer of the Bank, and (c) where the Borrower is a joint stock company, none of its directors, is a specified near relation of any senior officer of the Bank
- gg. The Borrower shall ensure that neither the Borrower nor any director/partner/member of the Borrower has been declared a wilful defaulter; in case any director/partner/member has been declared as a wilful defaulter, the Borrower shall take expeditious steps for removal of such person
- hh. The Borrower shall not, during the tenure of this Agreement, avail of or obtain any further loan or facility on the security of the Property without the prior written consent of the Bank.
- ii. The Borrower acknowledges and accepts the rates of interest and its calculation method, other fees, charges and all other amounts payable as per the terms of this Agreement as reasonable and the Borrower has understood the meaning of each terms and financial implications, amounts payable and liabilities and obligations created under this Agreement.

- jj. The Loan is an uncommitted Loan and can be recalled by the Bank on demand, and may be cancelled and repudiated in part or in entirety by the Bank, at any time without notice and without giving any reason.
 - kk. The Borrower further agrees that the security created shall also be security for :
 - (a) all other monies that may be due and payable by the Borrower to the Bank, including its subsidiaries/affiliates/ assignee, on any account whatsoever, whether present or future, including any liability of the Borrower as a surety or co-obligator either singly or along with any other person
 - (b) Loan granted/continued to the Group companies/associate of the Borrower as declared from time to time.
 - ll. The Borrower agrees with, and under takes that the Bank shall have an exclusive charge over the security created and that the Borrower shall not create any other encumbrance, charge or security interest in the security so created or any of them in favour of any other person or body, except with the prior written consent of the Bank. The charge/ security created by the Borrower under this Agreement shall continue and remain in force till such time all other dues under this Agreement and in respect of all other loan/ facility obtained/to be obtained by the Borrower from the Bank, and group companies are fully discharged and the Bank/ group companies issue a certificate of discharge. The security created under this Agreement and the liability of the Borrower shall not be affected, impaired or discharged by winding up (voluntary or otherwise) death/dissolution/insolvency or by any merger or amalgamation, reconstruction, takeover of the management, dissolution or nationalisation (as the case may be of the Borrower. The Borrower covenants that the security provided by the Borrower shall remain valid for the balance due to the Bank, or any other financial benefits obtained by the Borrower from any of the group companies.
 - mm. The Borrower understands and acknowledges that EMIs will be increased by any incremental taxes, whether Sales tax, Goods and Service Tax, Entry tax or Excise duty or any other related and consequential charges now or hereafter levied on this transaction, with retrospective or prospective effect. The Borrower/Co-Borrower and/or Guarantor agrees and undertakes to promptly (and in any event within 7 days of being so required by the Bank) pay:
 - (a) all present and future duties, taxes, expenses and any other charges whatsoever in relation to this Agreement, and
 - (b) all other charges, costs and expenses from time to time specified by the Bank (including all costs and expenses incurred or paid by the Bank) in relation to this Agreement in accordance with the provisions of this Agreement and
 - (c) all expenses and charges, including legal charges, incurred by the Bank for enforcement of this Agreement and/or any Security including those incurred for repossession and/or sale of the Vehicle(s) and/or for recovery of the balance Loan with other dues. If the Bank in its discretion makes any such payments, the Borrower/Co-Borrower and/or Guarantor undertakes to reimburse the Bank within 7 days of being informed by the Bank of the same, along with interest thereon at the rate mentioned in the Schedule in respect of the Loan. In particular, the Borrower agrees and undertakes to pay the charges, costs and expenses as mentioned in the Agreement.
 - nn. Any dispute being raised about the computation of EMI's will not entitle the Borrower to withhold payment of any EMI's or any portion thereof. It is agreed and understood by the Borrower that the obligation of the Borrower to pay the EMI's is absolute and unconditional pursuant to his having executed this Agreement. Dishonour of any ECS/SI/NACH shall attract dishonour charges as mentioned in the Schedule hereunder
 - oo. The Borrower understands and acknowledges that EMIs will be increased by any incremental taxes, whether Sales tax, Goods and Service Tax, Entry tax or Excise duty or any other related and consequential charges now or hereafter levied on this transaction, with retrospective or prospective effect. The Borrower/Co-Borrower and/or Guarantor agrees and undertakes to promptly (and in any event within 7 days of being so required by the Bank) pay: (a) all present and future duties, taxes, expenses and any other charges whatsoever in relation to this Agreement, and (b) all other charges, costs and expenses from time to time specified by the Bank (including all costs and expenses incurred or paid by the Bank) in relation to this Agreement in accordance with the provisions of this Agreement and (c) all expenses and charges, including legal charges, incurred by the Bank for enforcement of this Agreement and/or any Security including those incurred for repossession and/or sale of the Vehicle(s) and/or for recovery of the balance Loan with other dues. If the Bank in its discretion makes any such payments, the Borrower/Co-Borrower and/or Guarantor undertakes to reimburse the Bank within 7 days of being informed by the Bank of the same, along with interest thereon at the rate mentioned in the Schedule in respect of the Loan. In particular, the Borrower agrees and undertakes to pay the charges, costs and expenses as mentioned in the Agreement.
- Any dispute being raised about the computation of installment of EMI's will not entitle the Borrower to withhold payment of any installments of EMI's or any portion thereof. It is agreed and understood by the Borrower that the obligation of the Borrower to pay the EMI's is absolute and unconditional pursuant to his having executed this Agreement. Dishonour of any ECS/SI/NACH shall attract dishonour charges as mentioned in the Schedule hereunder

7.

7.1.

EVENT OF DEFAULT:

The Bank may by a written notice to the Borrower, declare all sums outstanding under the Loan (including the principal, interest, charges, expenses) to become due and payable forthwith and enforce the Security upon the occurrence (in the sole decision of the Bank) of any one or more of the following:

- a. The Borrower fails to pay to the Bank any amount when due and payable under this Agreement;
- b. If the Borrower fails to submit the requisite number of PDCs or if any of the PDC is dishonoured.
- c. The Borrower fails to pay to any person other than the Bank any amount when due and payable or any person other than the Bank demands repayment of the Loan or dues or liability of the Borrower to such person ahead of its repayment terms as previously agreed between such person and the Borrower;
- d. The Borrower defaults in performing any of his obligations under this Agreement or breaches any of the terms or conditions of this Agreement or any other security documents, undertakings etc. executed in favour of the Bank;
- e. The Borrower opts to resign or retires from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever;
- f. The death, insolvency, failure in business, commission of an act of bankruptcy or winding-up, 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 by or against the Borrower;
- g. Any of the information provided by the Borrower to avail the Loan or any of his Representations, Warranties etc. herein being found to be or becoming incorrect or untrue;
- h. Any person other than the Bank commencing proceedings to declare the Borrower insolvent or if the Borrower shall become bankrupt or insolvent or commit act of insolvency;
- i. If the Borrower fails to create the Security as provided herein or if the Property is destroyed, sold, disposed of, charged, encumbered, alienated, attached or restrained in any manner or if the value of the Property or any Security created or tendered by the Borrower, in the sole discretion and decision of the Bank, depreciates entitling the Bank to call for further security and the Borrower fails to give additional security;
- j. An event of default howsoever described (or any event which with the giving of notice, lapse of time, determination of materiality or fulfillment of any other applicable condition or any combination of the foregoing would constitute an event of default) occurs under any other agreement or document relating to any indebtedness of the Borrower with the Bank or if, any other lenders of the Borrower including financial institutions or banks with whom the Borrower has entered into agreements for financial assistance or any part thereof.
- k. Any other event, which in the Bank's sole opinion is likely to have materially adverse effect on the ability of the Borrower to make payments under this Agreement. The decision of the Bank as to whether or not an event of default has occurred shall be final and binding upon the Borrower.
- l. If any consent, authorisation, approval or license of or registration with or declaration to governmental or public registration with or declaration to governmental or public bodies or authorities required by the Borrower in connection with the execution, delivery, validity, enforceability or admissibility in evidence of this Agreement or the performance by the Borrower of its obligations hereunder is modified in a manner unacceptable to the Bank or is not granted or revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect;

7.2.

Consequences of default :

- a. In the event of any default mentioned in clause 7.1 above the Bank shall have the right: -
 - i. To recover the entire dues,
 - ii. To suspend any withdrawal to be effected in the Loan Account,
 - iii. Take possession of the Security so created whether by itself or through any of the recovery agents or attorneys as may be appointed by the Bank and alienate sell, transfer the same.
 - iv. Take any other action as it may deem fit for recovery of its dues and enforcement of the Securities.
 - v. To communicate in any manner it may deem fit, to or with any person or persons including guarantors, person giving reference to loan, with a view to procure assistance of such person or persons in recovering the defaulted amounts including but not limited to visiting the property and/or any place of work of the Borrower.
- b. The Bank shall be entitled to take possession of the Property, irrespective of whether the Loan has been recalled whenever in the opinion of the Bank, there is an apprehension of any money not being paid or the Security being jeopardised.
- c. In addition to the rights and remedies the Bank may have under this Agreement, the Bank shall be irrevocably entitled and authorised to require the employer of the Borrower to make deductions from the salary/wages payable by the employer to the Borrower and remit the same to the Bank until the entire outstanding dues of the Borrower under this Agreement are completely discharged. The Borrower undertakes and agrees not to raise any objection to such deductions.

7.3. Set Off

Without prejudice to what is stated herein, the Borrower hereby expressly agrees and confirms that in the event of the Borrower failing to pay the amount outstanding under the Loan or any other loan/ facility, whether as borrower or guarantor or otherwise, in addition to any general or similar lien to which the Bank or any of its subsidiary/affiliates may be entitled by law, the Bank shall, without prejudice to any of its specific rights under any other agreements with the Borrower, at its sole discretion and without notice to the Borrower, be at liberty to apply any other money or amounts standing to the credit of the Borrower in any account (including fixed deposit account) of the Borrower (whether singly or jointly with another or others) with the Bank or any of its subsidiary/affiliates in or towards payment of the monies due from the Borrower. The rights of the Bank under this Agreement are in addition to other rights and remedies (including without limitation other rights or set off) which the Bank may have.

The Bank may at its absolute discretion appropriate any payments made by the Borrower under this loan Agreement towards repayment of any other loan outstanding under any other loan agreement or transaction entered into by the Borrower with the Bank and/or towards any other Indebtedness of the Borrower and such adjustment and/or appropriation shall be final and binding on the Borrower and the Borrower shall continue to remain liable to the Bank for payment of dues under this loan Agreement in respect of which such sums of money were so paid but were appropriated towards another outstanding dues under any other loan this Agreement or transaction entered into by the Borrower with the Bank or towards another Indebtedness of the Borrower. In addition, the Borrower hereby authorises the Bank to appropriate/adjust any balance amounts of the sale proceeds in possession of the Bank post appropriation/adjustment of the sale proceeds consequent of proceeds has the power to upon sell/transfer or otherwise disposal of any and/or all security created in its favour of the Bank under the security documents or pursuant to this Agreement upon default/ breach of terms of this Agreement, or deposited with Bank or under its possession or control and appropriate the same towards satisfaction/repayment of any other loan/ amounts due to the Bank on account of under any another agreement or transaction entered into by the Borrower with the Bank and/ or the Indebtedness of the Borrower.

The Bank shall have right to apply and/or appropriate and/or set off any credit balance of the Borrower(s) or any monies/assets (including but not limited to property, assets, securities, shares, stocks, and the like) belonging to the borrower(s) coming in the hands of the Bank towards repayment of loan under this agreement or any other agreement upon occurrence of the event of default. Exercise of any such right shall be binding on the Borrower(s)

8. APPOINTMENT OF THE BANK AS THE BORROWER'S ATTORNEY

The Borrower shall appoint the Bank as its true and lawful attorney to do and execute for and in the name and on behalf of the Borrower and where the Borrower is more than one individual, jointly and severally, all or any of the acts, deeds and things, specified therein. The powers so vested in the Bank shall be irrevocable and subsists in favour of the Bank till all dues of the Borrower to the Bank are fully satisfied.

9. ASSIGNMENT AND TRANSFER

The Bank shall have a right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the Loan and outstanding amounts under the Loan or any other rights under this Agreement or any other document pursuant hereto to any person in a manner or under or under such terms and conditions as the Bank may decide in its sole discretion. The Borrower shall not transfer or assign the rights under this Agreement without previous written consent of the Bank.

The Borrower expressly agrees that in the event of any sale, assignment or transfer as aforesaid, to accept the Lender/Assignee to whom the Loan is sold, assigned or transferred as the Lender and make the repayment of the Loan to the Lender/Assignee. The Borrower acknowledges and agrees that the Bank /the Lender/Assignee shall have the right to change the Interest Rate from time to time under its policies at its sole discretion and the Borrower shall be bound by such modifications in totality.

Any cost in this behalf, whether on account of such sale, assignment or transfer or enforcement of rights and recovery of outstanding and dues shall be to the account of the Borrower. The Borrower under takes to pay to such assignee the difference between the Loan outstanding and the amount received by the Bank in the event of transfer of the loan under this Agreement to such assignee.

10. DISCLOSURE/SHARING OF INFORMATION**10.1.**

The Borrower irrevocably agrees and consents to the Bank at any time and in any manner disclosing and/or making available to any agencies, bureaux, affiliates or subsidiaries of the Bank, associations and other persons whosever any information (including personal and financial information) and documents of or relating to the Borrower, including any credit information, in such cases where the Bank considers appropriate including where such disclosure is permitted or required by or under law or where the Bank is of the view that the interests of the Bank require such disclosure or for furnishing such information and documents for preparation, publication and distribution of credit reports and credit opinions relating to the Borrower to other persons including banks and financial institutions. The provisions of this clause shall survive termination of this Agreement. The Bank shall also have a right to obtain similar information/ reports relating to the Borrower from credit agencies, credit bureaux, other banks and financial institutions as the Bank may deem fit

10.2.

The Borrower agrees that if the Borrower commits any breach of any provision of this Agreement or any default or delay in the repayment of the Loan or any amount payable under this Agreement whatsoever which the Borrowers is liable to pay, the Bank shall have the unqualified right to disclose or publish the Borrower's name and particulars (including photographs and particulars of accounts), as a defaulter in such manner as the Bank may deem fit.

10.3.

The Bank may disclose Borrowers personal and financial information to the statutory authorities in connection with any legal process that may be initiated by such authorities in accordance with applicable laws. The Bank may also share Borrowers information to provide superior services and may also use Borrowers information to advice about products, services and other marketing materials, which IDFC First Bank may think of been of customers' interest. The Bank shall further reserve the right to disclose the information to any third party if the disclosure of the same is for getting any additional service, products that may be beneficial to the Borrowers as per the sole assessment and discretion of The Bank.

10.4.**The Borrower understands that:**

- a. the Credit Information Bureau (India) Ltd. and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them, and
- b. The Credit Information Bureau (India) Ltd. and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank of India in this behalf.
- c. The Bank may use and share the information provided by the Borrowers with its Affiliates and third parties for providing services and any service-related activities such as collecting subscription fees, notifying or contacting Borrowers regarding any problem with, or the expiration of any services etc. In this regard, it may be necessary to disclose Borrowers information to one or more agents and contractors of the Bank and their sub-contractors, but such agents, contractors, and sub-contractors will be required to agree to use the information obtained from the Bank only for these purposes.

11.**MISCELLANEOUS****11.1.****Appointment of third parties by the Bank**

The Borrower accepts that the Bank shall without prejudice to its right to perform the activities itself or through its officers or employees or other authorised agents, be entitled, and have full power and authority, to appoint one or more third parties and delegate to such third party all or any of its functions, rights and powers under this Agreement relating to the administration of the Loan including the right to collect and receive on behalf of the Bank all the dues under this Agreement and give valid and effectual receipts and discharge to the Borrower and to perform and execute all lawful acts, deeds, matters and things connected herewith or incidental hereto. For the purpose aforesaid or any other purpose which the Bank at the sole discretion may deem fit, the Bank shall be entitled to disclose to such third parties all necessary and relevant information pertaining to the Borrower.

11.2.**Disclosure / Privacy of Borrower Information**

- a. In the Event of Default, the Bank shall also be entitled to communicate in any manner it may deem fit, to or with any person or persons including guarantors, person giving reference to loan, with a view to procure assistance of such person or persons in recovering the defaulted amounts including but not limited to visiting the property and/or any place of work of the Borrower.
- b. The Borrower agrees that the Bank may be required to disclose Borrower personal and financial information to the statutory authorities in connection with any legal process that may be initiated by such authorities in accordance with applicable laws.
- c. The Bank discourages the Borrower from sending or posting to the Bank's web site any information that the Borrower considers to be confidential or proprietary. Please note that if the Borrower do send or post any such information or material, the Bank will assume that it is not confidential. By sending or posting any information or material, the Borrower grant the Bank/IDFC First an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute those materials or information, and the Borrower agrees that the Bank is free to use any ideas, concepts, know-how or techniques that the Borrower sends or post for any purpose on this web site.
- d. The Borrower agrees that the Bank may also share Borrower information to provide Borrowers with superior services and a range of offers. The Bank may use this information to advise Borrowers about products, services and other marketing materials, which the Bank think may be of interest to Borrowers. The Bank further reserves the right to disclose the information to any third party if the disclosure of the same is for getting any additional service, products which may be beneficial to the Borrower, as per the sole assessment and discretion of The Bank
- e. The Bank will limit the collection and use of Borrower information only on a need-to-know basis to deliver better service to the Borrowers. The Bank may use and share the information provided by the Borrowers with its Affiliates and third parties for providing services and any service-related activities such as collecting subscription fees for such services, and notifying or contacting the Borrowers regarding any problem with, or the expiration of, such services. In this regard, it may be necessary to disclose the Borrower information to one or more agents and contractors of the Bank and their sub-contractors, but such agents, contractors, and sub-contractors will be required to agree to use the information obtained from the Bank only for the said purposes. The Borrower authorises the Bank to exchange, share, part with all information related to the details and transaction history of the Borrower to its Affiliates/ Banks/ Financial Institutions/ Credit Bureaus/ Agencies/ Participation in any telecommunication or electronic clearing network as may be required by law, customary practice, credit reporting, statistical analysis and credit scoring, verification or risk management or any of the aforesaid purposes and shall not hold the Bank liable for use or disclosure of this information. The Bank values relationship with Borrower and will at all times strive to ensure Borrower's privacy.

11.3. Force Majeure

The Borrower shall be liable to perform or fulfil its obligations at all point of time and shall not delay/postpone performance, its obligations in whole or in part, even on the ground of any force majeure event such as acts of God, floods, cyclones, earthquakes, fires, wars, riots, strikes, orders of governmental or other statutory authorities.

11.4. Service of Notice

All notices, requests, demands, waivers or other communications (including Customer Copy of Loan Agreement, Key Fact Statement, Welcome Letter etc., under or in connection with this Agreement shall be given in writing by mail, e-mail, or fax as mentioned under the Schedule. Any such notice or other communication will be deemed to have been duly given if: (a) delivered personally; (b) sent by registered mail with postage prepaid; (c) sent by next-day or overnight mail/courier or delivery; or (d) sent by email/facsimile. Borrower confirms that all risks shall be fully borne by him and he assumes full responsibility for the same. Borrower agrees to immediately intimate the Bank of any change in the postal address, email ID and acknowledges that the Bank shall not be liable for any loss or damage that may be caused to the Borrower owing to change in address

11.5. Severability

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 applicable law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

11.6. Indemnity

The Borrower undertakes to indemnify and keep Bank and its officers / employees fully indemnified and harmless from and against all the consequences of breach of any of the terms, condition, statements, undertakings, representations and warranties of this Agreement as also of any of its representations or warranties not being found to be true at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered or incurred by the Bank. The Borrower hereby agrees to and understands that this indemnity would cover all acts and omissions on the part of the warranties and / or representations of the Borrower.

The indemnity provided under the presents shall survive termination of this Agreement.

11.7. Entire Agreement & Counterpart

The Parties confirm that this Agreement and its Annexure and any other documentation pursuant to it represent one single agreement between the Parties. This Agreement may be executed in separate counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument only

11.8. Supremacy & Amendment

This Agreement supersedes all discussions and Agreements (whether oral or written, including all correspondence) prior to the date of this Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement may be modified or amended only by a writing duly executed by or on behalf of each of the Parties.

11.9. Waiver

Any failure and/or delay on the part of the Bank in exercising any right or power under this Agreement or documents in connection with this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any other or future exercise thereof or the exercise of any other power or right. The rights and remedies of the Bank provided for in this Agreement are cumulative and not exclusive of any rights or remedies available under the law.

11.10. Governing Law, Jurisdiction and Arbitration

The Parties agree that this Agreement shall be governed by the laws of India. The Borrower hereby expressly agrees that all disputes arising out of and/or relating to this Agreement including any transaction document which is:

a) below the pecuniary jurisdiction limit of the Debt Recovery Tribunals established under Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (51 of 1993), then such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, by a sole arbitrator, appointed by the Bank. The arbitration proceeding shall be conducted in the English language. The award passed by the arbitrator shall be final and binding on the Parties. The costs of such arbitration shall be borne by the losing Party or otherwise as determined in the arbitration award. The arbitration proceedings shall be held either in Delhi/ Mumbai/ Chennai/ Kolkata and/or such other place as may be notified at the sole discretion of the Bank.

b) above the pecuniary jurisdiction limit of the Debt Recovery Tribunals established under Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (51 of 1993), then such dispute shall be referred at the sole discretion of the Bank to:

The exclusive jurisdiction of the courts/tribunals of the city in which the Branch/Bank Outlet of the Bank is situated. Provided that to the extent allowed by law, the Bank shall be entitled to take proceedings relating to a dispute in any court/tribunal of any place with jurisdiction.

Or

To arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, by a sole arbitrator, appointed by the Bank. The arbitration proceeding shall be conducted in the English language. The award passed by the arbitrator shall be final and binding on the Parties. The costs of such arbitration shall be borne by the losing Party or otherwise as determined in the arbitration award. The arbitration proceedings shall be held at Delhi/ Mumbai/ Chennai/ Kolkata and/or such other place as may be notified at the sole discretion of the Bank.

Signed and delivered by the within named Borrower:

1.	_____
	Borrower Name
2.	_____
	Co-Borrower Name
3.	_____
	Co-Borrowers Name
4.	_____
	Co-Borrowers Name
5.	_____
	Co-Borrowers Name
6.	_____
	Co-Borrowers Name

Date: _____

Signature of the Borrower

Signature of the Co-Borrower

Signature of the Co-Borrower

Signature of the Co-Borrower

Signature of the Co-Borrower

Signature of the Co-Borrower

Signed, and Delivered by the within named Bank, IDFC FIRST Bank Limited through its authorized official.

Employee Name : _____

Employee Signature : _____

SCHEDULE/ KEY FACT STATEMENT (ANNEXURE I)

Sr. No.	Particulars	
I	Place of Execution of Agreement	
II	Date of Execution of Agreement	
III	Address of the Branch	
IV	Name and Address of Borrower	Constitution: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> HUF <input type="checkbox"/> Trust <input type="checkbox"/> Society <input type="checkbox"/> Others _____ Name: _____ Address: _____ _____ Email: _____ Contact: _____
V	Name and Address of the Co-Borrower	1. Constitution: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> HUF <input type="checkbox"/> Trust <input type="checkbox"/> Society <input type="checkbox"/> Others _____ Name: _____ Address: _____ _____ Email: _____ Contact: _____ 2. Constitution: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> HUF <input type="checkbox"/> Trust <input type="checkbox"/> Society <input type="checkbox"/> Others _____ Name: _____ Address: _____ _____ Email: _____ Contact: _____
		3. Constitution: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> HUF <input type="checkbox"/> LLP <input type="checkbox"/> Trust <input type="checkbox"/> Society <input type="checkbox"/> Others _____ Name: _____ Address: _____ Email: _____ Contact: _____ 4. Constitution: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> HUF <input type="checkbox"/> Trust <input type="checkbox"/> Society <input type="checkbox"/> Others _____ Name: _____ Address: _____ Email: _____ Contact: _____ 5. Constitution: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> HUF <input type="checkbox"/> Trust <input type="checkbox"/> Society <input type="checkbox"/> Others _____ Name: _____ Address: _____ Email: _____ Contact: _____

(Borrower)

(Co-borrower)

(Co-borrower)

VI	Details of Sanction Letter	
VII	Loan Amount	Rs. _____ /- (Rupees _____ Only)
VIII	Date of reset of interest	The reset date will be 1st day of next month for Short & Sweet accounts and EMI cycle date for other Loans
IX	Purpose of Loan	
X	Mode of communication of changes in interest rates	Email/Letter
XI	Fees	a) During the term of the loan -Refer schedule of charges* b) Fee refundable if loan is not sanctioned or disbursed - NIL c) Conversion charges for switching from floating to fixed interest and vice - versa -Refer schedule of charges* *Please refer schedule of charges for other applicable fees
XII	Tenure	_____ Months
XIII	Applicable EBR (External Benchmark Rate) reset tenor	3 Months
XIV	Applicable EBR (External Benchmark Rate) of IDFC FIRST Bank as on disbursal date	_____ %
XV	Interest Spread	_____ %
XVI	Applicable Rate of Interest	Fixed Interest Rate 1. Fixed Rate Of Interest shall be _____% p.a. 2. EMI Shall be _____% p.a. 3. Interest shall be calculated at Monthly rest Floating Interest Rate 1. Marginal cost lending rate (MCLR) _____(%) + _____%(Margin) = presently _____% 2. EMI shall be _____% p.a 3. Interest shall be calculated at Monthly rest All rates of interest mentioned herein are exclusive of interest tax and/or any such other levies / duties. Such interest tax / other levies / duties, if any, applicable, shall be payable by the Borrower to Lender over and above the rates mentioned hereinabove.
	Split Rate of Interest	• Fixed Rate per annum : _____% for _____ months • Floating rate of Interest (p.a.) after completion of fixed tenure/period : (This would be subject to variation in case of rates on interest changing during the repayment term of the loan)
XVII	Additional Interest (Plus Interest Taxes/ Statutory Levies as applicable)	_____ % p.a. on the amount overdue.
XVIII	EMI Break-up	Total Principal due over entire tenure of loan _____ Total Interest due over entire tenure of loan _____
XIX	Moratorium	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Moratorium Repayment due day _____
XX	Repayment	<input type="checkbox"/> Frequency - Equated Monthly Instalment i. EMI Amount _____ ii. No. of EMI's _____ iii. Period : From _____ to _____ iv. EMI due day of each month _____ Pre-Equated Monthly Repayment Interest i. Pre - EMI Amount _____ ii. Period: From _____ to _____ <input type="checkbox"/> Non-Equated Monthly Instalment i. EMI period: From _____ to _____ EMI amount _____ ii. EMI period: From _____ to _____ EMI amount _____ iii. EMI period: From _____ to _____ EMI amount _____

XXI	Guarantors	1. Constitution: <input type="checkbox"/> Individual <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> HUF <input type="checkbox"/> Others Name: _____ Address: _____ _____ _____ 2. Constitution: <input type="checkbox"/> Individual <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> HUF <input type="checkbox"/> Others Name: _____ Address: _____ _____ _____
XII	Security Address i. Exclusive charge by way of mortgage in favour of the Bank over the Property ii (Other securities, if any, to be specified)	
XIII	Date on which annual outstanding Balance Statement will be Issued (Not applicable for short and sweet LAP loans)	By 30th April
XIV	Reprising Fees (on Principal Outstanding at the time of such request)	1/2 of rate drop given to the customer as a %
XV	Switch/Conversion fees (conversion from MCLR to EBR)	Principal Outstanding < 3 Crs --- INR 5000 + GST; Principal Outstanding >= 3 Crs --- INR 10,000 + GST

End Use Declaration:

I/We (hereinafter referred to as "the borrower(s)") say that I/We have availed credit facility from IDFC FIRST BANK LIMITED (hereinafter referred to as "the Bank" on the terms and conditions as set out under the Loan Agreement dated _____ subject to compliance of various formalities including but not limited to ensure that the end use of credit facility will be used for the purpose for it is granted by the bank.

That the said Loan is for the purpose of _____

I/We hereby represent, warrant and confirm that the end usage of loan shall not be for any speculative or illegal purpose. Loan amount will be utilized for aforementioned valid purpose. The facility will be used for the purpose it is granted by the bank/declared by me/us at the time of availing the facility and not for investment in the stock market in any form.

I/We agree that any breach or default in complying with all or any of the aforesaid undertaking(s) will constitute an event of default under the Loan Agreement. In such a case the Bank will have the right to recall the facility at any time.

I/We declare that whatever I/We have stated hereinabove is true and correct to the best of my knowledge, information and belief.

(ANNEXURE II)

SIMPLE NRI LOAN AGAINST PROPERTY

In case the Borrower is a Non-Resident Indian ("NRI"), the terms and conditions set out in this Annexure shall be applicable, in addition to the terms and conditions set out in the Loan Agreement and such other Annexure(s) as may be applicable.

IT IS AGREED AS FOLLOWS:

Incorporation of defined terms:

Unless a contrary indication appears, terms defined in the Term Loan Agreement shall have the same meaning in this Annexure.

"NRI" or non-resident Indian shall mean a person resident outside India who is a citizen of India.

This Annexure and the terms and conditions hereunder shall come into force on the signing of the same by the Borrower and the Bank. With effect from the date of this Annexure and for the purposes of this Annexure, the Term Loan Agreement shall stand amended as follows:

I. the following sub-clause (e) shall stand added after sub-clause (d) of clause 3.3 in the term loan Agreement and subsequent sub-clauses renumbered accordingly:

e) The Borrower except the Co-Borrower shall have submitted to the Bank an evidence that he holds an Indian passport and is a resident of the Country stated in the Schedule under residence permit of such Country which is valid on the date of this Agreement and possesses a valid employment contract of business license of such Country and has been in employment/has been carrying on business or vocation in such Country or who stays abroad for any other purpose in circumstances indicating an indefinite period of stay outside India; and

IV. An additional Clause 4.1A shall be added after Clause 4.1 of the Term Loan Agreement as follows:

4.1A The Borrower except the Co-Borrower shall ensure that the repayment of monies under this Agreement is made through the funds held in any non-resident account maintained in accordance with the provisions of the Foreign Exchange Management Act, 1999 and the regulations made by Reserve Bank of India from time to time.

V. An additional Clause 4.9A shall be added after Clause 4.9 of the Term Loan Agreement as follows:

4.9A Repayment in case of change in NRI Borrower's status

Notwithstanding anything to the contrary contained in this Agreement, the Loan together with all interest, costs, charges etc. shall become

immediately due and payable in case -

(c) The Borrower except the Co-Borrower ceases to be an Indian citizen and/or acquires citizenship of any other country or a foreign passport;

(d) The Borrower except the Co-Borrower changes his residence from the country stated in the Schedule to another country or leaving the country of residence as stated in the Schedule, for employment or business or for long-term stay in any other country.

IV. The following sub-clauses shall stand added after sub-clause (s) of clause 7.1 in the Term Loan Agreement

jj) The Borrower except the Co-Borrower holds a valid Indian passport as per details stated in the Schedule and is not resident of India and is a resident of the country stated in the Schedule under residence permit of such country which is valid on the date of this Agreement and possesses a valid employment contract or business license of such country and has been in employment/has been carrying on business or vocation in such country or who stays abroad for any other purpose in circumstances indicating an indefinite period of stay outside India; kk) The Borrower shall notify the Bank regarding the change in his/her/their status as a resident/non-resident Indian.

pp) The Borrower except the Co-Borrower shall promptly inform the Bank or upon any change in the country of residence as stated in the Schedule or leaving such country of residence for employment or business or a long-term stay in any other country;

qq) The Borrower except the Co-Borrower shall abide by and fulfil the provisions of Foreign Exchange Management Act, 1999, as amended from time to time and all other applicable laws with respect to purchasing, retaining, using, selling immovable property in India and repatriating proceeds outside India and shall indemnify and keep indemnified the Bank in that behalf.

rr) None of the Co-Borrowers are persons who are not relatives (as defined under Foreign Exchange Management (Borrowing and lending in rupees) Regulations, 2000, dated 3-5-2000 [GSR 387(e)]) of the Borrower.

ss) The following shall be read together with the Clause 11 of the Term Loan Agreement:

The Borrower hereby authorizes the Co-Borrower to receive any notice/s or request on his behalf. The Borrower further submits that any notice/s and/or request served on/to the Co-Borrower shall be deemed to be served on the Borrowers and need not be separately served on the Borrower.

Signed and delivered by the within named Borrower:

1.	_____
	Borrower Name
2.	_____
	Co-Borrower Name
3.	_____
	Co-Borrowers Name
4.	_____
	Co-Borrowers Name
5.	_____
	Co-Borrowers Name
6.	_____
	Co-Borrowers Name

Date: _____

Signature of the Borrower

Signature of the Co-Borrower

Signature of the Co-Borrower

Signature of the Co-Borrower

Signature of the Co-Borrower

Signature of the Co-Borrower

Signed, and Delivered by the within named Bank,
IDFC FIRST Bank Limited through its authorized official.

Employee Name : _____

Employee Signature : _____

ANNEXURE IV

LOAN AGAINST RENT RECEIVABLES (LARR)



(Additional Terms and Conditions applicable to Loan against Rent Receivables)

The Borrower hereby agrees that the Loan against Rent Receivables 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. Loan against Rent Receivables

The Bank has, at the request of the Borrower/s, have agreed to provide Loan against Rent Receivables as more specifically mentioned in Schedule I hereof (hereinafter referred to as "LARR") to the Borrower on the terms and conditions as mentioned in the Agreement and the Schedules thereunder and on securitization of the Lease Rent Receivables due to the Borrower from its Licensees/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 __, 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 & 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 Rent 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 Rent 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 meaning 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, securitization of the Lease Receivables due to the Borrower from its Licensee(s) / Lessee(s) / Occupants(s) / Tenant(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, cost, charges and expenses.
- c) agrees not to assign the Lease Rent Receivables to anyone 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 Rent 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 Rent 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 Rent Receivables without the prior written consent of the Bank.

Signature

Borrower

Co-Borrower

ESCROW ARRANGEMENT LETTER

Date:

To,

IDFC FIRST Bank Limited _____ _____ _____ (hereinafter referred to as the "Lender")	IDFC FIRST Bank Limited _____ _____ _____ (hereinafter referred to as the "Account Bank" or "Escrow Agent")
--	--

Dear Madam/Sir,

Subject: Authorisation for deduction of EMI of Loan from the Net Rental proceeds

At the request of the _____, (hereinafter referred as "the Borrower"), the Lender has granted to the Borrower financial facilities in form of a loan to the extent of Rs. _____ (hereinafter referred to as "the Loan") on the terms, conditions and covenants contained in _____ hereinafter referred to as "loan agreement").

The Borrower owns and is in possession of the premises situated at _____ (hereinafter referred to as "the premises").

As per the Lease/Leave & License Agreement dated _____ (hereinafter referred to as "the Lease Deed") entered into between the Borrower and _____ (hereinafter referred to as "the Lessee"), the Borrower/s, have leased/ licensed the premises to the Lessee.

One of the conditions of the loan agreement is that the present and future rentals/license fee payable by the Lessee in terms of the Lease Deed (hereinafter referred to as "the Rental Receivables") shall be deposited in the Escrow Account maintained with the Escrow Bank and be utilised in a manner provided herein below.

In consideration of the above, the Borrower and the Lessees hereby state, confirm, agree, declare and undertake as under:

1. That the Borrower/s has/have irrevocably advised, instructed and authorized the Lessee/s, and the Lessee/s agree, accept and undertake to directly credit/deposit the Rental Receivables without any setoff, into the bank account bearing Account No _____, ("the Escrow Account") maintained at _____ Branch of the Escrow Agent .
2. That the Borrower hereby irrevocably authorize the Lender and the Account Bank to appropriate the Rental Receivables deposited in the Escrow Account towards payment/repayments of the amounts pertaining to the Loan by way of transferring the said amount to account No. _____ of the Lender maintained at _____. The said appropriation of the amounts in the Escrow Account shall be made by the Escrow Bank or the Lender on ____ day of every month. Any excess amount post payment/ repayments of the amounts pertaining to the loan will be transferred to the below Saving/Current Account."

Account Name :**Account Type :****Account Number :****IFSC Code :****Bank Branch Name &Address :**

3. That the Parties hereto have agreed and accepted that no Person other than the Authorized Signatories of the Lender as listed in Schedule attached hereunder shall have any right to provide instruction to the Account Bank. The Lender may however by a notice in writing to the Account Bank change its Authorized Signatories from time to time.
4. That the Borrower hereby irrevocably authorizes the Account Bank to disclose to the Lender, any information relating to the Escrow Accounts and the credit balances, from time to time therein, as the Lender may, from time to time, request.
5. That the Parties hereto have agreed and accepted that the Account Bank may act in conclusive reliance upon any instrument or signature believed by it to be genuine and may assume that any Person purporting to give receipt, instruction or advice, make any statement, or execute any document in connection with the provisions of this Letter has been duly authorized to do so. The Account Bank shall be under no duty to inquire into or investigate the validity, accuracy, or content of any such document.
6. That the Borrower and the Lessee confirm their respective agreement to act upon the above said instructions contained in this letter until the same are revoked with the prior written consent of the Lender.
7. That the Borrower authorised the Lessee and the Lessee accept and confirm to accept instructions from the Lender in respect of the Rental Receivables and all liabilities arising out of the actions taken by the Borrower/Lessee on the instructions of the Lender will be binding on the Borrower. These instructions are irrevocable and the Lessees may ignore any contrary instructions unless the same is in writing and signed by the Lender.
8. That in the event of the Lessees giving a notice of termination of the Lease Agreement and/or vacating the leased premise which has been provided to the Lessees as per the Lease Deed, the Lessees will immediately inform the Lender of the same.

9. That the Borrower confirms that the premises is mortgaged to the Lender as a security for payment/repayment of all amounts in connection with the Loan.
10. That all rights under the Lease Deed shall vest with the Lender and the Borrower and/or the Lessee/s will not obstruct or prevent the Bank from taking possession of the premises under Securities and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) or any other law in force, irrespective of whether the loan has recalled whenever in the opinion of the Lender, there is any apprehension of any money not being paid or Lender's Security is being jeopardised and the Borrower and/or the Lessees shall vacate the premises and handover the peaceful possession of the said premises to the Lender.

Thanking you,
Yours truly,

(Borrower/s)

(Lessee/s)

We confirm, agree and accepted (IDFC FIRST Bank Limited)
("Account Bank"/"Escrow Agent")

**SCHEDULE ABOVE REFERRED TO:
LIST OF AUTHORIZED SIGNATORIES**

LENDER 'S AUTHORISED SIGNATORIES	SPECIMEN SIGNATURE
Name: Designation:	
Name: Designation:	
Name: Designation:	
THE BORROWER'S AUTHORISED SIGNATORIES	SPECIMEN SIGNATURE
Name: Designation:	
Name: Designation:	
Name: Designation:	

SOC of Term loan and SOC of S&S product

Products/Type of charges	LOAN AGAINST PROPERTY/SUVIDHA
EMI Bounce charges per presentation	500
Late payment/Penal charges/ Default interest/Overdue (per month)	2% of the unpaid EMI or Rs 300 whichever is higher
Cheque Swap charges (per swap)	500
Cancellation & Rebooking charges	10,000 towards Cancellation in case of uncashed disbursal Cheque; 10,000 + Interest from date of disbursal till receipt of cancellation request, in case of encased disbursal Cheque
Loan re scheduling charges (per re scheduling)	1000
Duplicate No Objection Certificate Issuance Charges	500
Physical Repayment Schedule	500
Physical Statement of Account	500
Document retrieval charges (per retrieval)	500
Stamping Charges	As per actuals
Processing fees	Upto 3 % of Loan Amount
List of Documents	1000
Initial Money Deposit/ Application Fees (Non-refundable)	6500
EMI Pickup/ Collection Charges	350
Reprising Fees (on Principal Outstanding at the time of such request)	1/2 of rate drop given to the customer as a % or INR 10000, whichever is higher
Switch/Conversion fees (conversion from MCLR to EBR)	Principal Outstanding < 3 Crs --- INR 5000 + GST; Principal Outstanding >= 3 Crs --- INR 10,000 + GST
Foreclosure / Prepayment charges*	Refer Annexure Below
Part Payment charges	- NIL charges upto a maximum of 20% of principal outstanding - allowed only once with a gap of 12 months

*Charges above are exclusive of GST

Annexure to Foreclosure / Prepayment charges and Part Payment charges

Foreclosure charges/Part Payment Charges when part payment is >20% within a gap of 12 months					
		Source of funds - other than own funds including Balance Transfer		Source of funds - Own Funds	
		Rate Type - Fixed	Rate Type - Floating	Rate Type - Fixed	Rate Type - Floating
Individual Non MSME primary applicant (No MSME co-applicant on loan structure)	Purpose of loan - Personal use	5%	0%	5%	0%
	Purpose of loan - Business use	5%	>=24 EMIs cleared 3; else 4%	5%	>=24 EMIs cleared 3; else 4%
Non-Individual primary applicant (No MSME co-applicant on loan structure)	Purpose of loan - Personal/Business use	5%	>=24 EMIs cleared 3; else 4%	5%	>=24 EMIs cleared 3; else 4%
Exception to the above If any Individual or Non-individual applicant or co-applicant on the deal is MSME and has valid UDYAM certificate in his name	Purpose of loan - Personal/Business use	5%	>=24 EMIs cleared 3; else 4%	0%	0%

LOAN AGAINST PROPERTY

This Loan Agreement made on the day, month and year set out in the Annexure-I hereto between the person(s) named in the Annexure-I to this Agreement (hereinafter referred to as "The Borrower"), which expression shall, unless the context otherwise requires, include his/her/their heirs, executors, administrators, successors, members and permitted assigns) of First Part;

AND

IDFC FIRST BANK LIMITED, (formerly known as IDFC Bank Limited) a company registered under the Companies Act, 2013 and a banking company within the meaning of Banking Regulation Act, 1949 having its Registered Office at KRM Tower, 7th Floor, No: 1, Harrington Road, Chetpet, Chennai - 600031 and among others, a branch office at the place specified in Annexure-I hereto (hereinafter called "The Bank" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the Second Part.

The Borrower and the Bank are hereinafter collectively referred to as 'Parties' and individually as the 'Party'.

WHEREAS, the Borrower has/have approached the Bank for grant/sanction of loan for the amount and the purpose as stated in the Annexure-I hereto which the Bank, vide Sanction Letter as mentioned in Annexure-I hereto, has agreed to grant/extend to the Borrower. The Parties hereto are desirous of recording the terms and conditions in relation to the proposed Loan to be made by the Bank to the Borrower and certain other matters related thereto in the manner hereinafter contained.

NOW, THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires, the following terms wherever used including the recitals, shall have the following meanings:

- a) Age of Oldest Dues – The age of oldest dues is reckoned in days from the date on which the oldest payment is due and continues to remain unpaid. In the aforesaid illustration, if the Dues relating to 1st February 2021 remain unpaid till 01.03.2021, the age of the oldest dues is reckoned as 29 days on 02.03.2021
- b) "Agreement" means this agreement together with its annexure(s) entered into between the Borrower and the Bank.
- c) "Additional Interest" means (a) interest levied by the Bank on delay in payment of the EMI or PEMI or any other amounts due and payable by the Borrower to the Bank and/or (b) interest levied by the Bank from the due date till payment on happening of any Event of Default as set out in Article 7 of this Agreement
- d) Amortization Schedule/Repayment Schedule;-
The Amortization Schedule shall be provided separately after the disbursement of loan and shall consist details pertaining to exact due dates for repayment of loan, breakup between principal and interest, in case of loan facilities with moratorium on payment of principal and or interest, the exact date of commencement of repayment etc., shall also be specified in the said amortization schedule.
- e) "Application" means the application made by the Borrower to the Bank for Loan including all particulars, papers, documents and all other information submitted by the Borrower to the Bank for the purpose of the Loan.
- f) "Applicable Rate of Interest" means the Fixed Rate of Interest or the Floating Rate of Interest as chosen by the Borrower under this Agreement.
- g) "Annexure" means the annexure(s) to this Agreement as amended/modified from time to time, which shall form an integral part thereof.
- h) "Borrower"/"Co – Borrower" means and includes (i) in case of the individual his or her heirs, executors and administrators and in case of more than one Borrower, their respective heirs, executors and administrators, (ii) in the case of a company, incorporated under the provisions of the Companies Act, 1956/2013, its successors in interest and permitted assigns, (iii) in case of a society registered under the applicable laws relating to societies, its successors in interest and permitted assigns, (iv) in the case of a partnership firm within the meaning of the Indian Partnership Act, 1932, any or each of the partners and survivor/s of them and partners from time to time (both their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the firm, (v) in the case of proprietary concern, the proprietor/proprietress (both in his/her personal capacity and as proprietor/proprietress of the concern) and his/her respective heirs, legal representatives, executors, administrators and permitted assigns, successors of concern, (vi) in the case of a HUF, the Karta of the HUF and any or each of the adult members/ coparceners of the HUF and their survivor(s) and their respective heirs, legal representatives, executors, administrators and permitted assigns, (vii) in the case of trust, the trust/trustee/s for the time being, its successors i) "Branch/Banking outlet" means the branch of the Bank at the place mentioned in the Annexure-I where the Loan is sanctioned/distributed and shall include any other branch where the Loan account is maintained or transferred to at any time or from time to time at the sole discretion of the Bank.
- j) "Business Day" shall mean a day on which the Branch is open for general business as well as for the purposes of payment, settlement and clearing. In case, any date for payment of any

dues under this Agreement falls on a day that is not a Business Day, such payments shall be made on the preceding Business Day.

- k) Classification as Special Mention Account (SMA) and Non-Performing Asset (NPA)
Lending institutions will recognize the incipient stress in loan accounts, immediately on Default, by classifying them as Special Mention Accounts (SMA) The basis of classification of SMA/NPA Category shall be as follows:
- l) "Conversion Charges" means the fee paid/to be paid by the Borrower to the Bank for the purpose of conversion of Applicable Interest Rate from Fixed Rate of Interest to Floating Rate of Interest or vice versa.
- m) "Due Date" means the date(s) on which any amounts in respect of the Borrower's Dues including the Principal amounts of the Loan, interest and/or any other monies, fall due as specified in the Application Form and/or the Loan Terms and the other Transaction Documents and the schedule hereto and/or any amendment thereof.
- n) "External Benchmark Based Lending" shall mean such REPO rate as may be prescribed by RBI and decided/announced / notified by the Bank from time to time for different maturities.
- o) Dues shall mean the principal/interest/any charges levied on the loan account which are payable within the period stipulated as per the terms of sanction of the credit facility.
- p) "Equated Monthly Instalment (EMI)" means the amount of monthly payment consisting of principal and interest necessary to amortise the Loan.
- q) "First In First Out"(FIFO) - The relevance of 'First in First Out'(FIFO) is in appropriation of payments into the borrower account. The Principle of FIFO i.e., 'First In First Out accounting method is relevant to arrive at the No of days of overdue for determining the SMA/NPA status. The FIFO principle assumes that, the oldest outstanding dues in the loan account needs to be cleared first. The FIFO method thus requires that what is due first must be paid by the borrower first.
For example:- If in any loan account as on 01.02.2021 there are no overdues and an amount of Rs. X is due for payment towards principal instalment/interest/charges any payment being credited on or after 01.02.2021 in the loan account will be used to payoff the dues outstanding on 01.02.2021. Assuming that nothing is paid/or there is partial payment (Rs Y) of dues during the month of February, the overdue as on 01.03.2021 will be Rs. X-Y.
Additionally, an amount of Rs Z becomes due as on 01.03.2021. Now any payment partial payment into the account on or after 01.03.2021 will be first utilized to payoff the partial due of 01.02.2021(RsX-RsY). If there is more recovery that the Rs. X-Rs. Y then after recovering dues of 01.02.2021, the remaining amount will be treated as recovery towards due of 01.03.2021.
- r) "Fixed Rate of Interest" means the specific rate of interest applicable on the Loan for specific tenure as mentioned in the Annexure-I.
- s) "Floating Rate of Interest" means the percentage rate per annum decided by the Bank from time to time and announced/ notified by the Bank/ the Lender/ Assignee from time to time and same shall be linked to IDFC MCLR by a margin/s spread as specified from time to time and any change in IDFC MCLR, prior to or subsequent to disbursement of Loan shall lead to change therein and shall be communicated to the Borrower in writing or notified on the website of the Bank/ the Lender/Assignee accordingly
- t) "Growing EMI" means where EMI increases after a specified period of time as mutually agreed between the Borrower(s) and the Bank; "Improvement" includes construction, extension, modification, repair, renovation, maintenance or any act done to (i) upkeep, (ii) maintain and (iii) enhance the utility of, the Property or any part thereof;
- u) "Indebtedness" means any indebtedness in respect of monies borrowed or liabilities contracted (including under guarantees, indemnities, hire purchase and leasing) of the Borrower towards the Bank and shall be deemed to include any indebtedness of any affiliate of the Borrower or a person or entity related to the Borrower, towards the Bank and any indebtedness of the Borrower and/or of any affiliate of the Borrower or a person and entity related to the Borrower towards any subsidiary/ affiliate company of the Bank
- v) "Loan" means the amount of financial assistance sanctioned under this Agreement for the purpose as mentioned in the Annexure-I.
- w) "Loan Account" means account opened by the Bank in the name of the Borrower pursuant to the sanction of the Loan.
- x) "LAP" means loan against property.
- y) "Material Adverse Effect" shall mean the consequence of any event or circumstance which in the sole opinion of the Bank is or is likely to be: (i) adverse to the ability of the Borrower or its Affiliates to perform or comply with its obligations under this Agreement and/or the other Transaction Documents; or (ii) prejudicial to the businesses, operations or financial condition, properties, assets or prospects of the Borrower or its Affiliates.
- z) Non-Performing Asset(NPA) - is a loan or an advance where
 - i) interest and /or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan.

(Borrower)

(Co-borrower)

(Co-borrower)

- ii. the account remains 'out of order' as indicated below in respect of an Overdraft/Cash credit (OD/CC).
- iii. the bill remains overdue for a period of more than 90 days in the case of bills purchased and discounted.
- iv. the instalment of principal or interest thereon remains overdue for two crop seasons for short duration crops
- v. the installment of principal or interest thereon remains overdue for one crop season for long duration crops.
- aa) Out of Order – An account shall be treated as "out of order" if
 - i. the outstanding balance in the CC/OD account remains continuously in excess of the sanctioned limit /drawing power for 90 days or
 - ii. the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days or the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but credits are not enough to cover the interest debited during the previous 90 days period.
- bb) Overdue shall mean the principal/interest/any charges levied on the loan account which are payable, but have not been paid within the period stipulated as per the terms of sanction of the credit facility. In other words, any amount due to the bank under any credit facility is 'overdue' if it is not paid on the due date fixed by the bank.
- cc) "Pre-Equated Monthly Repayment Interest (PEEMI)" means interest, at the rate indicated in the Annexure-I, on the Loan from the date/ dates of disbursement of the Loan to the date immediately prior to the date of commencement of EMI.
- dd) "Prepayment" means premature repayment as per the terms and conditions laid down by the Bank in that behalf and in force at the time of prepayment.

- ee) "Property" shall mean the property more specifically described in the Annexure-I with all the common areas/easements/privileges/development rights/benefits/fixtures and fittings/buildings and structures, present and future, all tangible and/or intangible properties, all accretions, additions, accessories, fixtures and fittings, buildings, structures constructed or erected thereon, owned, acquired/occupied by the Borrower (whether financed by the Bank in whole or in part, or not and/or such property(ies) as may be substituted instead of or added to such property(ies) or both, with the Bank's consent.
- ff) "Sanction Letter" means the letter, if any, issued by the Bank and accepted by the Borrower sanctioning the Loan with the relevant particulars as mentioned in the letter including any such letter issued subsequently with any modification, which shall form an integral part of this Agreement and shall always be read in conjunction with the same.
- gg) "Schedule" means the Schedule(s) to this agreement as amended/modified from time to time which shall form an integral part thereof.
- hh) "Security" shall have the meaning ascribed to it in Article 5 of this Agreement and shall include such security as may be created or agreed to be created by the Borrower in favour of the Bank to secure the Loan and/or the performance of the engagement under this Agreement by the Borrower.
- ii) "Split Rates of Interest" shall mean the combination of Fixed and Floating rates of interest opted by the Borrower(s) and applicable on the Loan Amount, as specified in the Schedule or as may be amended from time to time by the Bank;
- jj) "Step down EMI" means where EMI decreases after a specified period of time as mutually agreed between the Borrower(s) and the Bank, as specified in Schedule hereto;
- kk) "Step up EMI" means where EMI increases after a specified period of time as mutually agreed between the Borrower(s) and the Bank, as specified in Schedule hereto;

Loans other than revolving facilities		Loans in the nature of revolving facilities like cash credit/overdraft	
SMA Sub-categories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue	SMA Sub-categories	Basis for classification – Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA-0		upto 30 days	
SMA-1	More than 30 days and upto 60 days	SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days	SMA-2	More than 60 days and upto 90 days

Illustrative movement of an account to SMA category to NPA category based on delay in payment of dues and subsequent upgradation to Standard category at day end process: (Annexure to point (aa) under 1.1)

Due date of payment	Payment Date	Payment covers	Age of oldest dues in days	SMA / NPA Categorisation	SMA Date since /SMA class date	Categorisation	NPA Date
01.01.2022	01.01.2022	Entire dues upto 01.01.2022		NIL			
01.02.2022	01.02.2022	Partly paid dues of 01.02.2022	1	SMA-O	01.02.2022		
01.02.2022	02.02.2022	Partly paid dues of 01.02.2022	2	SMA-O	01.02.2022		NA
01.03.2022		Dues of 01.02.2022 not fully paid 01.03.2022 is also due at EOD 01.03.2022	29	SMA-O	01.02.2022		
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not paid at EOD 01.03.2022	1	SMA-O	01.03.2022		
		No payment of full dues of 01.02.2022 and 01.03.2022 at EOD 03.03.2022	31	SMA- 1	01.02.2022 03.03.2022		
		Dues of 01.02.2022 fully paid , Due for 01.03.2022 not fully paid at EOD 1.03.2022	1	SMA-O	01.03.2022		

01.04.2022		No payment of dues of 01.02.2022 & 01.03.2022 and amount due on 01.04.2022 at EOD 01.04.2022	60	SMA 1	01.02.2022 03.03.2022		
		No payment of dues of 01.02.2022 till 01.04.22 at EOD 02.04.2022	61	SMA 2	01.02.2022 /02.04.2022		
01.05.2022		No payment of dues of 01.02.2022 till 01.05.22 at EOD 01.05.2022	90	SMA 2	01.02.2022 /02.04.2022		
		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 02.05.2022	91	NPA		NPA	02.05.2022
01.06.2022	01.06.2022	Fully Paid dues of 01.02.2022 at EOD 01.06.2022	93	NPA	NA		02.05.2022
01.07.2022	01.07.2022	Paid entire dues of 01.03.2022 & 01.04.2022 at EOD 01.07.2022	62	NPA	NA	NPA	02.05.2022
01.08.2022	01.08.2022	Paid entire dues of 01.05.2022 & 01.06.2022 at EOD 01.08.2022	32			NPA	02.05.2022
01.09.2022	01.09.2022	Paid entire dues of 01.07.2022 & 01.08.2022 at EOD 01.09.2022	1				02.05.2022
01.10.2022	01.10.2022	Paid entire dues of 01.09.2022 & 01.10.2022	0	Standard Account with No Overdues			STD from 01.10.2022

Note - Examples are illustrative and not exhaustive in nature covering common scenarios and that the IRACP norms and clarifications provided by RBI on the subject will prevail.

1.2. Unless a contrary indication appears, any reference in this Agreement to:

- i. All capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them under the Schedule/relevant Annexure(s);
- ii. Any expression not defined herein but defined in the General Clauses Act, 1897, the meaning or interpretation assigned to such expression therein shall also carry the same meaning herein;
- iii. A person includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
- iv. The singular includes the plural (and vice versa);
- v. Reference to the masculine gender includes references to the feminine gender and the neuter gender and vice versa.
- vi. Unless the context require or otherwise specifically mentioned, reference to the Borrower shall include Co-Borrower as well;
- vii. In the event of any disagreement or dispute between the Bank and the Borrower regarding the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Bank as to the materiality or reasonableness of any of the foregoing shall be final and binding on the Borrower.
- viii. The Sanction letter shall be read in conjunction with the provisions of this Loan Agreement and in the event of any conflict in the terms of the aforesaid sanction letter and this Loan Agreement, the terms of Loan Agreement will prevail over the said Sanction Letter, also the Bank shall be entitled to alter/vary/modify the terms and conditions of this Agreement or the Sanction Letter at any time by notice in writing to the Borrower or notifying the same on its website, either on its own accord or as may be required by any Statutory Authority

2. LOAN AMOUNT, INTEREST, FEES/CHARGES/COSTS ETC.

2.1. Amount of the Loan

The Borrower has requested the Bank to sanction/disburse the Loan which the Bank, based upon the representation, warranties, covenants and undertakings made by the Borrower has agreed to sanction/disburse to the Borrower upon the terms and subject to the conditions mentioned in this Agreement and the Sanction Letter.

2.2. Interest

- a. As mutually agreed between the Bank and the Borrower, the

Borrower has chosen the Fixed Rate of Interest or Floating Rate of Interest as mentioned by the Borrower in the Annexure-I.

- b. The Borrower is / are aware and confirms with the Bank that in case of Floating Rate of Interest, the Bank shall at any time and from time to time be entitled to change the Applicable Rate of Interest depending on the changes in the Marginal cost lending rate (MCLR), and such revised Rate of Interest shall always be construed as agreed to be paid by the Borrower and hereby secured. The Borrower shall be deemed to have notice of change in the Applicable Rate of Interest whenever the change in the Applicable Rate of Interest is displayed / notified by the Bank. The change in the Applicable Rate of Interest on account of the aforesaid shall become effective from the EMI payment date falling next after such change.
- c. In case of Fixed Rate of Interest, the Borrower covenants with the Bank that notwithstanding the Applicable Rate of Interest being fixed, the Bank may in its sole discretion alter the applicable rate of interest suitably and prospectively, on account of changes in the internal policies of the Bank or if unforeseen or extraordinary changes in the money market conditions take place during the period of the Agreement or due to any other reason whatsoever. The Bank shall be the sole judge to determine whether such conditions exist or not. If the Borrower is not agreeable to the revised rate by the Bank then within fifteen Business Days of receipt of the notice from the Bank intimating the change, the Borrower shall request the Bank to terminate the Loan and shall repay the Loan together with interest, cost and such other amounts as may be due to the Bank in full in accordance with the provisions of this Agreement relating to Pre-payment.
- d. The Borrower agrees that in case of Fixed Rate of Interest, post the completion of the fixed rate tenure, the Borrower will have an option to continue at the then applicable fixed/floating rate by communicating the same, in writing, to the Bank. If no such communication intimation is received from the Borrower, the Bank shall be at liberty to charge interest at the then Floating Rate of Interest.
- e. In case of Floating Rate of Interest or Split Rates of Interest, upon any change in interest rate or if the Borrower(s) make(s) prepayment, then either the EMI or loan tenure will change.
- f. Notwithstanding anything to the contrary contained in this Agreement, the interest payable by the Borrower shall be subject to the changes in applicable rate of interest made by the Reserve Bank from time to time.
- g. Interest on the Loan shall begin to accrue from the date of debit to the Loan Account simultaneously with the Bank's disbursement of the Loan by issuing disbursement payment order/demand draft or otherwise without the Bank concerning itself with the receipt of such disbursement by the beneficiary/recipient and also with the realisation of such payment order /demand draft or the time taken in such realisation.

- h. Interest on the Loan shall be computed and debited to the Loan account as following:
- On the day of each calendar month / quarter / half year / year as stated in the Annexure-I;
 - Taking the basis of 365 days a year;
 - On the amount outstanding on the last day of the preceding period of one month/quarter/half year/year as stated in the Annexure-I.
 - Interest from the date of debit to the Loan Account till the commencement of the EMI shall be payable every month as per the PEEMI mentioned in the Annexure-I, if applicable.
- i. The Bank may charge additional interest on the amounts due at the additional Rate of Interest in accordance with the terms of this Agreement.
- 2.3. Fees/Charges/Costs**
- The Borrower has paid/agreed to pay on or before the disbursement of the Loan to the Bank the processing charges, service charges, (including Goods & Service Tax, if any), disbursement charges, collection charges (if payments are made to a third party beneficiary), penalties (if any), registration charges, other charges/fees/costs etc. as mentioned in the Annexure-I. Such processing fees, service charge and /or other charges/fees/costs shall be non-refundable and would be payable to the Bank whether or not the Loan has been drawn down.
 - The Borrower further agrees and covenants with the Bank to promptly pay (a) the applicable stamp duty on this Agreement and also on such other documents as may be executed in relation to/ or incidental to the presents (b) all present and future taxes which may include any duties, expenses and other charges whatsoever in relation to this Agreement, the Loan, the Property and/or the Security or any other charges or benefits under this Agreement including interest (overdue interest/ additional interest), penalty and (c) all other charges, costs and expenses from time to time specified by the Bank (including all costs and expenses incurred or paid by the Bank) in relation to this Agreement and/or any Security including those incurred for repossession and/or sale of Property and/or any Security and/or for recovery of the Loan or any part thereof.
- In case of failure of the Borrower to pay the foregoing, the Bank shall be entitled to debit all other amounts due and payable by the Borrower under this Agreement to the Loan Account and the same shall form part of the Loan.
- Processing Fees: The Borrower acknowledges that processing fee has been paid by the Borrower upfront as an Application Fee or such fees as stipulated in the Sanction Letter/ Schedule which shall be, deducted from the Loan amount at the disbursement of the Loan. The Borrower acknowledges that the processing fees are non-refundable in case the Borrower does not avail the sanctioned Loan.
 - Application Fees: The Borrower acknowledges that Application Fees has been paid by the Borrower upfront together with the Application Form or Processing Fees and such other Fees as stipulated in the Sanction Letter/Schedule. The Borrower acknowledges that Application Fees, Processing Fees and such other fees is non-refundable.

3. DISBURSEMENT

- 3.1.** The Bank shall, subject to the provisions of this Agreement and unless agreed between the Borrower and the Bank otherwise, disburse the Loan in one or more tranches by issuing a Banker's Payment Order or a Demand Draft crossed as "A/c Payee only" or National Electronic Fund Transfer or Real Time Gross Settlement Systems:
- In the name of the seller or vendor towards payment of the purchase price of the Property from whom the Property is being purchased utilising the Loan; or
 - In the name of the materials supplier, civil contractor or any other person as notified by the Borrower towards the materials, labour or professional costs, towards the construction or improvement or repair or extension of the Property; or
 - In the name of the previous financier towards the repayment of the previous loan to be taken over by utilising the Loan; or
 - In the name of the Borrower/Co-Borrower, at the discretion of the Bank.
- The disbursement made in terms of (a) to (c) above shall be deemed to be a disbursement to the Borrower. The Borrower shall be required to make disbursement request to the Bank as per the tentative disbursement schedule mentioned in the Schedule. However, in case of any dispute, the decision of the Bank shall be final.
- 3.2.** The Bank may not disburse or further disburse, at any time, any amount under the Loan unless the following conditions are complied with in the sole discretion of the Bank:
- The Borrower shall have duly executed and delivered this Agreement to the Bank;
 - The Borrower shall have satisfied the Bank of the Borrower's clear and marketable title to the Property;
 - If required by the Bank, the Borrower shall have submitted to the Bank the certificate issued by the architect approved by the Bank with respect to the progress of construction of the Property.
 - The Borrower shall have submitted to the Bank a certificate of employment from his employer and his financial statements;

- The Borrower shall have submitted to the Bank post-dated cheques, standing instructions, electronic clearing system towards repayment of EMIs / P-EMIs amount;
 - No event of default shall have occurred;
 - The Borrower shall have assigned in favour of the Bank, the insurance policy(ies) as may be required by the Bank;
 - Any other document or writing as the Bank may require in its sole discretion.
- 3.3.** Notwithstanding, anything to the contrary contained herein, the Borrower does hereby confirm that the disbursement shall be deemed to have been made on the date on which the Bank debits the Loan Account simultaneously with the disbursement of the Loan in terms of Clause 3.1 without the Bank concerning itself with the receipt/realisation of such disbursement by the beneficiary/recipient.
- 3.4.** The Borrower agrees and undertakes that in case the Loan is not withdrawn during Availability Period, the Bank shall be entitled to withhold and/or cancel fully and absolutely any further disbursement under the Loan. In such an event, the Bank shall be entitled to recall any disbursed amount of the Loan together with interest, fees, costs, charges and expenses and all other amounts payable under this Agreement.
- 3.5.** If the entire amount of the Loan is not fully drawn by the Borrower within a period of one month from the Effective Date or from the date as mentioned in the Sanction Letter of the Loan or such other period as may be specified by the Bank in writing, EMIs shall be altered and re-scheduled in such manner and to such extent as the Bank may, in its sole discretion, decide and the repayment shall thereupon be made as per the said alteration and re-scheduling notwithstanding anything stated in this Agreement.
- 3.6.** Notwithstanding, anything to the contrary contained herein, the Bank shall not in any event or circumstance be liable or be construed as being liable to disburse any amount beyond the Loan amount for any reason whatsoever.

4. REPAYMENT

- 4.1.** The Loan (including the principal, interest thereon and any other charges, premium, fees, taxes levies or other dues payable by the Borrower to the Bank in terms of this Agreement) shall be repayable by the Borrower to the Bank-
- at the Branch (or at any other branch of the Bank or at any other place as may be notified by the Bank) by way of post-dated cheque and/or standing instruction and/or electronic clearing system or in any other manner as the Bank may specify from time to time in writing.
 - by way of EMI as mentioned in the Annexure-I towards repayment of principal and interest; and
 - by way of amount calculated as per PEEMI and as mentioned in the Annexure-I, in case where the Loan is proposed to be paid before the commencement of EMI or towards repayment of interest before the commencement of the EMI.
 - The Borrower will amortise the Loan as stipulated in the Schedule attached hereto, subject to any other changes in such amortisation as communicated later in writing by the Bank to the Borrower. However, in the event of delay or advancement, for any reason whatsoever, in the disbursement of the Loan, the Due Date of payment of first EMI shall in such case be the corresponding day of the following months to the day currently stated in the Schedule attached hereto.
 - Unless otherwise agreed to/by the Bank, any amount due and payable or received by the Bank, shall be adjusted/ appropriated in following order without any prior intimation to the Borrower: Firstly, towards costs, charges, expenses and other monies due and payable by the Borrower to the Bank; Secondly towards overdue and penal interest due and payable and/or accruing and payable to the Bank; Thirdly towards interest due and payable and/or accruing due and payable to the Bank; Lastly towards repayment of the amount of instalments of the Principal due and payable by the Borrower to the Bank;
- 4.2.** No notice, reminder or intimation will be given to the Borrower regarding the Borrower's obligation to service the Loan/ other dues under this Agreement on each due date. It shall entirely be the Borrower's responsibility to ensure prompt and timely payment to the Bank.
- 4.3.** Notwithstanding anything to the contrary contained in the present, the Borrower agrees with the Bank that the Bank shall have the right at any time or from time to time to review and reschedule the repayment terms of the Loan or of the outstanding amount thereof in such manner and to such extent as the Bank may at its sole discretion decide.
- 4.4.** The Borrower also undertakes and agrees to pay the interest on the loan, free from any deduction whether on account of tax or otherwise. Should any applicable law at any time require any deduction or withholding to be made from a payment, Borrower's liability in respect of such payment shall be for a revised amount such that after making of such deduction or withholding, the net payment shall be equal to the amount which the Bank would have received, had no such deduction or withholding been made. The Borrower shall hold the Bank harmless and fully indemnified for any claim which may be made in this regard by any tax authorities and undertake to pay forthwith any such demands which the Bank may become liable to pay. If the Borrower fails to pay the amount so demanded by the Bank, then the Borrower hereby authorises the Bank to enforce the Security, for the purpose of recovery of the said tax amount.
- 4.5.** The Borrower agrees and confirms of the amounts payable by the Borrower in terms of the Agreement under various heads towards diverse costs and charges and is aware that all amounts so paid by the Borrower shall be

treated by the Bank as conclusive payments by the Borrower towards those respective costs and charges. The Borrower agrees that if at any time it is discovered that there are any amounts due to the Bank for which credit was erroneously passed by the Bank, then notwithstanding any NOC etc. that may have been issued by the Bank, the Bank shall be entitled to claim such amounts from the Borrower and the Borrower shall make such payment on a demand by the Bank to that effect.

4.6. Delay in payment of EMI etc.

- i. On happening of any Event of Default as set out in Article 7 of this Agreement:
 - a. Such defaulted amount shall carry additional interest, computed from the respective due dates and shall be compounded on daily basis; and
 - b. The Borrower shall at its own cost create additional security interest in such form and manner as may be required by the Bank.
- ii. The additional interest shall be charged / debited to the Loan Account on the respective due dates and shall be deemed to form part of the outstanding Loan.

4.7. EMIs may be either Fixed or Step up or Step down. In case of Step up EMIs, the EMIs shall increase after the payment of mutually agreed EMIs as specified in Schedule hereto. The indicated EMI shall be the EMI for the first repayment. In case of Step down EMIs, the EMIs shall decrease after payment of mutually agreed EMIs as specified in Schedule hereto.

Post Dated Cheque (PDC)/Standing Instruction (SI) / Electronic Clearing System (ECS):

- i. All the payments, if the Bank so decides, may be collected through PDCs which shall be handed over at Branch and submission of such PDCs shall be deemed to be an unconditional and irrevocable authority given by the Borrower to the Bank to present the cheques on their respective dates. The Bank shall have the authority to fill and finalise all such instruments. The expression PDC shall wherever the context so requires shall be deemed to include 'Electronic Clearing System' and 'Standing Instruction'.
- ii. The Borrower shall submit with the Bank such minimum number of PDCs as may be prescribed by the Bank from time to time. Such PDCs shall be deemed to have been given for adequate consideration already received by the Borrower and shall not absolve the Borrower from its liability to pay the said sums hereunder until the PDC is duly realized.
- iii. It is expressly agreed and understood that the Borrower shall at no time issue any communication to the Bank for stopping or postponing the presentment of the PDCs and the Bank is not bound to take notice of any such communication and which, if issued, will be regarded as a breach of this Agreement.
- iv. The Borrower agrees in the event of any dishonour of PDC/SI/ECS instruction the Borrower agrees to pay a dishonour charges as shall be intimated by the Bank to the Borrower, in addition to any additional interest that may be levied by the Bank.
- v. The Borrower undertakes that in the event of any variation in:
 - a. The date of payment of EMI or any other amount payable under this Agreement;
 - b. The amount of interest, principal or EMIs;
 - c. The numbers thereof; or
 - d. The value of the Property,

or

if otherwise required by the Bank, the Borrower shall forthwith issue fresh PDCs/ ECS/SI instructions to the Bank as may be required by the Bank

- vi. If the Borrower at any time during the tenure of the Loan, wishes to replace any PDC with another then the Borrower will be required to pay swap charges as may be determined by the Bank for every PDC so replaced. It is clarified that it shall be at the sole discretion of the Bank to either replace the PDC or to refuse the same.
- vii. The Borrower hereby undertakes that the Borrower shall not close the account on which the PDC/SI/ECS is issued and also shall not change the authorized signatory/ies to the said account (where the Borrower is a company/ partnership firm) without the prior consent of the Bank.
- viii. Notwithstanding anything to the contrary contained in this Agreement and irrespective of the mode of repayment selected by the Borrower, upon any default by the Borrower in repayment of any of the EMI/PEMI/any other amount due under the Agreement, the Bank shall be entitled, without prejudice to its other rights under the Agreement or law, to present and/or re-present the PDC issued by the Borrower in favour of the Bank.
- ix. The Borrower shall not demand any return of the said PDCs or any other documents provided to the Bank in relation to the Loan at any point of time; in case of foreclosure of Loan, such PDCs will be destroyed by the Bank

4.8. In case the Borrower has availed internet banking facility of the Bank for repayment of the Loan, then in that event, the Borrower shall, in addition to the provisions of the presents, be bound by the rules and regulations formulated by the Bank in regard to internet banking facility.

4.9. Prepayment of Loan

- a. The Bank may, at its sole discretion and on such terms as to

pre-payment fees, etc., as it may prescribe from time to time, permit pre-payment or acceleration of EMIs at the request of the Borrower. Subject to the applicable laws and if permitted by the Bank, the Borrower shall be entitled to give prior written notice of his intention to pre-pay the full/part amount of Loan in accordance with the terms of this Agreement and pay to the Bank such charges mentioned in the Annexure-I, as amended from time to time.

- b. Subject to above, if the Borrower pre-pays only a part of the Loan, the Bank shall be entitled to adjust the amount prepaid against the amount payable by the Borrower in such manner as the Bank thinks fit. In such an event the Bank shall be entitled to reschedule the repayment schedule at its sole discretion and the Borrower agrees to adhere to such altered re-payment schedule.

4.10. Recall of the Loan by the Bank:

The Borrower agrees that the Bank shall be entitled to, at any time, in its discretion, recall the Loan by giving to the Borrower notice in writing. It is specified that the Repayment Schedule to add to Annexure I in each case. is without prejudice to the Bank's right to recall the entire Loan and to demand payment of the Loan. Upon the expiry of the period of notice, if any given, the Loan shall immediately stand repayable by the Borrower to the Bank.

5. SECURITY

5.1. 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 by:

- i. Exclusive charge by way of mortgage in favour of the Bank over the Property
- ii. Any other security as specified in the Annexure-I or as may be specified from time to time by the Bank.

5.2. The Borrower shall also furnish and issue such power(s) of attorney in the manner as prescribed by the Bank from time to time to ensure the creation of a mortgage in favour of the Bank and for such other purposes to further secure the Loan.

5.3. The Bank shall have the right to decide, at its sole discretion the place, timing and the manner of creation of mortgage or creation of any other security/additional security to be created by the Borrower for securing the Loan and all other amounts as aforesaid and the Borrower shall be bound to create such security as may be required by the Bank. The Borrower undertakes to execute such bonds, promissory notes, undertakings and such other documents as may be required by the Bank for the purpose of securing the Loan.

5.4. The Bank shall be entitled to call upon the Borrower and the Borrower shall be liable to furnish to the Bank additional security as decided by the Bank in the event of the dues being more than the market value of the Security or otherwise required by the Bank

5.5. The Borrower shall not sell, charge, lease, surrender, assign, transfer, let, further encumber or otherwise howsoever alienate, transfer, create interest in favour of any other person or deal with/in the Property/Security or any part thereof or during the continuation of the obligations under this Agreement.

5.6. The Borrower shall (i) comprehensively insure and keep insured the Property through out the tenure of the loan with an insurance company against loss by fire, earthquake, floods and any loss or damage to the Property due to any force majeure or Act of God or other damages; (ii) obtain insurance cover against the risk of death and injury to the Borrower, with the Bank as sole beneficiary (wherever permissible by prevailing regulations) and submit to the Bank original insurance policy document(s) and premium/a payment receipts thereof. The borrower can independently & voluntarily purchase the above insurance coverage from any insurance company & is in no way obligated to purchase it only through IDFC FIRST Bank. The Borrower shall make punctual payment of all premia of the insurance policies and shall ensure that no acts /omissions occur in this regard which may invalidate such insurance during the currency of the loan.

In case such insurance premium paid by the Bank on behalf of the Borrower to the insurance company shall be deemed to be part of the Loan availed by the Borrower and shall be added as the principal amount to the Loan granted herein and shall form part of the Loan. The insurance premium being a part of Loan may be disbursed by the Bank directly to such an insurance company approved by the Bank and such disbursement shall be deemed to be disbursement to the Borrower. The Borrower shall repay to the Bank the amounts paid by the Bank to the insurance company towards insurance premium as mentioned above as part of repayment instalments. Wherever the Borrower agrees for the insurance coverage, (except for the premium amount) all expenses, charges, fees service tax and other taxes etc. as applicable shall be incurred and paid by the Borrower. In the even the said charges are paid by the Bank on Borrowers behalf, the Borrower shall reimburse the same to the Bank within 24 hours of the Bank's demand. Notwithstanding what is stated in this clause, Borrower hereby expressly agrees and confirms that the insurance contract is between the insurer & the Borrower and the Bank shall not responsible in any manner whatsoever related to the insurance contract (including but not limited to the case where the risk is accepted/not accepted, partially/fully by the insurer) and the Borrower will continue to remain liable for all the dues payable by it to the Bank under this Agreement. Borrower hereby also expressly agrees and confirms that in case the risk is not accepted by the insurer, the premium amount paid by the Bank directly to the insurance company on behalf of the Borrower shall be returned directly to the Bank and will be adjusted by the Bank in loan tenure alteration.

5.7. Notwithstanding what is stated in aforesaid clause Borrower hereby under takes that until any moneys are due or outstanding under this Agreement, the Borrower shall ensure that the insurance policy/ies wherein the Bank is the sole beneficiary are valid, subsisting and operative by complying with the terms of issue of such insurance policy/ies including the timely payment of the premium for such policy/ies and agree to produce the necessary proof/ receipts of such validity/subsistence/ operativeness to the Bank whenever required. The Borrower shall ensure to have the property insured at all times

during the subsistence of the Loan.

- 5.8.** Any security (ies) furnished by the Borrower(s), under any other agreement entered into or to be entered into with the Bank, including its subsidiaries shall be deemed to be the security (ies) under this Agreement. Further the Borrower(s) agree(s) that the security (ies) offered in respect of this Loan shall be deemed to be continuing security (ies) in respect of other loan(s)/ facility (ies) obtained/to be obtained by the Borrower(s) from the Bank and shall not be discharged till such time all the loan(s)/facility (ies) are fully discharged to the satisfaction of the Bank.
- 5.9.** The Borrower acknowledges that in the event of repayment by the Borrower of the Loan and other amounts due under this Agreement but there being any outstanding by the Borrower under any other financial facility availed of by the Borrower from the Bank or any other person from the Bank for which the Borrower has extended his guarantee, then in such event, the Bank shall not be obliged to release the Security and the Borrower hereby authorizes the Bank to extend the Security to cover such outstanding financial facility.
- 6. BORROWER'S REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS**
- 6.1.** With a view to induce the Bank to grant the Loan, the Borrower, hereby represents/warrants to/ covenants/ undertakes with the Bank that -
- a. Information furnished in the Application is true and complete in all respects;
 - b. All consents, approvals, clearances, permissions, authorizations or requirements required in connection with the execution and validity of this Agreement and for creation / perfection of Security in favour of the Bank have been obtained and are in full force and effect;
 - c. There has been no material adverse change in the financial position of the Borrower nor has any event taken place which is prejudicial to the interest of the Bank which is likely to materially and/or adversely affect the ability of the Borrower to perform all or any of its obligations under this Agreement.
 - d. The Loan shall be utilised only for the Purpose.
 - e. The Borrower shall allow any person authorized by the Bank to have free access to the Property for the purpose of inspection/ supervision of the Property;
 - f. There are no pending claims demands litigation or proceedings against the Property before any court or authority;
 - g. The Borrower shall notify the Bank of any event or circumstances which might be or become a cause of delay in the commencement, construction or completion of the construction/purchase/ modification of the Property;
 - h. The Borrower/Co-Borrower is (when the Property is in existence) or shall be (when the Property shall come in existence upon the proposed utilization of the Loan) absolutely seized and possessed with and sufficiently entitled to the Property and shall not during the tenure of this Agreement create any encumbrance over the Property or any part of it. The Borrower shall not combine, merge, amalgamate or consolidate the Property with any other property with any right of way or easement in to or over the Property;
 - i. There are no mortgages, lien, charges or other encumbrances or any other rights of way, light, water or other easements or right of support on the whole or any part of the Property, save and except those as may be disclosed to the Bank.
 - j. Any third party rights created by the Borrower over the Property or any part of it (including by way of license or tenancy or use as guest house or otherwise) shall be subject to the charge of the Bank over the Property.
 - k. The Borrower shall not change the residential status of the Property and maintain the Property in good order and habitable condition and shall also duly pay all taxes and other duties payable in relation to the same. The Borrower shall submit with the Bank documentary evidence towards payment of the forgoing;
 - l. The Borrower shall file Notice of Intimation or such other details in respect of mortgage created/to be created over the Property with the concerned registrar and any other authority as required by the applicable laws and the Bank;
 - m. The Borrower shall whenever required by the Bank submit statements of annual income certified and audited by a practicing chartered accountant along with a copy of the tax returns filed with the income tax authorities duly certified by such chartered accountant and such other information/ documents concerning employment, trade, business, profession or otherwise as the Bank may require from time to time;
 - n. Wherever applicable, the Borrower shall inform the Bank of any likely change in his employment or about his/her superannuation/ retirement.
 - o. The Borrower shall (in case of more than one borrower) be jointly and severally liable to repay the Loan, interest and all other sums due and payable under this Agreement and to observe its terms and conditions;
 - p. Wherever applicable, the Borrower shall notify the Bank regarding the change in his/her/their status as a resident/ non-resident Indian. In case of being non-resident Indian/person of India origin, shall abide by and fulfil the provisions of Foreign Exchange Management Act, 1999, as amended from time to time and all other applicable laws with respect to purchasing, retaining, using, selling immovable property in India and repatriating proceeds outside India and shall indemnify and keep indemnified the Bank in that behalf.
 - q. All the amounts including the amount of own contribution paid/

payable in connection with the Property as well as the Security is/ shall be through legitimate source and does not/shall not constitute an offence of money laundering under the Prevention of Money Laundering Act, 2002.

- r. The Borrower hereby certifies that he/it/they have declared his/ its/their status as per the rules applicable under section 285BA of the Income Tax Act, 1961 (the Act) as notified by Central Board of Direct Taxes (CBDT) in this regard.
- s. The Borrower certifies that the information provided by the Borrower to the Bank is to the best of the Borrower's knowledge and belief, true, correct and complete and that the Borrower has not withheld any material information that may affect the assessment/categorization of the account as a reportable account or otherwise.
- t. The Borrower undertakes the responsibility to declare and disclose within 30 days from the date of change, any changes that may take place in the information provided to the Bank.
- u. The Borrower also agrees that failure to disclose any material fact known to the Borrower, now or in future, may invalidate the Borrower's application and the Bank would be within its right to put restrictions in the operations of the Loan Account or close it or report to any regulator and/or any authority designated by the Government of India (GOI)/ Reserve Bank of India for the purpose or take any other action as may be deemed appropriate by the Bank if the deficiency is not remedied by the Borrower within the stipulated period.
- v. It shall be the responsibility of the Borrower to educate himself/ itself/themselves and to comply at all times with all relevant laws relating to Foreign Account Tax Compliance Act (FATCA)/(CRS) reporting.
- w. The Borrower also agrees to furnish and intimate to the Bank, any other particulars that are called upon the Borrower to provide on account of any change in law either in India or abroad in the subject matter herein.
- x. The Borrower indemnifies the Bank for any loss that may arise to the Bank on account of providing incorrect or incomplete information.
- y. The Borrower shall not, in case the Borrower being a Company, permit any change in the ownership or control of the Borrower whereby the effective beneficial ownership or control of the Borrower shall change in any manner whatsoever, without the prior written consent of the Bank;
- z. The Borrower shall not, in case the Borrower being a Company, decide or enter into any scheme of merger, amalgamation, compromise or reconstruction without the prior written consent of the Bank;
- aa. The Borrower shall not, in case the Borrower being a Company, make any amendments in the Borrower's Memorandum and Articles without the prior written consent of the Bank;
- bb. The Borrower shall not, in case the Borrower being a Company, declare any dividend if any instalment towards principal or interest remains unpaid on its due date;
- cc. The Borrower shall not, in case the Borrower being a limited liability partnership, make any changes in the LLP Agreement, constitution of the firm, composition of its partners and the registered office of the Borrower without the prior written consent of the Bank;
- dd. In case the Borrower being a limited liability partnership, the Borrower confirms that the Bank has sanctioned the Loan to the Borrower by relying upon inter alia the provisions of section 33(2) of the Limited Liability Partnership Act, 2008 and in the event that any modification is carried out by the Borrower in the LLP Agreement without notice to the Bank, the Bank would enforce the obligations of the Borrower and the partners against each of the partners in their individual capacity.
- ee. The Borrower shall not, in case the Borrower being a partnership firm, change the composition of its partners;
- ff. Except to the extent disclosed to the Bank : (i) all the Borrower's contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arms' length basis; (ii) (a) where the Borrower is an individual, he/ she is not a director or specified near relation of a director of a banking company; (b) where the Borrower is a partnership firm/ HUF/limited liability partnership firm, none of the partners or members of the HUF is a director or specified near relation of a director of a banking company; and (c) where the Borrower is a joint stock company, none of its directors, is a director or specified near relation of a director of a banking company; (iii)(a) where the Borrower is an individual, that he/ she is not a specified near relation to any senior officer of the Bank, (b) where the Borrower is a partnership firm/ HUF/ limited liability partnership firm, none of the partners or members of the HUF, is a specified near relation of any senior officer of the Bank, and (c) where the Borrower is a joint stock company, none of its directors, is a specified near relation of any senior officer of the Bank
- gg. The Borrower shall ensure that neither the Borrower nor any director/partner/member of the Borrower has been declared a wilful defaulter; in case any director/partner/member has been declared as a wilful defaulter, the Borrower shall take expeditious steps for removal of such person
- hh. The Borrower shall not, during the tenure of this Agreement, avail of or obtain any further loan or facility on the security of the Property without the prior written consent of the Bank.
- ii. The Borrower acknowledges and accepts the rates of interest and its calculation method, other fees, charges and all other amounts

payable as per the terms of this Agreement as reasonable and the Borrower has understood the meaning of each terms and financial implications, amounts payable and liabilities and obligations created under this Agreement.

- jj. The Loan is an uncommitted Loan and can be recalled by the Bank on demand, and may be cancelled and repudiated in part or in entirety by the Bank, at any time without notice and without giving any reason.
- kk. The Borrower further agrees that the security created shall also be security for :
- (a) all other monies that may be due and payable by the Borrower to the Bank, including its subsidiaries/affiliates/ assignee, on any account whatsoever, whether present or future, including any liability of the Borrower as a surety or co-obligator either singly or along with any other person
- (b) Loan granted/continued to the Group companies/associate of the Borrower as declared from time to time.
- ll. The Borrower agrees with, and under takes that the Bank shall have an exclusive charge over the security created and that the Borrower shall not create any other encumbrance, charge or security interest in the security so created or any of them in favour of any other person or body, except with the prior written consent of the Bank. The charge/ security created by the Borrower under this Agreement shall continue and remain in force till such time all other dues under this Agreement and in respect of all other loan/ facility obtained/to be obtained by the Borrower from the Bank, and group companies are fully discharged and the Bank/ group companies issue a certificate of discharge. The security created under this Agreement and the liability of the Borrower shall not be affected, impaired or discharged by winding up (voluntary or otherwise) death/dissolution/insolvency or by any merger or amalgamation, reconstruction, takeover of the management, dissolution or nationalisation (as the case may be of the Borrower. The Borrower covenants that the security provided by the Borrower shall remain valid for the balance due to the Bank, or any other financial benefits obtained by the Borrower from any of the group companies.
- mm. The Borrower understands and acknowledges that EMIs will be increased by any incremental taxes, whether Sales tax, Goods and Service Tax, Entry tax or Excise duty or any other related and consequential charges now or hereafter levied on this transaction, with retrospective or prospective effect. The Borrower/Co-Borrower and/or Guarantor agrees and undertakes to promptly (and in any event within 7 days of being so required by the Bank) pay:
- (a) all present and future duties, taxes, expenses and any other charges whatsoever in relation to this Agreement, and
- (b) all other charges, costs and expenses from time to time specified by the Bank (including all costs and expenses incurred or paid by the Bank) in relation to this Agreement in accordance with the provisions of this Agreement and
- (c) all expenses and charges, including legal charges, incurred by the Bank for enforcement of this Agreement and/or any Security including those incurred for repossession and/or sale of the Vehicle(s) and/or for recovery of the balance Loan with other dues. If the Bank in its discretion makes any such payments, the Borrower/Co-Borrower and/or Guarantor undertakes to reimburse the Bank within 7 days of being informed by the Bank of the same, along with interest thereon at the rate mentioned in the Schedule in respect of the Loan. In particular, the Borrower agrees and undertakes to pay the charges, costs and expenses as mentioned in the Agreement.
- nn. Any dispute being raised about the computation of EMI's will not entitle the Borrower to withhold payment of any EMI's or any portion thereof. It is agreed and understood by the Borrower that the obligation of the Borrower to pay the EMI's is absolute and unconditional pursuant to his having executed this Agreement. Dishonour of any ECS/SI/NACH shall attract dishonour charges as mentioned in the Schedule hereunder
- oo. The Borrower understands and acknowledges that EMIs will be increased by any incremental taxes, whether Sales tax, Goods and Service Tax, Entry tax or Excise duty or any other related and consequential charges now or hereafter levied on this transaction, with retrospective or prospective effect. The Borrower/Co-Borrower and/or Guarantor agrees and undertakes to promptly (and in any event within 7 days of being so required by the Bank) pay: (a) all present and future duties, taxes, expenses and any other charges whatsoever in relation to this Agreement, and (b) all other charges, costs and expenses from time to time specified by the Bank (including all costs and expenses incurred or paid by the Bank) in relation to this Agreement in accordance with the provisions of this Agreement and (c) all expenses and charges, including legal charges, incurred by the Bank for enforcement of this Agreement and/or any Security including those incurred for repossession and/or sale of the Vehicle(s) and/or for recovery of the balance Loan with other dues. If the Bank in its discretion makes any such payments, the Borrower/Co-Borrower and/or Guarantor undertakes to reimburse the Bank within 7 days of being informed by the Bank of the same, along with interest thereon at the rate mentioned in the Schedule in respect of the Loan. In particular, the Borrower agrees and undertakes to pay the charges, costs and expenses as mentioned in the Agreement.
- Any dispute being raised about the computation of installment of EMI's will not entitle the Borrower to withhold payment of any installments of EMI's or any portion thereof. It is agreed and understood by the Borrower that the obligation of the Borrower

to pay the EMI's is absolute and unconditional pursuant to his having executed this Agreement. Dishonour of any ECS/SI/NACH shall attract dishonour charges as mentioned in the Schedule hereunder

7.

7.1.

EVENT OF DEFAULT:

The Bank may by a written notice to the Borrower, declare all sums outstanding under the Loan (including the principal, interest, charges, expenses) to become due and payable forthwith and enforce the Security upon the occurrence (in the sole decision of the Bank) of any one or more of the following:

- The Borrower fails to pay to the Bank any amount when due and payable under this Agreement;
- If the Borrower fails to submit the requisite number of PDCs or if any of the PDC is dishonoured.
- The Borrower fails to pay to any person other than the Bank any amount when due and payable or any person other than the Bank demands repayment of the Loan or dues or liability of the Borrower to such person ahead of its repayment terms as previously agreed between such person and the Borrower;
- The Borrower defaults in performing any of his obligations under this Agreement or breaches any of the terms or conditions of this Agreement or any other security documents, undertakings etc. executed in favour of the Bank;
- The Borrower opts to resign or retires from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever;
- The death, insolvency, failure in business, commission of an act of bankruptcy or winding-up, 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 by or against the Borrower;
- Any of the information provided by the Borrower to avail the Loan or any of his Representations, Warranties etc. herein being found to be or becoming incorrect or untrue;
- Any person other than the Bank commencing proceedings to declare the Borrower insolvent or if the Borrower shall become bankrupt or insolvent or commit act of insolvency;
- If the Borrower fails to create the Security as provided herein or if the Property is destroyed, sold, disposed of, charged, encumbered, alienated, attached or restrained in any manner or if the value of the Property or any Security created or tendered by the Borrower, in the sole discretion and decision of the Bank, depreciates entitling the Bank to call for further security and the Borrower fails to give additional security;
- An event of default howsoever described (or any event which with the giving of notice, lapse of time, determination of materiality or fulfillment of any other applicable condition or any combination of the foregoing would constitute an event of default) occurs under any other agreement or document relating to any indebtedness of the Borrower with the Bank or if, any other lenders of the Borrower including financial institutions or banks with whom the Borrower has entered into agreements for financial assistance or any part thereof.
- Any other event, which in the Bank's sole opinion is likely to have materially adverse effect on the ability of the Borrower to make payments under this Agreement. The decision of the Bank as to whether or not an event of default has occurred shall be final and binding upon the Borrower.
- If any consent, authorisation, approval or license of or registration with or declaration to governmental or public registration with or declaration to governmental or public bodies or authorities required by the Borrower in connection with the execution, delivery, validity, enforceability or admissibility in evidence of this Agreement or the performance by the Borrower of its obligations hereunder is modified in a manner unacceptable to the Bank or is not granted or revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect;

7.2.

Consequences of default :

- In the event of any default mentioned in clause 7.1 above the Bank shall have the right: -
 - To recover the entire dues,
 - To suspend any withdrawal to be effected in the Loan Account,
 - Take possession of the Security so created whether by itself or through any of the recovery agents or attorneys as may be appointed by the Bank and alienate sell, transfer the same.
 - Take any other action as it may deem fit for recovery of its dues and enforcement of the Securities.
 - To communicate in any manner it may deem fit, to or with any person or persons including guarantors, person giving reference to loan, with a view to procure assistance of such person or persons in recovering the defaulted amounts including but not limited to visiting the property and/or any place of work of the Borrower.
- The Bank shall be entitled to take possession of the Property, irrespective of whether the Loan has been recalled whenever in the opinion of the Bank, there is an apprehension of any money not being paid or the Security being jeopardised.
- In addition to the rights and remedies the Bank may have under this Agreement, the Bank shall be irrevocably entitled and authorised to require the employer of the Borrower to make deductions from

the salary/wages payable by the employer to the Borrower and remit the same to the Bank until the entire outstanding dues of the Borrower under this Agreement are completely discharged. The Borrower undertakes and agrees not to raise any objection to such deductions.

7.3. Set Off

Without prejudice to what is stated herein, the Borrower hereby expressly agrees and confirms that in the event of the Borrower failing to pay the amount outstanding under the Loan or any other loan/ facility, whether as borrower or guarantor or otherwise, in addition to any general or similar lien to which the Bank or any of its subsidiary/affiliates may be entitled by law, the Bank shall, without prejudice to any of its specific rights under any other agreements with the Borrower, at its sole discretion and without notice to the Borrower, be at liberty to apply any other money or amounts standing to the credit of the Borrower in any account (including fixed deposit account) of the Borrower (whether singly or jointly with another or others) with the Bank or any of its subsidiary/affiliates in or towards payment of the monies due from the Borrower. The rights of the Bank under this Agreement are in addition to other rights and remedies (including without limitation other rights or set off) which the Bank may have.

The Bank may at its absolute discretion appropriate any payments made by the Borrower under this loan Agreement towards repayment of any other loan outstanding under any other loan agreement or transaction entered into by the Borrower with the Bank and/or towards any other Indebtedness of the Borrower and such adjustment and/or appropriation shall be final and binding on the Borrower and the Borrower shall continue to remain liable to the Bank for payment of dues under this loan Agreement in respect of which such sums of money were so paid but were appropriated towards another outstanding dues under any other loan this Agreement or transaction entered into by the Borrower with the Bank or towards another Indebtedness of the Borrower. In addition, the Borrower hereby authorises the Bank to appropriate/adjust any balance amounts of the sale proceeds in possession of the Bank post appropriation/adjustment of the sale proceeds consequent of proceeds has the power to upon sell/transfer or otherwise disposal of any and/or all security created in its favour of the Bank under the security documents or pursuant to this Agreement upon default/ breach of terms of this Agreement, or deposited with Bank or under its possession or control and appropriate the same towards satisfaction/repayment of any other loan/ amounts due to the Bank on account of under any another agreement or transaction entered into by the Borrower with the Bank and/or the Indebtedness of the Borrower.

The Bank shall have right to apply and/or appropriate and/or set off any credit balance of the Borrower(s) or any monies/assets (including but not limited to property, assets, securities, shares, stocks, and the like) belonging to the borrower(s) coming in the hands of the Bank towards repayment of loan under this agreement or any other agreement upon occurrence of the event of default. Exercise of any such right shall be binding on the Borrower(s)

8. APPOINTMENT OF THE BANK AS THE BORROWER'S ATTORNEY

The Borrower shall appoint the Bank as its true and lawful attorney to do and execute for and in the name and on behalf of the Borrower and where the Borrower is more than one individual, jointly and severally, all or any of the acts, deeds and things, specified therein. The powers so vested in the Bank shall be irrevocable and subsists in favour of the Bank till all dues of the Borrower to the Bank are fully satisfied.

9. ASSIGNMENT AND TRANSFER

The Bank shall have a right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the Loan and outstanding amounts under the Loan or any other rights under this Agreement or any other document pursuant hereto to any person in a manner or under or under such terms and conditions as the Bank may decide in its sole discretion. The Borrower shall not transfer or assign the rights under this Agreement without previous written consent of the Bank.

The Borrower expressly agrees that in the event of any sale, assignment or transfer as aforesaid, to accept the Lender/Assignee to whom the Loan is sold, assigned or transferred as the Lender and make the repayment of the Loan to the Lender/Assignee. The Borrower acknowledges and agrees that the Bank /the Lender/Assignee shall have the right to change the Interest Rate from time to time under its policies at its sole discretion and the Borrower shall be bound by such modifications in totality.

Any cost in this behalf, whether on account of such sale, assignment or transfer or enforcement of rights and recovery of outstanding and dues shall be to the account of the Borrower. The Borrower under takes to pay to such assignee the difference between the Loan outstanding and the amount received by the Bank in the event of transfer of the loan under this Agreement to such assignee.

10. DISCLOSURE/SHARING OF INFORMATION

10.1. The Borrower irrevocably agrees and consents to the Bank at any time and in any manner disclosing and/or making available to any agencies, bureaux, affiliates or subsidiaries of the Bank, associations and other persons whatsoever any information (including personal and financial information) and documents of or relating to the Borrower, including any credit information, in such cases where the Bank considers appropriate including where such disclosure is permitted or required by or under law or where the Bank is of the view that the interests of the Bank require such disclosure or for furnishing such information and documents for preparation, publication and distribution of credit reports and credit opinions relating to the Borrower to other persons including banks and financial institutions. The provisions of this clause shall survive termination of this Agreement. The Bank shall also have a right to obtain similar information/reports relating to the Borrower from credit agencies, credit bureaux, other banks and financial institutions as the Bank may deem fit

10.2. The Borrower agrees that if the Borrower commits any breach of any

provision of this Agreement or any default or delay in the repayment of the Loan or any amount payable under this Agreement whatsoever which the Borrowers is liable to pay, the Bank shall have the unqualified right to disclose or publish the Borrower's name and particulars (including photographs and particulars of accounts), as a defaulter in such manner as the Bank may deem fit.

10.3. The Bank may disclose Borrowers personal and financial information to the statutory authorities in connection with any legal process that may be initiated by such authorities in accordance with applicable laws. The Bank may also share Borrowers information to provide superior services and may also use Borrowers information to advice about products, services and other marketing materials, which IDFC First Bank may think of been of customers' interest. The Bank shall further reserve the right to disclose the information to any third party if the disclosure of the same is for getting any additional service, products that may be beneficial to the Borrowers as per the sole assessment and discretion of The Bank.

10.4. The Borrower understands that:

- the Credit Information Bureau (India) Ltd. and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them, and
- The Credit Information Bureau (India) Ltd. and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank of India in this behalf.
- The Bank may use and share the information provided by the Borrowers with its Affiliates and third parties for providing services and any service-related activities such as collecting subscription fees, notifying or contacting Borrowers regarding any problem with, or the expiration of any services etc. In this regard, it may be necessary to disclose Borrowers information to one or more agents and contractors of the Bank and their sub-contractors, but such agents, contractors, and sub-contractors will be required to agree to use the information obtained from the Bank only for these purposes.

11. MISCELLANEOUS

11.1. Appointment of third parties by the Bank

The Borrower accepts that the Bank shall without prejudice to its right to perform the activities itself or through its officers or employees or other authorised agents, be entitled, and have full power and authority, to appoint one or more third parties and delegate to such third party all or any of its functions, rights and powers under this Agreement relating to the administration of the Loan including the right to collect and receive on behalf of the Bank all the dues under this Agreement and give valid and effectual receipts and discharge to the Borrower and to perform and execute all lawful acts, deeds, matters and things connected herewith or incidental hereto. For the purpose aforesaid or any other purpose which the Bank at the sole discretion may deem fit, the Bank shall be entitled to disclose to such third parties all necessary and relevant information pertaining to the Borrower.

11.2. Disclosure / Privacy of Borrower Information

- In the Event of Default, the Bank shall also be entitled to communicate in any manner it may deem fit, to or with any person or persons including guarantors, person giving reference to loan, with a view to procure assistance of such person or persons in recovering the defaulted amounts including but not limited to visiting the property and/or any place of work of the Borrower.
- The Borrower agrees that the Bank may be required to disclose Borrower personal and financial information to the statutory authorities in connection with any legal process that may be initiated by such authorities in accordance with applicable laws.
- The Bank discourages the Borrower from sending or posting to the Bank's web site any information that the Borrower considers to be confidential or proprietary. Please note that if the Borrower do send or post any such information or material, the Bank will assume that it is not confidential. By sending or posting any information or material, the Borrower grant the Bank/IDFC First an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute those materials or information, and the Borrower agrees that the Bank is free to use any ideas, concepts, know-how or techniques that the Borrower sends or post for any purpose on this web site.
- The Borrower agrees that the Bank may also share Borrower information to provide Borrowers with superior services and a range of offers. The Bank may use this information to advise Borrowers about products, services and other marketing materials, which the Bank think may be of interest to Borrowers. The Bank further reserves the right to disclose the information to any third party if the disclosure of the same is for getting any additional service, products which may be beneficial to the Borrower, as per the sole assessment and discretion of The Bank
- The Bank will limit the collection and use of Borrower information only on a need-to-know basis to deliver better service to the Borrowers. The Bank may use and share the information provided by the Borrowers with its Affiliates and third parties for providing services and any service-related activities such as collecting subscription fees for such services, and notifying or contacting the Borrowers regarding any problem with, or the expiration of, such services. In this regard, it may be necessary to disclose the Borrower information to one or more agents and contractors of the Bank and their sub-contractors, but such agents, contractors, and sub-contractors will be required to agree to use the information obtained from the Bank only for the said purposes. The Borrower authorises the Bank to exchange, share, part with all information

related to the details and transaction history of the Borrower to its Affiliates/ Banks/ Financial Institutions/ Credit Bureaus/ Agencies/ Participation in any telecommunication or electronic clearing network as may be required by law, customary practice, credit reporting, statistical analysis and credit scoring, verification or risk management or any of the aforesaid purposes and shall not hold the Bank liable for use or disclosure of this information. The Bank values relationship with Borrower and will at all times strive to ensure Borrower's privacy.

11.3. Force Majeure

The Borrower shall be liable to perform or fulfil its obligations at all point of time and shall not delay/postpone performance, its obligations in whole or in part, even on the ground of any force majeure event such as acts of God, floods, cyclones, earthquakes, fires, wars, riots, strikes, orders of governmental or other statutory authorities.

11.4. Service of Notice

All notices, requests, demands, waivers or other communications (including Customer Copy of Loan Agreement, Key Fact Statement, Welcome Letter etc., under or in connection with this Agreement shall be given in writing by mail, e-mail, or fax as mentioned under the Schedule. Any such notice or other communication will be deemed to have been duly given if: (a) delivered personally; (b) sent by registered mail with postage prepaid; (c) sent by next-day or overnight mail/courier or delivery; or (d) sent by email/facsimile. Borrower confirms that all risks shall be fully borne by him and he assumes full responsibility for the same. Borrower agrees to immediately intimate the Bank of any change in the postal address, email ID and acknowledges that the Bank shall not be liable for any loss or damage that may be caused to the Borrower owing to change in address

11.5. Severability

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 applicable law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

11.6. Indemnity

The Borrower undertakes to indemnify and keep Bank and its officers / employees fully indemnified and harmless from and against all the consequences of breach of any of the terms, condition, statements, undertakings, representations and warranties of this Agreement as also of any of its representations or warranties not being found to be true at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered or incurred by the Bank. The Borrower hereby agrees to and understands that this indemnity would cover all acts and omissions on the part of the warranties and / or representations of the Borrower.

The indemnity provided under the presents shall survive termination of this Agreement.

11.7. Entire Agreement & Counterpart

The Parties confirm that this Agreement and its Annexure and any other documentation pursuant to it represent one single agreement between the Parties. This Agreement may be executed in separate counterparts,

each of which, when so executed and delivered, shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument only

11.8. Supremacy & Amendment

This Agreement supersedes all discussions and Agreements (whether oral or written, including all correspondence) prior to the date of this Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement may be modified or amended only by a writing duly executed by or on behalf of each of the Parties.

11.9. Waiver

Any failure and/or delay on the part of the Bank in exercising any right or power under this Agreement or documents in connection with this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any other or future exercise thereof or the exercise of any other power or right. The rights and remedies of the Bank provided for in this Agreement are cumulative and not exclusive of any rights or remedies available under the law.

11.10. Governing Law, Jurisdiction and Arbitration

The Parties agree that this Agreement shall be governed by the laws of India. The Borrower hereby expressly agrees that all disputes arising out of and/or relating to this Agreement including any transaction document which is:

a) below the pecuniary jurisdiction limit of the Debt Recovery Tribunals established under Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (51 of 1993), then such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, by a sole arbitrator, appointed by the Bank. The arbitration proceeding shall be conducted in the English language. The award passed by the arbitrator shall be final and binding on the Parties. The costs of such arbitration shall be borne by the losing Party or otherwise as determined in the arbitration award. The arbitration proceedings shall be held either in Delhi/ Mumbai/ Chennai/ Kolkata and/or such other place as may be notified at the sole discretion of the Bank.

b) above the pecuniary jurisdiction limit of the Debt Recovery Tribunals established under Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (51 of 1993), then such dispute shall be referred at the sole discretion of the Bank to:

The exclusive jurisdiction of the courts/tribunals of the city in which the Branch/Bank Outlet of the Bank is situated. Provided that to the extent allowed by law, the Bank shall be entitled to take proceedings relating to a dispute in any court/tribunal of any place with jurisdiction.

Or

To arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, by a sole arbitrator, appointed by the Bank. The arbitration proceeding shall be conducted in the English language. The award passed by the arbitrator shall be final and binding on the Parties. The costs of such arbitration shall be borne by the losing Party or otherwise as determined in the arbitration award. The arbitration proceedings shall be held at Delhi/ Mumbai/ Chennai/ Kolkata and/or such other place as may be notified at the sole discretion of the Bank.

Signed and delivered by the within named Borrower:

Date: _____

1. _____
Borrower Name

2. _____
Co-Borrower Name

3. _____
Co-Borrowers Name

4. _____
Co-Borrowers Name

5. _____
Co-Borrowers Name

6. _____
Co-Borrowers Name

Signature of the Borrower

Signature of the Co-Borrower

Signature of the Co-Borrower

Signature of the Co-Borrower

Signature of the Co-Borrower

Signature of the Co-Borrower

Signed, and Delivered by the within named Bank, IDFC FIRST Bank Limited through its authorized official.

Employee Name : _____

Employee Signature : _____

SCHEDULE/ KEY FACT STATEMENT (ANNEXURE I)

Customer Copy

Sr. No.	Particulars	
I	Place of Execution of Agreement	
II	Date of Execution of Agreement	
III	Address of the Branch	
IV	Name and Address of Borrower	Constitution: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> HUF <input type="checkbox"/> Trust <input type="checkbox"/> Society <input type="checkbox"/> Others _____ Name: _____ Address: _____ _____ _____ Email: _____ Contact: _____
V	Name and Address of the Co-Borrower	1. Constitution: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> HUF <input type="checkbox"/> Trust <input type="checkbox"/> Society <input type="checkbox"/> Others _____ Name: _____ Address: _____ _____ _____ Email: _____ Contact: _____ 2. Constitution: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> HUF <input type="checkbox"/> Trust <input type="checkbox"/> Society <input type="checkbox"/> Others _____ Name: _____ Address: _____ _____ _____ Email: _____ Contact: _____
		3. Constitution: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> HUF <input type="checkbox"/> LLP <input type="checkbox"/> Trust <input type="checkbox"/> Society <input type="checkbox"/> Others _____ Name: _____ Address: _____ Email: _____ Contact: _____ 4. Constitution: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> HUF <input type="checkbox"/> Trust <input type="checkbox"/> Society <input type="checkbox"/> Others _____ Name: _____ Address: _____ Email: _____ Contact: _____ 5. Constitution: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> HUF <input type="checkbox"/> Trust <input type="checkbox"/> Society <input type="checkbox"/> Others _____ Name: _____ Address: _____ Email: _____ Contact: _____

(Borrower)

(Co-borrower)

(Co-borrower)

VI	Details of Sanction Letter	
VII	Loan Amount	Rs. _____ /- (Rupees _____ Only)
VIII	Date of reset of interest	The reset date will be 1st day of next month for Short & Sweet accounts and EMI cycle date for other Loans
IX	Purpose of Loan	
X	Mode of communication of changes in interest rates	Email/Letter
XI	Fees	a) During the term of the loan -Refer schedule of charges* b) Fee refundable if loan is not sanctioned or disbursed - NIL c) Conversion charges for switching from floating to fixed interest and vice versa -Refer schedule of charges* *Please refer schedule of charges for other applicable fees
XII	Tenure	_____ Months
XIII	Applicable EBR (External Benchmark Rate) reset tenor	3 Months
XIV	Applicable EBR (External Benchmark Rate) of IDFC FIRST Bank as on disbursal date	_____ %
XV	Interest Spread	_____ %
XVI	Applicable Rate of Interest	Fixed Interest Rate 1. Fixed Rate Of Interest shall be _____ % p.a. 2. EMI Shall be _____ % p.a. 3. Interest shall be calculated at Monthly rest Floating Interest Rate 1. Marginal cost lending rate (MCLR) _____ (%) + _____ % (Margin) = presently _____ % 2. EMI shall be _____ % p.a. 3. Interest shall be calculated at Monthly rest All rates of interest mentioned herein are exclusive of interest tax and/or any such other levies / duties. Such interest tax / other levies / duties, if any, applicable, shall be payable by the Borrower to Lender over and above the rates mentioned hereinabove.
	Split Rate of Interest	• Fixed Rate per annum : _____ % for _____ months • Floating rate of Interest (p.a.) after completion of fixed tenure/period : (This would be subject to variation in case of rates on interest changing during the repayment term of the loan)
XVII	Additional Interest (Plus Interest Taxes/Statutory Levies as applicable)	_____ % p.a. on the amount overdue.
XVIII	EMI Break-up	Total Principal due over entire tenure of loan _____ Total Interest due over entire tenure of loan _____
XIX	Moratorium	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Moratorium Repayment due day _____
XX	Repayment	<input type="checkbox"/> Frequency - Equated Monthly Instalment i. EMI Amount _____ ii. No. of EMI's _____ iii. Period : From _____ to _____ iv. EMI due day of each month _____ Pre-Equated Monthly Repayment Interest i. Pre - EMI Amount _____ ii. Period: From _____ to _____ <input type="checkbox"/> Non-Equated Monthly Instalment i. EMI period: From _____ to _____ EMI amount _____ ii. EMI period: From _____ to _____ EMI amount _____ iii. EMI period: From _____ to _____ EMI amount _____

XXI	Guarantors	1. Constitution: <input type="checkbox"/> Individual <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> HUF <input type="checkbox"/> Others Name: _____ Address: _____ _____ 2. Constitution: <input type="checkbox"/> Individual <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> HUF <input type="checkbox"/> Others Name: _____ Address: _____ _____
XII	Security Address i. Exclusive charge by way of mortgage in favour of the Bank over the Property ii (Other securities, if any, to be specified)	
XIII	Date on which annual outstanding Balance Statement will be Issued (Not applicable for short and sweet LAP loans)	By 30th April
XIV	Reprising Fees (on Principal Outstanding at the time of such request)	1/2 of rate drop given to the customer as a %
XV	Switch/Conversion fees (conversion from MCLR to EBR)	Principal Outstanding < 3 Crs --- INR 5000 + GST; Principal Outstanding >= 3 Crs --- INR 10,000 + GST
XV	Date on which annual outstanding Balance Statement will be Issued (Not applicable for short and sweet LAP loans)	By 30th April

End Use Declaration:

I/We (hereinafter referred to as "the borrower(s)") say that I/We have availed credit facility from IDFC FIRST BANK LIMITED (hereinafter referred to as 'the Bank' on the terms and conditions as set out under the Loan Agreement dated _____ subject to compliance of various formalities including but not limited to ensure that the end use of credit facility will be used for the purpose for it is granted by the bank.

That the said Loan is for the purpose of _____

I/We hereby represent, warrant and confirm that the end usage of loan shall not be for any speculative or illegal purpose. Loan amount will be utilized for aforementioned valid purpose. The facility will be used for the purpose it is granted by the bank/ declared by me/us at the time of availing the facility and not for investment in the stock market in any form.

I/We agree that any breach or default in complying with all or any of the aforesaid undertaking(s) will constitute an event of default under the Loan Agreement. In such a case the Bank will have the right to recall the facility at any time.

I/We declare that whatever I/We have stated hereinabove is true and correct to the best of my knowledge, information and belief.

(ANNEXURE II)
SIMPLE NRI LOAN AGAINST PROPERTY

In case the Borrower is a Non-Resident Indian ("NRI"), the terms and conditions set out in this Annexure shall be applicable, in addition to the terms and conditions set out in the Loan Agreement and such other Annexure(s) as may be applicable.

IT IS AGREED AS FOLLOWS:

Incorporation of defined terms:

Unless a contrary indication appears, terms defined in the Term Loan Agreement shall have the same meaning in this Annexure.

"NRI" or non-resident Indian shall mean a person resident outside India who is a citizen of India.

This Annexure and the terms and conditions hereunder shall come into force on the signing of the same by the Borrower and the Bank. With effect from the date of this Annexure and for the purposes of this Annexure, the Term Loan Agreement shall stand amended as follows:

I. the following sub-clause (e) shall stand added after sub-clause (d) of clause 3.3 in the term loan Agreement and subsequent sub-clauses renumbered accordingly:

e) The Borrower except the Co-Borrower shall have submitted to the Bank an evidence that he holds an Indian passport and is a resident of the Country stated in the Schedule under residence permit of such Country which is valid on the date of this Agreement and possesses a valid employment contract of business license of such Country and has been in employment/has been carrying on business or vocation in such Country or who stays abroad for any other purpose in circumstances indicating an indefinite period of stay outside India; and

IV. An additional Clause 4.1A shall be added after Clause 4.1 of the Term Loan Agreement as follows:

4.1A The Borrower except the Co-Borrower shall ensure that the repayment of monies under this Agreement is made through the funds held in any non-resident account maintained in accordance with the provisions of the Foreign Exchange Management Act, 1999 and the regulations made by Reserve Bank of India from time to time.

V. An additional Clause 4.9A shall be added after Clause 4.9 of the Term Loan Agreement as follows:

4.9A Repayment in case of change in NRI Borrower's status

Notwithstanding anything to the contrary contained in this Agreement, the Loan together with all interest, costs, charges etc. shall become

immediately due and payable in case -

(c) The Borrower except the Co-Borrower ceases to be an Indian citizen and/or acquires citizenship of any other country or a foreign passport;

(d) The Borrower except the Co-Borrower changes his residence from the country stated in the Schedule to another country or leaving the country of residence as stated in the Schedule, for employment or business or for long-term stay in any other country.

IV. The following sub-clauses shall stand added after sub-clause (s) of clause 7.1 in the Term Loan Agreement

jj) The Borrower except the Co-Borrower holds a valid Indian passport as per details stated in the Schedule and is not resident of India and is a resident of the country stated in the Schedule under residence permit of such country which is valid on the date of this Agreement and possesses a valid employment contract or business license of such country and has been in employment/has been carrying on business or vocation in such country or who stays abroad for any other purpose in circumstances indicating an indefinite period of stay outside India; kk) The Borrower shall notify the Bank regarding the change in his/her/their status as a resident/non-resident Indian.

pp) The Borrower except the Co-Borrower shall promptly inform the Bank or upon any change in the country of residence as stated in the Schedule or leaving such country of residence for employment or business or a long-term stay in any other country;

qq) The Borrower except the Co-Borrower shall abide by and fulfil the provisions of Foreign Exchange Management Act, 1999, as amended from time to time and all other applicable laws with respect to purchasing, retaining, using, selling immovable property in India and repatriating proceeds outside India and shall indemnify and keep indemnified the Bank in that behalf.

rr) None of the Co-Borrowers are persons who are not relatives (as defined under Foreign Exchange Management (Borrowing and lending in rupees) Regulations, 2000, dated 3-5-2000 [GSR 387(e)]) of the Borrower.

ss) The following shall be read together with the Clause 11 of the Term Loan Agreement:

The Borrower hereby authorizes the Co-Borrower to receive any notice/s or request on his behalf. The Borrower further submits that any notice/s and/or request served on/to the Co-Borrower shall be deemed to be served on the Borrowers and need not be separately served on the Borrower.

Signed and delivered by the within named Borrower:

1.	_____	Borrower Name
2.	_____	Co-Borrower Name
3.	_____	Co-Borrowers Name
4.	_____	Co-Borrowers Name
5.	_____	Co-Borrowers Name
6.	_____	Co-Borrowers Name

Date: _____

_____	Signature of the Borrower
_____	Signature of the Co-Borrower
_____	Signature of the Co-Borrower
_____	Signature of the Co-Borrower
_____	Signature of the Co-Borrower
_____	Signature of the Co-Borrower

Signed, and Delivered by the within named Bank,
IDFC FIRST Bank Limited through its authorized official.

Employee Name : _____

Employee Signature : _____

ANNEXURE IV

LOAN AGAINST RENT RECEIVABLES (LARR)



(Additional Terms and Conditions applicable to Loan against Rent Receivables)

The Borrower hereby agrees that the Loan against Rent Receivables 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. Loan against Rent Receivables

The Bank has, at the request of the Borrower/s, have agreed to provide Loan against Rent Receivables as more specifically mentioned in Schedule I hereof (hereinafter referred to as "LARR") to the Borrower on the terms and conditions as mentioned in the Agreement and the Schedules thereunder and on securitization of the Lease Rent Receivables due to the Borrower from its Licensees/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 __, 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 & 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 Rent 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 Rent 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 meaning 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, securitization of the Lease Receivables due to the Borrower from its Licensee(s) / Lessee(s) / Occupants(s) / Tenant(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, cost, charges and expenses.
- c) agrees not to assign the Lease Rent Receivables to anyone 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 Rent 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 Rent 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 Rent Receivables without the prior written consent of the Bank.

Signature

Borrower

Co-Borrower

ESCROW ARRANGEMENT LETTER

Date:

To,

IDFC FIRST Bank Limited _____ _____ _____ (hereinafter referred to as the "Lender")	IDFC FIRST Bank Limited _____ _____ _____ (hereinafter referred to as the "Account Bank" or "Escrow Agent")
--	--

Dear Madam/Sir,

Subject: Authorisation for deduction of EMI of Loan from the Net Rental proceeds

At the request of the _____, (hereinafter referred as "the Borrower"), the Lender has granted to the Borrower financial facilities in form of a loan to the extent of Rs. _____ (hereinafter referred to as "the Loan") on the terms, conditions and covenants contained in _____ hereinafter referred to as "loan agreement").

The Borrower owns and is in possession of the premises situated at _____ (hereinafter referred to as "the premises").

As per the Lease/Leave & License Agreement dated _____ (hereinafter referred to as "the Lease Deed") entered into between the Borrower and _____ (hereinafter referred to as "the Lessee"), the Borrower/s, have leased/ licensed the premises to the Lessee.

One of the conditions of the loan agreement is that the present and future rentals/license fee payable by the Lessee in terms of the Lease Deed (hereinafter referred to as "the Rental Receivables") shall be deposited in the Escrow Account maintained with the Escrow Bank and be utilised in a manner provided herein below.

In consideration of the above, the Borrower and the Lessees hereby state, confirm, agree, declare and undertake as under:

1. That the Borrower/s has/have irrevocably advised, instructed and authorized the Lessee/s, and the Lessee/s agree, accept and undertake to directly credit/deposit the Rental Receivables without any setoff, into the bank account bearing Account No _____, ("the Escrow Account") maintained at _____ Branch of the Escrow Agent .
2. That the Borrower hereby irrevocably authorize the Lender and the Account Bank to appropriate the Rental Receivables deposited in the Escrow Account towards payment/repayments of the amounts pertaining to the Loan by way of transferring the said amount to account No. _____ of the Lender maintained at _____. The said appropriation of the amounts in the Escrow Account shall be made by the Escrow Bank or the Lender on ____ day of every month. Any excess amount post payment/ repayments of the amounts pertaining to the loan will be transferred to the below Saving/Current Account."

Account Name :**Account Type :****Account Number :****IFSC Code :****Bank Branch Name &Address :**

3. That the Parties hereto have agreed and accepted that no Person other than the Authorized Signatories of the Lender as listed in Schedule attached hereunder shall have any right to provide instruction to the Account Bank. The Lender may however by a notice in writing to the Account Bank change its Authorized Signatories from time to time.
4. That the Borrower hereby irrevocably authorizes the Account Bank to disclose to the Lender, any information relating to the Escrow Accounts and the credit balances, from time to time therein, as the Lender may, from time to time, request.
5. That the Parties hereto have agreed and accepted that the Account Bank may act in conclusive reliance upon any instrument or signature believed by it to be genuine and may assume that any Person purporting to give receipt, instruction or advice, make any statement, or execute any document in connection with the provisions of this Letter has been duly authorized to do so. The Account Bank shall be under no duty to inquire into or investigate the validity, accuracy, or content of any such document.
6. That the Borrower and the Lessee confirm their respective agreement to act upon the above said instructions contained in this letter until the same are revoked with the prior written consent of the Lender.
7. That the Borrower authorised the Lessee and the Lessee accept and confirm to accept instructions from the Lender in respect of the Rental Receivables and all liabilities arising out of the actions taken by the Borrower/Lessee on the instructions of the Lender will be binding on the Borrower. These instructions are irrevocable and the Lessees may ignore any contrary instructions unless the same is in writing and signed by the Lender.
8. That in the event of the Lessees giving a notice of termination of the Lease Agreement and/or vacating the leased premise which has been provided to the Lessees as per the Lease Deed, the Lessees will immediately inform the Lender of the same.

(Borrower)

(Co-borrower)

(Co-borrower)

9. That the Borrower confirms that the premises is mortgaged to the Lender as a security for payment/repayment of all amounts in connection with the Loan.
10. That all rights under the Lease Deed shall vest with the Lender and the Borrower and/or the Lessee/s will not obstruct or prevent the Bank from taking possession of the premises under Securities and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) or any other law in force, irrespective of whether the loan has recalled whenever in the opinion of the Lender, there is any apprehension of any money not being paid or Lender's Security is being jeopardised and the Borrower and/or the Lessees shall vacate the premises and handover the peaceful possession of the said premises to the Lender.

Thanking you,
Yours truly,

(Borrower/s)

(Lessee/s)

We confirm, agree and accepted (IDFC FIRST Bank Limited)
("Account Bank"/"Escrow Agent")

**SCHEDULE ABOVE REFERRED TO:
LIST OF AUTHORIZED SIGNATORIES**

LENDER 'S AUTHORISED SIGNATORIES	SPECIMEN SIGNATURE
Name: Designation:	
Name: Designation:	
Name: Designation:	
THE BORROWER'S AUTHORISED SIGNATORIES	SPECIMEN SIGNATURE
Name: Designation:	
Name: Designation:	
Name: Designation:	

SOC of Term loan and SOC of S&S product

Products/Type of charges	LOAN AGAINST PROPERTY/SUVIDHA
EMI Bounce charges per presentation	500
Late payment/Penal charges/ Default interest/Overdue (per month)	2% of the unpaid EMI or Rs 300 whichever is higher
Cheque Swap charges (per swap)	500
Cancellation & Rebooking charges	10,000 towards Cancellation in case of uncashed disbursal Cheque; 10,000 + Interest from date of disbursal till receipt of cancellation request, in case of encased disbursal Cheque
Loan re scheduling charges (per re scheduling)	1000
Duplicate No Objection Certificate Issuance Charges	500
Physical Repayment Schedule	500
Physical Statement of Account	500
Document retrieval charges (per retrieval)	500
Stamping Charges	As per actuals
Processing fees	Upto 3 % of Loan Amount
List of Documents	1000
Initial Money Deposit/ Application Fees (Non-refundable)	6500
EMI Pickup/ Collection Charges	350
Reprising Fees (on Principal Outstanding at the time of such request)	1/2 of rate drop given to the customer as a % or INR 10000, whichever is higher
Switch/Conversion fees (conversion from MCLR to EBR)	Principal Outstanding < 3 Crs --- INR 5000 + GST; Principal Outstanding >= 3 Crs --- INR 10,000 + GST
Foreclosure / Prepayment charges*	Refer Annexure Below
Part Payment charges	- NIL charges upto a maximum of 20% of principal outstanding - allowed only once with a gap of 12 months

*Charges above are exclusive of GST

Annexure to Foreclosure / Prepayment charges and Part Payment charges

Foreclosure charges/Part Payment Charges when part payment is >20% within a gap of 12 months					
		Source of funds - other than own funds including Balance Transfer		Source of funds - Own Funds	
		Rate Type - Fixed	Rate Type - Floating	Rate Type - Fixed	Rate Type - Floating
Individual Non MSME primary applicant (No MSME co-applicant on loan structure)	Purpose of loan - Personal use	5%	0%	5%	0%
	Purpose of loan - Business use	5%	>=24 EMIs cleared 3; else 4%	5%	>=24 EMIs cleared 3; else 4%
Non-Individual primary applicant (No MSME co-applicant on loan structure)	Purpose of loan - Personal/Business use	5%	>=24 EMIs cleared 3; else 4%	5%	>=24 EMIs cleared 3; else 4%
Exception to the above If any Individual or Non-individual applicant or co-applicant on the deal is MSME and has valid UDYAM certificate in his name	Purpose of loan - Personal/Business use	5%	>=24 EMIs cleared 3; else 4%	0%	0%

(Security Documents)

POWER OF ATTORNEY

Whereas, IDFC FIRST Bank Limited, a company within the meaning of the Companies Act, 2013 and a banking company within the meaning of Banking Regulation Act, 1949 having its Registered Office at KRM Tower, 7th Floor, No: 1, Harrington Road, Chetpet, Chennai - 600031 and among others, a branch office at the place specified in annexure hereto (hereinafter called "the Lender" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) has at my/our request sanctioned/granted me/us/our firm/company, Facility/Loan/Top-Up Loan of the amount as mentioned in the annexure hereto on the terms and conditions contained in Facility Agreement/Loan Agreement/Supplemental Top-Up Loan Agreement mentioned in the annexure hereto entered into between me/us and the Lender.

And Whereas, the terms and conditions of the said Facility Agreement/Loan Agreement/ Top-Up Loan Agreement require due repayment of the aforesaid Facility/Loan/Top-Up Loan together with interest, fees, charges, costs and other expenses and all other amounts payable by me/us to the Lender to be secured by such security as the Lender may require from time to time including creation of mortgage over the property in relation to the said Facility Agreement/Loan Agreement/Supplemental Top-Up Loan Agreement (as more particularly described in the Annexure hereto) (the "Property").

And Whereas, in consideration of the Lender having sanctioned the aforesaid Facility/Loan/Top-Up Loan, I/we have created/agreed to create exclusive/pari passu mortgage in favour of the Lender over the Property.

And Whereas, I/we have agreed to execute irrevocable Power of Attorney in favour of the Lender authorising the Lender to do certain acts, deeds, matters and things in relation to the Property in the manner hereinafter appearing.

NOW ALL MEN AND THESE PRESENTS WITNESSETH that I/we do hereby nominate, constitute and appoint the Lender as my/our true and lawful attorney for me / us in my/our name and on my/our behalf and at my/our cost and risk to do, execute and perform all or any of the following acts, deeds, matters and things to do that is to say:

1. To make, execute, sign, seal and deliver and cause to be registered in favour of the Lender at my/our cost and expense (inclusive of all stamp duties, fees and taxes) in all respects:
 - i. An equitable or any other form or type of mortgage in respect of the Property, as a security for the Loan/Top-Up Loan together with interest/commission, further interest by way of liquidated damages, costs, charges and expenses and all other monies payable by me to the Lender in respect of the Facility/Loan/Top-Up Loan, with all covenants, conditions, declarations, agreements, provisions and stipulations as in the absolute discretion of the Lender be seemed stipulations as in the absolute discretion of the Lender be deemed necessary or expedient and in the form acceptable to the Lender; and
 - ii. All such other deeds and documents as also the requisite particulars required to be filed with any authority as may be necessary.
2. To apply for and obtain the necessary Certificate/Certificates and permissions under Section 281(1) of the Income Tax Act, 1961 or any other applicable law and/or any other certificate that may be necessary and all other deeds and documents and for the purpose of the equitable or any other form or type of mortgage, to appear for and on behalf of me/us before the concerned authorities and pay and discharge all liabilities if any and reimburse all such sums so paid or debit such amounts to my/our account carrying interest at stipulated rates.
3. To sign and file any applications, statements, declarations and other papers as may be required under the provisions of any law and in particular, to apply for and obtain necessary permission or consent as may be necessary for creation of the equitable or any other form or type of mortgage and all deeds and documents for the purpose of creating an effective security in favour of the Lender and for the above purpose to appoint any nominee/agent to appear for and on my/our behalf before the State Government and/or other authorities and to incur on my/our behalf all costs, charges and expenses in that behalf as also to engage any solicitor, advocate, architect, valuer or other person concerned for the purpose and to reimburse any such sums as may have been paid in that behalf and claim or debit the said amount to my/our account carrying interest at the stipulated rates.

4. To appear before the Registrar and Sub-Registrar of Assurances in any District or Sub-District appointed to register documents under the law applicable thereto for the time being in force for the registration of documents and to present for registration the deed/s and document/s, executed by virtue of these presents and also to admit execution thereof and to do or cause to be done all such acts, deeds, matters and things as may be necessary or proper for the effectual completion and all other deeds and documents so executed in the Land Registry, Collector and other Revenue Authorities as well as the Registrar of Companies or otherwise howsoever.
5. To apply for and obtain the consent or permissions of the Society/ Condominium/Company and any authority or body [including the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976] in connection with the mortgage of the Property or giving the Property on lease/licence/tenancy basis.
6. To appear on my/our behalf before any Court, Tribunal or authority and commence, institute, maintain, prosecute or defend any proceedings relating to or in anywise touching the affairs of the Property.
7. To sign any verify all vakalatnamas, pleadings, documents, memoranda, petitions and other papers and to file the same before any Court, Tribunal or other authority.
8. To state, settle, compromise, submit for arbitration, withdraw, file an appeal or other proceedings in respect of any dispute or matter relating to or in anywise touching the affairs of the Property.
9. To enforce security in terms of the Memorandum of Deposit of Title Deeds including taking possession of the said Property and for the said purpose, to do all such acts, deeds, matters and things as may be necessary.
10. AND GENERALLY to do or cause to be done every other act, deed, matter or thing which the Lender may deem necessary or expedient for the purpose of or in relation to these presents as well as for the effectual creation of the equitable or any other form or type of mortgage and all other deeds and documents in favour of the Lender, as fully and effectual as if I/ we was/were present and had done, executed and performed the same my self/ourselves.
11. Further, to delegate to the substitute attorney or attorneys so nominated or appointed by me/us, all or any or some of the powers, authorities hereby conferred on the Lender as my/our Attorney and to revoke any such nomination or appointment and to nominate and to appoint another or others in his/their place, provided that such nomination and appointment shall not divest Attorney of any of the power granted under the afore recited Power of Attorney and provided further that the power to nominate or appoint substitute under this paragraph shall not be exercisable further by any such substitute or substitutes.
12. And I/we hereby agree, ratify and confirm all that the Lender may as such Attorney lawfully do or cause to be done in relation to and by virtue of these presents.
13. AND I/WE DO HEREBY DECLARE that this Power of Attorney shall be irrevocable till all the dues of the Lender in respect of the Facility/Loan including the principal amount thereof together with interests, costs, charges and expenses and all other monies due and payable thereon are fully and finally repaid to the Lender.
14. I/We do hereby agree that all or any of the powers hereby conferred upon the said Attorney may be exercised by any officer or officers of the said Attorney nominated in writing by the Lender / any other Constituted Attorney of the said Lender specifically authorized in that behalf.

The powers vested in the Bank shall be irrevocable and subsist in favour of the Bank till all my/or dues to the Bank are fully satisfied.

The Powers conferred herein may be exercised by the Bank in its sole discretion but it shall not be obligatory for the Bank to exercise such powers.

The aforesaid powers or any of them shall be exercised by the Bank through any of its employees or agents and the Bank may delegate any or all of the said powers and authorities to such employee or agent. I/We declare that the appointment of the Bank as my/our attorney shall be irrevocable and binding on my/our legal heirs, executors, successors, administrators and assigns.

IN WITNESS WHEREOF I/WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF MONTH _____ YEAR

SIGNED AND DELIVERED BY

Name_____
Signature_____
Name_____
Signature_____
Name_____
Signature_____
Name_____
Signature**ANNEXURE**

Branch Name & Address	
Facility Agreement/Loan Agreement/ Top-up Loan Agreement dated	
Sanctioned Loan Amount	
Property Details	

Signed before me (Notary)

MEMORANDUM OF MORTGAGE BY CONSTRUCTIVE DELIVERY OF TITLE DEEDS

Memorandum that on the _____ day of _____, 20__

1. _____ I/We _____
_____, adult, residing at _____

OR

M/s _____ having office at _____

_____ through
its authorised signatory _____ (hereinafter called "**the Mortgagor/s**"), had
delivered and deposited at _____ on _____ 20__ with **IDFC FIRST Bank Limited**, a company
registered under the Companies Act, 2013 and a banking company within the meaning of the Banking Regulation Act,
1949 and having its registered office at KRM Tower, 7th Floor, No.1 Harrington Road, Chetpet, Chennai 600 031 and
amongst others, a branch at _____

_____ (hereinafter called "**the Bank**") the documents of title mentioned in
the **Schedule 'A'**, hereunder belonging to the Mortgagor/s, (hereinafter referred to as "**the title deeds**") with intent to
create security by way of deposit of title deeds in respect of immovable property/ies, more particularly described in
Schedule 'B' ("hereinafter referred to as "**the immovable property/ies**") to secure the due repayment to the Bank of
all amounts advanced/to be advanced to _____ residing at/having office at _____

_____ (hereinafter called "**the Borrower**") to the extent of Rs. _____
(Rupees _____ only) (hereinafter called "**the Facility/ies**") vide Sanction Letter
dated _____ and Loan Agreement dated _____ (as amended or varied from time to time)
alongwith interest, modified interest, revised interest, liquidated damages, compound interest, premia on prepayment,
costs, charges, expenses and other monies payable etc., whatsoever payable by the Borrower to the Bank.

2. _____ The Mortgagor/s on _____ at
_____ has accorded and gave his/its oral consent to the Bank to hold and retain the title deeds,
deposited on _____ at _____ as mentioned in clause No.(1) above, as and by way of mortgage by
deposit of title deeds by way of constructive delivery, to secure the due repayment to the Bank of all additional
amounts advanced/to be advanced to the Borrower amounting to the extent of Rs. _____ (Rupees _____
only) (hereinafter called "**Additional the Facility/ies**") vide Sanction Letter
dated _____ and Loan Agreement dated _____ (as amended or varied from time to
time) together with interest, modified interest, revised interest, liquidated damages, compound interest, premia on
prepayment, costs, charges, expenses and other monies payable etc., whatsoever payable by the Borrower to the
Bank.

3. _____ The Mortgagor/s further declares that the documents
deposited with the Bank are the only documents that are in his/her/its possession and custody and the said immovable
property/ies is/are free from all the encumbrances.

4. _____ The Mortgagor/s further declares that
_____ is authorised to create the mortgage by deposit of title deeds as above pursuant to
_____.

Signed & Delivered the within named _____)
Mortgagor/s on ____ day of ____ 20____) _____)

_____)
_____)

In the presence of : _____)

1. _____)

2. _____)

SCHEDULE - A
(LIST OF TITLE DEEDS/ DOCUMENTS)

SCHEDULE - B
(DESCRIPTION OF IMMOVABLE PROPERTY)

MEMORANDUM OF DEPOSIT OF THE TITLE DEEDS

Memorandum that on the _____ day of _____, 20__

I/We _____, adult, residing at _____

OR

M/s _____ having office at _____

_____ through its authorised signatory _____

_____ (hereinafter called "**the Mortgagor/s**"), has delivered and deposited at _____ on

_____ 20 __ with **IDFC FIRST Bank Limited**, (formerly known as "**IDFC Bank Limited**") a company

registered under the Companies Act, 2013 and a banking company within the meaning of the Banking

Regulation Act, 1949 and having its registered office at KRM Tower, 7th Floor, No.1 Harrington Road, Chetpet,

Chennai 600 031 and amongst others, a branch at _____

_____ (hereinafter called "**the Bank**") the documents of title mentioned in the Schedule 'A', hereunder

belonging to the Mortgagor/s ("**hereinafter called as "the title deeds**"), with intent to create security by way

of deposit of title deeds in respect of immovable property/ies, more particularly described in **Schedule 'B'**

("hereinafter referred to as "**the immovable property/ies**") to secure the due repayment to the Bank of all

amounts advanced/to be advanced by the Bank to _____

_____ residing at/having office at _____

_____ (hereinafter called "**the Borrower**") to the extent of Rs. _____ (Rupees _____

_____ only) (hereinafter called 'the Facility/ies') vide Sanction Letter dated

_____ and Loan Agreement dated _____ (as amended or varied from time to

time) along with interest, modified interest, revised interest, liquidated damages, compound interest, premia

on prepayment, costs, charges, expenses and other monies payable etc., whatsoever.

The Mortgagor/s further declares that the documents deposited with the Bank are the only documents

pertaining to the immovable property/ies that are in his/her/its possession and custody and the immovable

property/ies is/are free from all the encumbrances.

The Mortgagor/s further declares that _____ is authorized to create the mortgage by deposit of

title deeds as above pursuant to _____.

Signed & Delivered by the within named)

Mortgagor/s on _____ day of _____)

_____)

_____)

In the presence of :)

1. _____)

2. _____)

SCHEDULE - A
(LIST OF TITLE DEEDS/ DOCUMENTS)

SCHEDULE - B
(DESCRIPTION OF IMMOVABLE PROPERTY)

DECLARATION-CUM-UNDERTAKING

I/We

- a. _____
residing at _____
- b. _____
residing at _____
- do hereby affirm and declare the below: I/We, say that this Declaration is being made in:
- a. My/Our personal capacity as owner(s) of the Scheduled Property as defined hereinafter; or
- b. In my capacity as the Proprietor of the Proprietorship firm by the name and style of _____
_____ having its principal place of business at _____
_____; or
- c. In my/our capacity as partner of M/s _____, a partnership firm
registered under the Indian Partnership Act, 1932, having its principal place of business at _____;
or
- d. In my/our capacity as authorised partner of _____, a Limited
Liability Partnership registered under the Limited Liability Partnership Act, 2008, having its principal place of
business at _____
_____ or
- e. In my capacity as Karta of _____ HUF representing the HUF and each of the
adult members/coparceners of HUF;
- f. In my/our capacity as Authorized Signatory/Directors of _____
_____ Public/Private Limited, a company incorporated under Companies Act
1956/2013 and having its registered office at _____
_____ by resolution passed by the Board of Directors
of the Company dated _____ and the said resolutions are in full force and effect.
- g. In my capacity as an Authorised Signatory of _____ a Trust/Society representing
the Trust/Society having its registered office at _____
_____ by resolution passed by the Trustees /the Members dated _____ and the said resolutions are in full
force and effect.

Hereinafter referred to as “Mortgagor(s)” and I/we are authorized to make this Declaration as follows:

1. I/We declare that IDFC FIRST Bank Limited (“Bank”) has at the request of the Mortgagor(s), granted/
agreed to grant a loan of Rs. _____/- (Rupees _____
_____ only) OR granted a loan of Rs.
_____/- (Rupees _____
_____ only) with Loan Account No. _____ and has
agreed to grant a Top Up Loan of Rs. _____ /-(Rupees _____
_____ only) (“Loan”) to _____ (“Borrower(s)”) on the terms and
conditions of the Sanction Letter dated _____ issued by the Bank to the Borrower and the
Loan Against Property Agreement dated _____, entered into between the Bank and the Borrower.
2. In consideration of the Bank having granted/agreed to grant the Loan to the Borrower(s), the Mortgagor(s) have
created/agreed to create security over the Scheduled Property, as more specifically detailed in the Schedule I, by
way of deposit of title deeds to secure the Loan along with interests, fees, costs and any other amounts due and
payable under or in relation to the Loan Against Property and all other amounts payable by the Borrower(s) and/
or Mortgagors to the Bank.
3. I/We confirm that the Mortgagor(s) is/are absolutely seized and possessed of and otherwise well and sufficiently
entitled to the Scheduled Property as more specifically detailed in Schedule 1 and the Mortgagor(s) have a clear
and marketable title to the Scheduled Property, free from encumbrance and the Mortgagor(s) are in undisturbed
possession and occupation of the Scheduled Property. There are no adverse claims against the Scheduled
Property and the Mortgagor(s) have not received/are aware of any notices/intimations/requisition in respect of the
Scheduled Property.
4. The Scheduled Property is not subject matter of any lis pendens, attachment or any other process/proceeding
before any court/tribunal that can affect the title of the Mortgagor(s) over the Scheduled Property. Further, there
are no writs/actions, suits or proceedings decided or disposed of or any judgment of any court/tribunal which has
or may have material adverse effect on the Scheduled Property.
5. I/We hereby declare that the Mortgagor(s) have not executed any power of attorney in favour of any person(s) nor
otherwise authorized any other person(s) to deal with the Scheduled Property. I/We also undertake that no such
power of attorney will be given to any person(s), other than the Bank, till the Scheduled Property is held as security
by the Bank.

6. I/We also confirm that the title deeds and documents as detailed in Schedule II are the only documents pertaining to the Scheduled Property and in future, if any further title deeds or other documents come into existence/effect, the same shall be submitted with the Bank within such time as may be required by the Bank.
7. I/We also confirm that the title deeds and documents as detailed in Schedule II have not, at any time, been deposited with any other person.
8. I/We declare and undertake that the Mortgagor(s) shall not (without written approval) seeks or attempt to further mortgage or charge or seek or attempt to sell, lease, sub-lease, give on leave and license, transfer or create any third party rights over the Scheduled Property or otherwise deal with the Scheduled Property in a manner prejudicial to interests of the Bank.
9. I/We declare that there is nothing in law or otherwise that prevents the Mortgagor(s) from creating the mortgage in favour of the Bank and the Mortgagor(s) have already obtained the requisite permissions for creation of such security from Society/association/builders and other authorities for mortgaging the Scheduled Property in favour of the Bank. There is no prohibitory order either from the Income Tax authority or from any revenue authority for mortgage/and or transfer of the Scheduled Property.
10. I/We confirm that the building is in line with the approved plans and all necessary approvals for construction have been obtained.
11. I/We confirm that the Mortgagor(s) have paid all the requisite duties, taxes, cesses, assessments, revenues, society charges and all other demands and outgoing in relation to the Scheduled Property and currently there are no arrears/outstanding dues in relation to the Scheduled Property. No attachments/warrant has been served on the Mortgagor(s) in respect of any Sales Tax, Income Tax, Government Revenues or other Taxes.
12. I/We hereby undertake to file the Notice of Intimation for the mortgage with the concerned Registrar or any other authority as required by applicable laws and the Bank.
13. I/We declare that on the basis of the aforesaid statements, assurances and declarations made herein, the Bank has agreed to accept the Scheduled Property as security by way of deposit of title deeds and documents and I/ We hereby undertakes and agrees to indemnify and keep indemnified the Bank and its assigns against all actions, suits, costs, charges, expenses, proceedings and damages and that may be suffered and/or incurred by the said transferees, if any of the statement made hereinabove are to be untrue and/or false.
14. I/We hereby state/s that whatever statements made hereinabove are true to their own knowledge, information and behalf and have been made on their own free will and they believe the same to be true.
15. I/We hereby confirm and undertake that in case the Borrower(s) and/or Mortgagor(s) default in making any repayments of the Loan instalments or other amount due in relation to the Loan, the Bank will be at complete liberty to sell, transfer or otherwise dispose of the Scheduled Property in any manner it deems fit and I/we will hand over the possession of the Scheduled Property without any demur or protest for the same.
16. I/We understand that the Bank has granted/has agreed to continue to give the Loan on the faith and assurances that are provided hereinabove.

For Mortgagor(s) :

Name

Signature

Name

Signature

Name

Signature

Witnessed by :

Name

Signature

Name

Signature

SCHEDULE I
DESCRIPTION OF SCHEDULED PROPERTY

SCHEDULE II
LIST OF TITLE DEEDS/DOCUMENTS IN RELATION TO THE SCHEDULED PROPERTY
DEPOSITED WITH THE BANK

SR. NO.	TITLE DOCUMENTS DEPOSITED
1.	
2.	
3.	
4.	
5.	
6.	

For Mortgagor(s) :

Name

Signature:

Name

Signature:

Name

Signature:

Witnessed by

Name

Signature:

Name

Signature:

**IDFC FIRST BANK LTD
DISBURSAL REQUEST FORM**

To,
The Manager
IDFC FIRST Bank Limited,
_____ Branch

Dear Sir/Madam,

Customer Name/s		
Loan / Application Reference Number		
Disbursement Amount		
Disbursal (Tick as applicable)	Part disbursal	
	Full disbursal	
For part disbursal case-Stage of disbursement (Tick as applicable)		
First disbursement		
Subsequent disbursement		
Final disbursement		

Please disburse the above loan amount to the following beneficiaries as detailed below:

<input type="checkbox"/> PO/Cheque <input type="checkbox"/> Fund Transfer Beneficiary _____ Bank A/c _____ Amount (in Rs.) _____ Payable Location _____ Beneficiary Bank _____ Benf. Branch _____ IFSC Code _____	<input type="checkbox"/> PO/Cheque <input type="checkbox"/> Fund Transfer Beneficiary _____ Bank A/c _____ Amount (in Rs.) _____ Payable Location _____ Beneficiary Bank _____ Benf. Branch _____ IFSC Code _____
<input type="checkbox"/> PO/Cheque <input type="checkbox"/> Fund Transfer Beneficiary _____ Bank A/c _____ Amount (in Rs.) _____ Payable Location _____ Beneficiary Bank _____ Benf. Branch _____ IFSC Code _____	<input type="checkbox"/> PO/Cheque <input type="checkbox"/> Fund Transfer Beneficiary _____ Bank A/c _____ Amount (in Rs.) _____ Payable Location _____ Beneficiary Bank _____ Benf. Branch _____ IFSC Code _____

*Fund transfer includes disbursement payment via. NEFT/RTGS or to IDFC FIRST account

Terms & conditions:

1. I/We authorize IDFC FIRST Bank to carry out the fund transfer transaction as per details mentioned above.
2. I/we hereby agree that aforesaid details including IFSC Code and beneficiary account number are correct.
3. I/we further acknowledge that IDFC FIRST Bank accepts no liability for any consequences arising out of erroneous details provided by me/us.
4. NEFT/RTGS request is subject to RBI guidelines.

Yours sincerely,

Sr. No.	Borrower Name	Borrower Signature
1.		
2.		
3.		
4.		
5.		

Date
D D M M Y Y Y Y

Place : _____

DIRECT DEBIT MANDATE FORM



To,
The Manager
IDFC FIRST Bank Limited,
_____ Branch

Ref: _____

I/We hereby authorise you to debit my/our account for making payment to IDFC FIRST Bank Limited through the direct debit clearing as per the details mentioned herein under. I/We authorise IDFC FIRST Bank Limited to raise demand from me/us till all my/our dues to IDFC FIRST Bank Limited as referred herein are cleared through the direct debit from my/our account.

I/We unconditionally consent and authorise IDFC FIRST Bank Limited to raise debits for such amounts as may be calculated by IDFC FIRST Bank Limited from time to time. However, the debits of such amount shall not exceed Rs. _____/- (Rupees _____ only) per month.

I undertake to maintain sufficient balances to cover the Loan Repayment Dues (and charges, if any) on the stipulated due dates. I also understand that the failure to repay my loan amount through this instruction shall be treated as default in repayment of dues and all charges/penalties/levies as covered by the agreement will hold good towards the non-payment of obligations.

Please treat this as an irrevocable communication as an authorization to debit my account every month with the required amounts towards the repayment of my loan.

In the event of the above account getting closed/transferred for any reason, I/We will intimate to the Bank the new account opened with the bank to debit the Loan Repayment amounts as per the agreement. Further I/WE undertake the responsibility to provide the fresh set of Mandate and security PDC's for such new account, as per terms of the agreement in lieu of existing instructions.

I /We also understand and accept that the Bank will have the right to set-off, without prior intimations to me, the available balances in the designated account for recovery of overdue installments and/or charges (if any) in the loan account.

I/We declare that the particulars given herein are correct and complete. If any direct debit transaction is delayed or not effected for reasons of incomplete or incorrect information, I/we shall not hold you responsible. I/We authorise you to debit my/our account towards such charges as may be determined by you for the service of direct debit.

I/We authorise IDFC FIRST Bank Limited and their representatives, agents, service providers etc. to get this form verified and acknowledged from your Bank.

NAME OF ACCOUNT HOLDER(S) _____

ACCOUNT NUMBER _____

ACCOUNT TYPE _____

LOAN ACCOUNT NUMBER _____

DATE OF EFFECT _____

Loan Type and Details	Periodicity (Monthly/Quarterly/As & When Presented)	Amount of Upper Limit	Valid Up to
	As & When Presented		Until Cancelled

SIGNATURE OF ACCOUNT HOLDER (1)

SIGNATURE OF ACCOUNT HOLDER (2)

Place _____

Place _____

Date
D D M M Y Y Y Y

Date
D D M M Y Y Y Y

I/We hereby certify that the particulars and signature(s) furnished above are as per our records.

Name:

Employee ID :

Date
D D M M Y Y Y Y

Bank Stamp and Signature of Authorised Official

1. Loan Application No:

[illegible]

2. Name of the Applicant:

[illegible]

3. Gender: ☐ Male ☐ Female

4. Date of birth: ____/____/____

5. Marital status: ☐ Married ☐ Single ☐ Widow ☐ Divorced

6. Occupation: ☐ Service ☐ Self Employed ☐ Others: _____

7. Do you suffer from any pre-existing infirmity/ injury/ disability? ☐ YES ☐ NO

8. Name of the Co- Applicant 1:

[illegible]

9. Gender: ☐ Male ☐ Female

10. Date of birth: / /

11. Name of the Co- Applicant 2:

[illegible]

12. Gender: ☐ Male ☐ Female

13. Date of birth: ____/____/____

14. Nominee Details

Nominee Details		
Name	Date of Birth	Relationship with Insured

15. Address of the Property to be insured:

[illegible]

16. Communication Address:

[illegible]

17. Risk Description:

<p>□ RESIDENTIAL (COMPLETED DWELLINGS)</p> <p>Conditions:</p> <p>Only Building structure coverage for maximum 10 years</p> <p>Content is covered for Dwellings (40% of the SI subject to max 1 Cr.)</p>	<p>□ COMMERCIAL (COMPLETED- STRUCTURE)</p> <p>Conditions:</p> <p>Building structure coverage for maximum 1 year only</p> <p>Content coverage not available</p>	<p>□ INDUSTRIAL (COMPLETED – STRUCTURE)</p> <p>If yes then please mention type of Occupancy – _____</p> <p>Conditions:</p> <p>Building structure coverage for maximum 1 year only</p> <p>Content coverage not available</p> <p>Personal Accident coverage not available</p>
---	--	---

18. Loan Details:

Loan Amount: _____

Loan Tenure: _____ Years

19. Coverage Details:

<u>FIRE INSURANCE</u> Sum Insured for Building and Contents	Structure Sum Insured: INR as per Calculation Sheet. Cover Tenure: _____ Period of Coverage: <table border="1" data-bbox="459 353 1341 409"> <tr> <td>From</td> <td>D</td> <td>D</td> <td>M</td> <td>M</td> <td>Y</td> <td>Y</td> <td>Y</td> <td>Y</td> <td>To</td> <td>D</td> <td>D</td> <td>M</td> <td>M</td> <td>Y</td> <td>Y</td> <td>Y</td> <td>Y</td> </tr> </table> Contents Sum Insured: 40% of Structure Sum Insured subject to max 1 Cr. Cover Tenure: 1 year	From	D	D	M	M	Y	Y	Y	Y	To	D	D	M	M	Y	Y	Y	Y
From	D	D	M	M	Y	Y	Y	Y	To	D	D	M	M	Y	Y	Y	Y		
<u>BURGLARY & HOUSE BREAKING INSURANCE</u> Sum Insured for Burglary & Housebreaking	Contents: 40% of Structure Sum Insured subject to max 1 Cr. Cover Tenure: 1 year																		
<u>PERSONAL ACCIDENT</u> Sum Insured for Personal Accident	Applicant: Outstanding Loan Amount subject to max 10 Cr. Cover Tenure: 1 year NOTE : Personal Accident coverage includes Death due to accident or Permanent Total Disability due to accident.																		

20. Premium Amount including Service Tax: INR as per Calculation Sheet.

fill

Enrolment

DECLARATIONS:

1. I/We hereby declare and warrant that the above statements are true and complete in all respects and that there is no other information which is relevant to my application for insurance that has not been disclosed to you. I agree that this form and the declaration shall be the basis of the contract between me and FUTURE GENERALI INDIA INSURANCE CO LTD and I/We agree to accept a policy, subject to the conditions prescribed by FUTURE GENERALI INDIA INSURANCE CO LTD
2. I hereby apply to be covered under the Group Insurance policy.
3. I/We hereby allocate the claim amount receivable by me or on behalf of me towards the outstanding loan amount and agree any claim payment made on my behalf to the Financing Company as full and final discharge under the policy.
3. I agree that this form and the declaration shall be the basis of the contract between me and FUTURE GENERALI INDIA INSURANCE CO LTD and I/We agree to accept a policy, subject to the conditions prescribed by FUTURE GENERALI INDIA INSURANCE CO LTD
4. I/We hereby declare that the premium for the said policy is paid out of the legally declared and assessed sources of my/our income OR
5. I/We hereby declare that the premium is paid from the Bank Account of Mr./Ms. _____, the payment is allowed under the Income Tax Act 1961, and there is insurable interest with the payee.
6. I/we am/are (please tick all that are applicable)
☐ High Net Worth Individual/s ☐ Non Residential Indian/s ☐ Politically Exposed Person/s ☐ Jeweller/s ☐ Non Governmental Organization ☐ Producer/s
☐ Film Actor/s
7. I agree that disbursement of loan amount shall be the basis of the risk cover and in case if it is not disbursed for any reasons, the risk covered shall automatically stands cancelled ab initio.

The company reserves the right to reject the said proposal or to terminate the insurance contract unilaterally and/or freeze the funds if the Customer, or persons associated with him/her, found to be named in any recognized black list.

Date: _____

Place: _____

Signature of the Proposer: _____

GSTIN: _____ (If more than one GSTIN, kindly attach an annexure with details)

SECTION 41. OF INSURANCE ACT, 1938-PROHIBITION OF REBATES:

No person shall allow or offer to allow either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate except such rebate as may be allowed in accordance with the published prospectuses or tables of the Insurer. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to Ten Lakh Rupees.



Future Generali India Insurance Company Limited, Corporate & Registered Office : 6th Floor, Tower - 3, Indiabulls Finance Center, Senapati Bapat Marg, Elphinstone Road, Mumbai - 400013, Maharashtra Care Line:- 1800-220-233, 1860-500-3333, 022-67837800 Email : fgcare@futuregenerali.in, Website : www.futuregenerali.in IRDA Regn. No 132, CIN - U66030MH2006PLCI65287

PRFCFG01_Ver_07

MEMBER ENROLLMENT FORM – SMQ REGULATED ENTITY



Sar utha ke jiyo!

**[IMPORTANT NOTE: Any cancellation and alteration must be countersigned by Life to be Insured.
Please do not sign blank Proposal form]**

Plan:	<input type="checkbox"/> HDFC Group Term Insurance Plan	<input type="checkbox"/> HDFC Life Group Credit Protect	<input type="checkbox"/> HDFC Life Group Credit Protect Plus
Option:	N.A.	N.A.	<input type="checkbox"/> Life Option <input type="checkbox"/> Extra Life Option <input type="checkbox"/> Terminal Life Option <input type="checkbox"/> Critical Life Option 1 <input type="checkbox"/> Critical Life Option 2 <input type="checkbox"/> Life Disability Option
Sum Assured (INR) _____		Premium (INR) _____	Policy Term (yrs) <input type="text"/> <input type="text"/> Moratorium Period (yrs) <input type="text"/> <input type="text"/>
Main benefit: _____ <i>level / decreasing</i>		Interest Rate: <input type="text"/> <input type="text"/> % <i>for decreasing option</i>	
Particulars of Life Assured: Mr/Mrs.			
F I R S T M I D D L E L A S T			
Address: _____ _____			
Date of Birth (dd/mm/yyyy) D D M M Y Y Y Y	Age _____(yrs)	Gender <input type="checkbox"/> M <input type="checkbox"/> F <input type="checkbox"/> Tg	Loan Account No. _____
		Loan Type _____	
Nominee / Appointee Details:			
	Name	Date of Birth	Relationship to
Nominee:		dd/mm/yyyy	<i>Life Assured</i>
Appointee:		dd/mm/yyyy	<i>Nominee if nominee is below 18 yrs of age</i>
HEALTH DETAILS OF LIFE TO BE ASSURED:			
		Yes	No
1 Have you ever suffered or are currently suffering from: (a) Chest Pain or heart attack or any other heart disease (b) Cancer, tumor, growth or cyst of any kind (c) Stroke, paralysis, Epilepsy, any psychiatric / mental disorder, disorder of brain/nervous system or any kind of physical disabilities (d)Asthma, Tuberculosis or other lung disorder (e) Diseases or disorder of muscles, bones or joints, arthritis or blood disorder (anemia) or any endocrine disorder (f) Diseases of the kidney, digestive system(stomach, pancreas, gall bladder, intestine), liver, Hepatitis B or C or HIV/AIDS infection (g) Diabetes, high blood pressure.		<input type="checkbox"/>	<input type="checkbox"/>
2 During the last 5 years have you undergone any major surgery or been hospitalized for more than one week?		<input type="checkbox"/>	<input type="checkbox"/>
3 Do you take part in any adventurous sports or hobbies? (like paragliding, mountaineering, deep sea diving , motor racing, bungee jumping, etc.)		<input type="checkbox"/>	<input type="checkbox"/>
4 Do you smoke more than 10 cigarettes a day?		<input type="checkbox"/>	<input type="checkbox"/>
5 Has more than one of your parents and siblings died before the age of 60 years as a result of heart attack, stroke, cancer, diabetes, HIV?		<input type="checkbox"/>	<input type="checkbox"/>
6 Are you taking any medication or has a doctor ever attended to you for any conditions, diseases or impairment not mentioned above (except for cough or cold)?		<input type="checkbox"/>	<input type="checkbox"/>
7 For Female Lives: (a) Are you presently pregnant? (b) Do you have a history in the past of an abortion, miscarriage or caesarian section due to complications during pregnancy or due to any other cause? (c) Have you given birth to a child with any congenital disorder such as Down Syndrome, congenital heart disease, etc? (d) Have you ever had any disease of breast, uterus, cervix, ovaries or any other part of the reproductive system?		<input type="checkbox"/>	<input type="checkbox"/>
8 Have you ever been declined, deferred, and accepted at special terms, had cover reduced or had exclusion imposed for any life, health or accident insurance cover?		<input type="checkbox"/>	<input type="checkbox"/>
9 Do you have any history of conviction under any criminal proceedings in India or abroad?		<input type="checkbox"/>	<input type="checkbox"/>
Date & Place: _____		Signature/Thumb impression of the Insured Member _____	
I understand, agree and confirm that these statements and this declaration are basis of the contract between the insurer and the policyholder. If any untrue statement are contained herein or there has been any non disclosure of any material fact, the policy to be issued by the insurer in the name of the policyholder may be treated as void as far as I am concerned.			
I confirm that I have read and understood, the rules and any additional rules of the plan, the standard Policy provisions and any additional provisions that govern the policy to be issued by insurer in the name of the policyholder and on my life, and I agree and confirm that the same shall be binding on me. I authorise the policyholder to disclose to the insurer such particulars as they may require including the details given above and any changes to the same, pay the premium payable on my behalf /collected from me to the Insurer. I understand that any statutory levy or charges including any indirect tax may be charged to me either now or in future by the insurer and I agree to pay the same. I understand that HDFC Life Insurance Company Limited has the right to reject a proposal without giving reasons thereto and client to give an undertaking thereof that he shall not raise any claims thereof. I understand the significance of the contract and the contract will be governed by the provisions of the Insurance Act 1938 as amended from time to time and that the same will not commence until written acceptance of this application by Insurer issue on its normal terms and conditions is received.			
PAYMENT AUTHORISATION			
I do hereby declare that I have received a loan from M/s _____ ("Master Policyholder"). In order to secure the said loan I have taken the above referenced policy from HDFC Life Insurance Company Limited. In consideration of receiving the said loan I hereby authorize HDFC Life to make payment of Outstanding Loan Balance amount to Master Policyholder by deducting from the claim proceeds payable on happening of the contingent event covered by the Group Life Insurance Scheme/ Policy referenced above.			
Signature/Thumb impression of Witness*		Signature / Thumb Impression of the Insured Member	
Name & Address _____		Date & Place: _____	
* Witness Signature, Address and Occupation is along with signature of Insured Member			
Declaration to be made by a 3rd person where: a) The insured member has affixed his/her thumb impression; OR b) The insured member has signed in vernacular; OR c) The insured member has not filled the application.			
I hereby declare that I have explained the contents of this application form to the insured member in _____ language and have truthfully recorded the answers provided to me. I further declare that the insured member has signed/affixed his/ her thumb impression in my presence .			
Name and address of Declarant _____		Signature of the Declarant _____	
Declaration made by life to be assured: I hereby declare that the content of the form and document has been fully explained to me and I have fully understood the significance of the proposed contract.			
Signature/Thumb impression of life to be assured _____			



PROPOSAL FORM

URN No. URN – ICICI/PD/000002/2017-2018

Proposal Form No.: _____

SP Certification Code _____ MO EMP ID _____ IL Location _____ Deal No. _____ Source Code _____

GUIDELINES FOR COMPLETION OF THE FORM (To be filled by the proposer)

Insurance is a contract of Utmost Good Faith requiring the Proposer not only to disclose all material facts, but also not to suppress any material facts.

*A material fact will mean and include all important, essential and relevant information pertaining to the questions raised below herein, that is likely to influence the Company's acceptance or assessment of the proposal.

The Policy shall become void at the option of Insurer, in the event of any untrue or incorrect statement, misrepresentation, non-description or non-disclosure in any material particular in the proposal form/personal statement, declaration and connected documents or any material information having been withheld by the Proposer or any one acting on his behalf. Kindly contact the Company's Offices or Agents for any doubts or clarifications on the proposal form.

Note: The liability of the company does not commence until this proposal has been accepted and premium is duly received by the company.

I/ We hereby agree and confirm that if the amount realised by the insurer is less than the premium payable for sum insured proposed for insurance or scope of cover desired by me, the application shall be considered for acceptance for a reduced sum insured appropriate to the premium realised by the insurer and the policy shall be finalised accordingly.

Dat D D M M Y Y Y Y Plac _____

Proposer Signature : _____

Customer Information - Part A
The application form is to be filled in **CAPITAL LETTERS** by the Proposer. Please answer all questions fully and correctly. Where any question does not apply, please mention clearly the question is not applicable

Name of the Proposer: _____ Gender: ☐ Male ☐ Fema ☐

Mailing Address of _____ Pincod _____

Mobile No.: _____ Email ID: _____

Loan Status of the Proposer: Main ☐ Co-applicant ☐ PAN _____ Aadhaar _____

Prospect Details
SECTION I: (If proposer and prospect are same then skip **SECTION I** and moveto **SECTION II**) Name of the Prospect: Mr./Mrs./Ms./Dr. _____Mobile No.: _____ Email ID: _____ Gender: ☐ Male ☐ Fema ☐Loan Status of the Prospect: Main ☐ Co-Applicant ☐ Guarant ☐ ID: _____ Aadhaar _____
SECTION II
Date of Birth: _____ Occupation: ☐ Self- ☐ Relationship of Proposer with Prospect: _____

Nominee Name: _____

Loan Details _____ Loan Tenure: _____ years

Loan Account No. (LAN): _____ LA ☐ A ☐ P ☐ O ☐ B ☐ Othe ☐Type of Loan to be insured: HOME ☐ LOAN ☐ Loan Sanction Amount: _____

Loan Sanction _____

Date: Loan _____ DD/ Cheque Amount: _____ DD/ Cheque No.: _____ Fund ☐ Non ☐

Disbursal Date: _____ NEFT Transaction _____

*Registered GST: Yes ☐ No ☐ (One Policy One Invoice)

If Yes, then please provide GSTIN: _____ Address (Registered under _____)

Group Secure Mind -
Table of

Coverage	Benefit
Benefit A: Major Medical illness & Procedure	100% Sum Insured
Benefit B: Personal Accident/ Permanent Total	
Benefit C: Loss of Job*	3 EMI's

*Benefit - C: Loss of Job is available only for salaried individuals

Please mention policy Sum Insured : _____

Sum Insured Basis: Fixed ☐ Reducing ☐

Policy Tenure: _____ (Maximum upto 5 years)

Type: ☐ Renew ☐ _____ (In case of renewal please mention policy
Health Status:
Q1. Has the prospect suffered from/is currently suffering or having symptoms indicative of below mentioned conditions/illness/procedures/symptoms?

Heart and Circulatory	Brain/Nervous system Disorders	Other Disorders/Conditions
Heart Attack (Myocardial Infarction) <input type="checkbox"/>	Stroke <input type="checkbox"/>	Cancer - Benign/ Malignant Tumor <input type="checkbox"/>
Coronary Artery Bypass surgery <input type="checkbox"/>	Paralysis <input type="checkbox"/>	Abnormal PAP Smear <input type="checkbox"/>
Heart Valve Replacement <input type="checkbox"/>	Multiple Sclerosis <input type="checkbox"/>	Major Organ Transplant <input type="checkbox"/>
Angioplasty <input type="checkbox"/>	Seizures/ Epilepsy <input type="checkbox"/>	Kidney related disorders <input type="checkbox"/>
Congenital Heart condition <input type="checkbox"/>	Alzheimer/ Parkinsons Disease <input type="checkbox"/>	Cirrhosis <input type="checkbox"/>
Aorta Surgery <input type="checkbox"/>	Other Brain/Nervous System/Psychiatric <input type="checkbox"/>	Hepatitis/ Liver related disorders <input type="checkbox"/>
<input type="checkbox"/>	Loss of Speech <input type="checkbox"/>	Deafness <input type="checkbox"/>

Q21. Please confirm if you are suffering from Diabetes, Hypertension, High cholesterol.
If yes, Please specify the duration of illness _____

If yes, Please specify details along with the duration _____

[illegible][illegible]

Note: Medical tests will be required as per company underwriting requirement.

Please mention if you have lodged any claim in the past under Secure Mind / Group Secure Mind / Any other Critical Illness / PA / Health policy with ICICI Lombard GIC Ltd.
/Under similar policies with other

Proposer Signature :

Hypothecated

Merchant Cover III		
Property Type: Commercial		
Nature of Commercial		
Table of Benefit		
Type of Cover	Coverage Amount	Deductible (₹)
Loan Tenure (in years): <input type="text"/> Policy Tenure (in years) : 1 year		

Dwelling Details

Location: District: _____ Stat _____ Fill _____

Floor on which the dwelling is located : Below ground floorGround floor | 1st-5th Floor | 5th-10th Floor | 10th-15th Floor | above 15th Floor

If any extension is required as mentioned in detailed Terms and conditions please provide the extension details

I understand that this Policy is applicable to the Dwelling not more than 50 years old, situated not less than 500 ft away from an ocean front/river unless there is an embankment, and not located in a basement. I/We declare that the quality of construction of the building is satisfactory.

Proposer Signature : _____

A) Paralysis	Yes <input type="checkbox"/>	No <input type="checkbox"/>	_____
B) Stroke	Yes <input type="checkbox"/>	No <input type="checkbox"/>	_____
C) Physical Disability/Deformity/Injury due to Prior accident/Amputation of Limb	Yes <input type="checkbox"/>	No <input type="checkbox"/>	_____
D) Seizures/Epilepsy	Yes <input type="checkbox"/>	No <input type="checkbox"/>	_____
E) Visual/Hearing Impairment	Yes <input type="checkbox"/>	No <input type="checkbox"/>	_____

Dat	D	D	M	M	Y	Y	Y	Y	Plac																					Proposer Signature :
------------	---	---	---	---	---	---	---	---	-------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	-----------------------------

Tenure	<div>1 Year <input type="checkbox"/></div> <div>2 Years <input type="checkbox"/></div>	Plan Options	<div><input type="checkbox"/> 1A</div> <div><input type="checkbox"/> 1A+ 1C <input type="checkbox"/> 1A+ 2C</div>	<div><input type="checkbox"/> 2A</div> <div><input type="checkbox"/> 2A + 1C</div>	<div><input type="checkbox"/> 2A + 2C</div> <div><input type="checkbox"/> 2A + 3C</div>
Plan Details	<div>Health Smart <input type="checkbox"/></div> <div>Health Smart Plus <input type="checkbox"/></div>	Sum Insured	<div><input type="text"/></div>		

DETAILS OF PERSONS TO BE INSURED

DETAILS OF PERSONS TO BE INSURED						
Insured No.	Insured Name	Gender	Date of Birth	Relation with the proposer	Height	Weight
1						
2						
3						
4						
5						

Sr. No.	Questions	Insured 1	Insured 2	Insured 3	Insured 4	Insured 5
1.	Have you been diagnosed or been hospitalized for any of the following diseases: a) Hypertension b) Diabetes (Type I/Type II/ Gestational/ Juvenile/ Insulin Dependant)					
2.	Are you suffering from or had a history of any symptoms/ signs for which you have not consulted any doctor?					
3.	Are you planning to consult/ consulting a doctor for an ongoing treatment/ second opinion/ planned future treatment/ disease for which treatment plan is yet to be decided/ for awaited diagnostic test results?					
4.	Have you ever consulted a doctor in the past for any treatment/ undergone hospitalization or surgery or day care treatment (whether planned or emergency)?					
5.	Have you been advised, at present or in the past to undergo any diagnostic tests (other than routine medical checkup) by a doctor, e.g. thyroid profile, biopsy, FNAC, Angiography, Endoscopy, Laparoscopy?					
6.	Have any of your medical test report results been outside the normal reference range?					
7.	Have you ever declined any treatment prescribed by a doctor/ not followed the treatment regimen prescribed for a particular disease?					
8.	Have you been advised a strict diet regimen/ nutrition supplements/ medication in any form/ any lifestyle changes?					
9.	Do you: a. Smoke Cigarettes/ Bidi/ Cigar (>5 a day) b. Consume Alcohol (>3 units per day) c. Have habit of chewing tobacco/ gutka/ pan masala (>=3 per day)					
10.	Are you insured under any other policy or has any of your claims/ proposals for another product of ICICI Lombard/ any other insurance company been approved and settled?					
11.	Have you been diagnosed with/ have undergone medical/surgical/non-allopathic/OPD treatment for any disease/ disorder related to the following body system/disease/condition/condition?					
	Body System/ Disease Category/ Conditions	Insured 1	Insured 2	Insured 3	Insured 4	Insured 5
a)	Heart and blood vessels (arteries/veins)					
b)	Cancer/ Tumor (Benign or Malignant) in any body part					
c)	Brain/ Nervous System/ Mental/ Psychiatric					
d)	Kidney/ Urinary					
e)	Bone/ Orthopedic/ Musculoskeletal					
f)	Alimentary tract/ Digestive(e.g. Oral, Stomach, Liver, Intestine, Gallbladder)					
g)	Lung/ Respiratory					
h)	Reproductive/ Gynecological/ Breast					
i)	Blood and/or Lymphatic System					
j)	Metabolic/ Endocrine/ Hormonal					
k)	Infectious diseases					
l)	Hernia/ Hydrocele/ Varicose Veins/ Fissure/ Fistula					

Agent Confidentiality Report (To be signed by Agent/ SP)

I, _____ (Full Name) in my capacity as the Specified Person of the Corporate Agent/Authorised Employee of the Broker/ Relationship Officer, do declare that I have explained all the contents of this proposal form, including the nature of the questions contained in this proposal form to the proposer. I have also explained that the statement(s), information and response(s) submitted by him/her in this proposal form to questions contained herein or any details sought herein will form the basis of the contract of insurance between the Company and the proposer, if this proposal is accepted by the Company for issuance of a policy. Based on my interaction with the proposer and/or the documents and records that I have been supplied with, I have no information, which suggests that any of the statement(s), information and response(s)

SP Code / License No. / Agent ID: _____

Date: / / SP / Agent

Disclaimer: The proposal features different products namely: Group Secure Mind ICIHLGP03002V020203, Personal Protect Policy ICIPAIP06001V02050, Group Personal Accident ICIPAGP03004V040203, Comprehensive Home Insurance Policy IRDAN115P0003V01201112, Merchants Cover III IRDAN115P0004V01200203, ICICI Lombard Complete Health Insurance IRDAI/HLT/ICICI/P-H/V.II/63/15-16 The proposer has the choice of purchasing any one or more products as per his/her need and choice and there is no compulsion whatsoever that these products are to be taken together. For more details on risk factors, terms and conditions, please read the sales brochure of the respective individual products carefully before concluding a sale.

**STATUTORY
WARNING
PROHIBITION OF
REBATES**

(Under Section 41 of Insurance
Law) (Amendment Act 2015)

1) No person shall allow or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property, in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing



ICICI Lombard General Insurance Company Limited

Mailing Address: Interface Building No. 11, 401/402, 4th Floor, New Link Road Malad (W), Mumbai - 400 064.

Registered Office Address: ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025.

Visit us at www.icicilombard.com • Mail us at customersupport@icicilombard.com

Toll Free No.: **1800 2666** • Chargable No.: **+91 92236 22666**

Insurance is the subject matter of solicitation. IRDA Reg. No. 115. CIN: L67200MH2000PLC129408.

Group Secure Mind ICIHLGP03002V020203, Personal Protect Policy ICIPAIP06001V02050, Group Personal Accident ICIPAGP03004V040203, Comprehensive Home Insurance Policy IRDAN115P0003V01201112, Merchants Cover III IRDAN115P0004V01200203, ICICI Lombard Complete Health Insurance IRDAI/HLT/ICICI/P-H/V.II/63/15-16

CONSENT FORM COMPLETE ASSIGNMENT

I Mr./Mrs./Ms _____ hereby give consent to ICICI Lombard GIC, having a loan bearing LAN number _____ borrowed from Bank or (Financer) to completely assign, transfer all my right, title and interest in the policy of insurance (Group Secure Mind /Secure Mind /Group Personal Accident /Personal Protect Policy) to the above Bank or (Financer) as per the conditions mentioned below.

(Address of the Financer) : _____

ASSIGNMENT CLAUSE

- I) From the policy start date, the amount payable by Company to the insured and all rights, title, benefits and interest of the insured under this policy stand assigned in favour of the "Bank financial institution as named in the Schedule I of this policy"
- II) Upon any amount becoming payable under this policy, the same shall be paid by the Company to the "Bank/Financial Institution as named in Schedule I of this policy", but not exceeding the Principal outstanding as defined under the policy. In the event of any amount payable under this policy exceeding the Principal outstanding, the Company shall pay such amount as exceeding the Principal outstanding, to the insured.
- iii) The receipt of such amount in the manner aforesaid by the Bank/Financial Institution as named in the Schedule I of this policy, shall completely discharge the Company from all the liability under the policy and this shall be binding on the insured and the heirs, executors,

IL MO: _____

Customer Signature/stamp: _____

Channel MO: _____

Dat

Place: _____

**Conditions

Assignment of this policy shall only be done to the Financer of this loan. Complete Assignment is when the premium is completely funded by the Bank. Assignment cannot be done to any other party or entity or Individual.

Acceptance or Rejection of policy assignment to the Financer lies entirely with the Insurer. In case of rejection of proposal the same will be duly informed to customer within 15 days along with the reason of rejection.

CONSENT FORM PARTIAL ASSIGNMENT

I Mr./Mrs./Ms _____ hereby give consent to ICICI Lombard GIC, having a loan bearing LAN number _____ borrowed from _____ Bank or (Financer) to partially assign, transfer all my right, title and interest in the policy of insurance (Group Secure Mind /Secure Mind /Group Personal Accident /Personal Protect Policy) in the proportion of _____ to the above

(Address of the Financer) : _____

ASSIGNMENT CLAUSE

- I) From the policy start date, the amount payable by Company to the insured and all rights, title, benefits and interest of the insured under this policy stand assigned in favour of the "Bank financial institution as named in the Schedule I of this policy"
- II) Upon any amount becoming payable under this policy, the same shall be paid by the Company to the "Bank/Financial Institution as named in Schedule I of this policy", but not exceeding the Principal outstanding as defined under the policy. In the event of any amount payable under this policy exceeding the Principal outstanding, the Company shall pay such amount as exceeding the Principal outstanding, to the insured.
- iii) The receipt of such amount in the manner aforesaid by the Bank/Financial Institution as named in the Schedule I of this policy, shall completely discharge the Company from all the liability under the policy and this shall be binding on the insured and the heirs, executors,

IL MO: _____

Customer Signature/stamp: _____

Channel MO: _____

Dat

Place: _____

**Conditions

Assignment of this policy shall only be done to the Financer of this loan.

Partial Assignment is when the premium is partially funded by the Bank and partly by loanee Assignment cannot be done to any other party or entity or Individual.

Acceptance or Rejection of policy assignment to the Financer lies entirely with the Insurer. In case of rejection of proposal the same will be duly informed to customer within 15 days along with the reason of rejection.

In case of partial assignment, the liability of the Insurer shall be limited to the amount secured by partial assignment and the policyholder is not

DECLARATION CUM UNDERTAKING BY BORROWER/S FOR INSURING THE COMMERCIAL/INDUSTRIAL MORTGAGED PROPERTY

To,

IDFC FIRST Bank Limited

_____.

I/We, Mr./Ms _____ [insert individual(s) name(s) an adult inhabitant, aged _____ years and residing at _____ [Please insert address]

OR We, _____ [insert name of Company], a company incorporated under the provisions of the Companies Act, 1956/2013 and having its registered office at _____ [Note: Please insert Registered Address] through its Director and Authorized Signatory Mr./Mrs. _____ [insert the name(s)],

OR We, _____, _____, and _____ [insert names of all partners] partners of M/s. _____, a partnership firm registered under the Indian Partnership Act, 1932 having its place of business at _____ [insert registered address],

(hereinafter referred to as the "Borrower(s)") do hereby state on solemn affirmation as under:

I/We am/are the sole and absolute owner(s) of and am / are well and sufficiently seized possessed of the immovable property, situated at

_____ (hereinafter referred to as "said property")

I/We say that IDFC FIRST Bank Limited has sanctioned credit facilities to me/us aggregating to Rs _____/-(Rupees only) and I/We am/are aware that I/We have to comply with various formalities including but not limited to insuring the said property throughout the loan tenure against which loan will be disbursed to me/us.

Therefore, in consideration of the Bank making the disbursements of the said Loan subject to my/our compliance of the formalities contained herein, I/we declare that:

- 1 I/We shall buy insurance policy fully insuring the property throughout the loan tenure of the Bank against all losses, damages. (as specifically mentioned in the Loan agreement and the Insurance Policy)
- 2 I/We shall ensure to renew the insurance policy every year without break during the subsistence of the loan unless it is a onetime policy.
- 3 I/We shall ensure that the Policy obtained by me/us will be assigned in favour of the Bank and I/We shall also produce the copy of receipt of premium issued by the insurance company for the record of the Bank.
- 4 I/We shall submit the insurance policy within 15 days of final disbursement of loan amount to the Bank and in case of renewal of insurance, within _____ days of renewed policy.
- 5 That if I/We hereby authorize the Bank to debit my/our loan account if I/We fail to insure or renew the insurance policy and obtain the insurance policy assigned in favor of the Bank.
- 6 That I/We am/are aware that if my/our loan account(s) is/are debited through open ECS/NACH for insurance premium, my/our Equated Monthly Instalment (EMI) OR my/our Loan tenure will instinctively increase.
- 7 I/We are aware of the below mentioned insurance schedule and agree to accept the same. I/We are also aware that insurance premium amount may vary depending on the change in the Policy, Regulations, Taxes etc.,

Sr. No	Date of next disbursement towards Insurance Premium	Amount of Disbursement towards Insurance Premium
1		
2		
3		
4		
5		

I/We are aware that it is on the faith of our aforesaid undertakings that the Bank has agreed to disburse the said Loan.
Dated the day of , _ Signature [name of the person signing] [capacity in which the person is signing eg. Partner, Director, Authorized] [Name of Partnership Firm/ Company] In the Presence of:

(i)

(ii)

BEFORE ME

NOTARY

(BT Documents)
AUTHORISATION LETTER (SECURITY CREATION)

To,

Date: _____

The Manager

IDFC FIRST Bank Limited,

_____ Branch

Dear Sir,

Ref: Title documents for the property situated at _____
_____ (the "Property") deposited with _____ (name of previous financier)

I/We, irrevocable authorise IDFC FIRST Bank Limited as my/our authorised representative to collect all the title documents (original) pertaining to the Property from _____ (name of previous financier) ("Previous Financer") on my/our behalf. I/We further authorise IDFC FIRST Bank Limited to collect no-dues certificate from the Previous Financer towards my/our outstanding dues to the Previous Financer.

I/We declare that the Property is not cross collateralised for any other debt/loan due to the Previous Financer and that the Property is offered as security to the Previous Financer only against Loan Account No. _____ maintained with the Previous Financer.

I/We undertake that I/we am/are solely responsible for depositing the title deeds of the Property proposed to be taken as security with IDFC FIRST Bank Limited in case the Previous Financer refuses/fails to hand over the same to IDFC FIRST Bank Limited.

Yours faithfully,

Borrower Name_____
Signature of the Borrower_____
Co-Borrower Name_____
Signature of the Co-Borrower_____
Co-Borrower Name_____
Signature of the Co-Borrower_____
Co-Borrower Name_____
Signature of the Co-Borrower

BORROWER INDEMNITY (BALANCE TRANSFER)**Stamp Duty payable at Applicable Rates**

To,

Date: _____

The Manager

IDFC FIRST Bank Limited,

_____ Branch

Dear Sir,

Sub: Declaration to IDFC FIRST Bank Ltd., ("IDFC") for confirming outstanding loan amount, loan tenure and any additional documents not mentioned in the List of documents (LOD) submitted to IDFC.

I/We, _____, at present residing at _____ do hereby solemnly declare and state as follows:

At my/our request, IDFC has sanctioned a facility of take-over of my/our LAP Loan and LAP TOP UP loan ("**the said facility/ies**") availed by me/us from _____ <Specify name> of the Bank/Financial Institution> ("**the said Bank**") against a Property being a flat bearing No. _____ situated at _____

_____ (hereinafter referred to as the "Property") aggregating to INR _____.

I/We state and confirm that Loan Account Number/s of my/our LAP Loan and/ LAP TOP UP Loan is/are _____, and _____ respectively ("LAN").

I/We further state and confirm that the details of the Borrower and Co-Borrower of the said facility/ies sanctioned by the said Bank are as under

I / We further state and declare:

1. That the amount to be paid for repaying the outstanding balance of the above mentioned loan/s /LAN/s to the said Bank is Rs. _____/- (Rupees _____ only).
2. The outstanding tenure of the above mentioned loan/s /LAN/s from the said Bank is _____ months.
3. The list of documents submitted by me/ us confirms all the documents submitted/deposited by me/us with the said bank for the above mentioned loan/s /LAN/s.

I/We further state and declare that from the List of documents, the following documents are submitted with the said Bank in original, as the same is not specifically mentioned in the LOD.

a. _____

b. _____

c. _____

d. _____

e. _____

f. _____

g. _____

The following documents relating to the property, which are not mentioned in the List of documents, are in my/our custody and shall be submitted by me/ us to IDFC prior to exchange.

I/we hereby further state and confirm that relying on the said representation, IDFC has acceded to my/our request to consider the Property as a security to the take-over facility/ies sanctioned by the said Bank.

The details of the documents/title deeds of the Property are as under:

Document Description	Original/Copy	Available with Borrower / the said Bank

We hereby also undertake and confirm that we shall submit all original transfer documents listed in the List of documents issued by the said Bank directly to IDFC within _____ days and to intimate IDFC and take prior approval before executing any Deed or dealing in any way with the Property.

I/We hereby represent and undertake to indemnify and keep indemnified and hold harmless IDFC and IDFC's directors, officers, employees, agents and attorneys against any and all actions, proceedings filed, claims, damages, liabilities, expenses and the like to which IDFC may become subject to arising out of the aforementioned representation.

I/We further state and confirm that the above statements are true and correct to the best of knowledge and belief and nothing material has been concealed.

Thanking You,

Yours faithfully,

Borrower Name

Signature of the Borrower

Co-Borrower Name

Signature of the Co-Borrower

Co-Borrower Name

Signature of the Co-Borrower

Co-Borrower Name

Signature of the Co-Borrower

Date
DD MM YY YY

LETTER OF AUTHORITY BY PARTNERSHIP FIRMS

To,

Date: _____

To,

IDFC FIRST Bank Limited ("the Bank")

Dear Sir/Madam,

Subject: Letter of Authority.

We, the partners of M/s _____ ("the Firm"), hereby agree to avail banking facilities in the form of _____ in the name of the Firm to an extent of Rs. _____ (Rupees _____ Only) from the Bank.

We also agree to provide securities as per the sanction letter bearing No. _____ dated _____ issued by the Bank to the Firm.

Notwithstanding anything contained in our partnership deed dated _____, as amended/supplemented from time to time, we hereby authorize any one of the under mentioned partner(s) to execute the various agreements including security documents and other related documents in connection with the aforesaid banking facility. The delegation of authority shall be valid and effective till otherwise communicated in writing.

We undertake that we shall not change the constitution of the Firm without consent in writing from the Bank. Without prejudice to the same, the Bank shall be fully entitled to rely upon any instruction issued by any of the partners in terms of this letter till the time the aforesaid information regarding change of the partners is given to the Bank.

Further, we agree to indemnify the Bank and keep the Bank at all times indemnified from and against all actions, suits, proceedings, costs, claims, demands, charges, expenses, losses and liabilities howsoever arising in consequence of or in any way related to the Bank having acted or omitted to act in accordance with or pursuant to any instruction or the terms of this letter

We hereby certify that the particulars and signature(s) furnished above are as per our records.

Name of the Partner

Specimen Signature

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Thanking you,

Yours faithfully,

For M/s _____

Name of Partner (All partners need to sign)

Signature (With Stamp)

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

BOARD RESOLUTION: SIMPLE - LOAN AGAINST PROPERTY
[ON THE LETTERHEAD OF THE BORROWER COMPANY]

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF M/S. _____ LIMITED ('THE COMPANY') AT ITS MEEING HELD ON _____ AT _____:

"RESOLVED:

1. THAT the Company be authorised and empowered to avail credit facilities from IDFC FIRST Bank Limited ("the Bank") in such form and upon such terms and conditions as the said Bank may require from time to time and to execute and deliver from time to time promissory notes and other evidences of indebtedness bearing such rate of interest as the Bank may require from time to time, and other title detentions or security instruments as and in such form by the Bank may require evidencing any financing extended by the Bank to the Company".
2. THAT the Company do borrow from time to time from the Bank under the credit facilities, such amounts as the Company may require provided that the aggregate of the outstanding balance of such borrowings at any time shall not exceed Rs. _____/- (Rupees _____ Only). on the terms and conditions contained in the Sanction Letter Ref. No. _____ dated _____ ("Sanction Letter") received from the Bank (a copy of the same has been circulated to the Board placed on the table of the meeting).
3. THAT Shri _____ and Shri _____ be and are hereby authorised severally:
 - i. to convey to the Bank acceptance on behalf of the Company of the financial assistance on the terms and conditions contained in the Sanction Letter and agree to such changes and modifications in the said terms and conditions as may be suggested and acceptable to the Bank, from time to time.
 - ii. to negotiate, finalize, settle, and execute on behalf of the Company, loan agreement(s), demand promissory note(s), security documents and all other deeds, undertakings, declarations, documents, letters, other writings as may be required by the Bank for the purpose of availing the financial assistance and to accept such amendments/modifications therein as may be suggested by the Bank.
 - iii. to create security over the assets (including but not limited to movable, immovable, fixed, current assets) of the Company, both present and future, in accordance with the terms of the Sanction Letter and to negotiate, finalize, settle, and execute on behalf of the Company all security documents, other deeds, documents, other writings as may be required by the Bank for the aforesaid purpose and to accept such amendments/modifications therein as may be suggested by the Bank.
 - iv. To operate the Account through Internet Banking, Email Banking, (the 'Electronic Banking Services' or 'EB Services') offered by the Bank for operation of the Account from time to time and to operate the Account through the EB Services under different limits and to complete the formalities for applying for and obtaining and availing the EB Services and the connected Login id and Password(s), as the case may be, as applicable, and to operate the Account and avail the EB Services as the case may be, on behalf of the Company and also to collect the applications and other documents from authorised Officials, submit the same to the Bank and to collect the Login id and Password(s), as the case may be, from the Bank and to deliver the same to the respective authorised Officials.
4. THAT the Common Seal of the Company be affixed, wherever required, on the documents as may be required by the Bank from time to time in accordance with the Articles of Association of the Company.
5. THAT a copy of the foregoing resolution certified to be a true copy by the Company Secretary or by the _____ of the Company be furnished to the Bank and the Bank be requested to act thereon.
6. THAT the Common Seal of the Company be removed from the Registered Office of the Company, if required, for this purpose."

CERTIFIED TRUE COPY

For _____ LIMITED
 (Designation)

(For Borrower)
Trust Resolution

"RESOLVED:

1. THAT the Trust do borrow the following financial assistances by way of rupee term loan (the "Facility") from IDFCFIRSTBank Limited ("the Bank/Lender") to provide to the Trust on the terms and conditions contained in the sanction letters (the "Letter") details more specifically mentioned therein.
2. THAT the following trustees, viz. Mr./Ms. _____, Mr./Ms. _____ and Mr./Ms. _____ (the "authorised Trustees ") be and are hereby authorised severally to convey to the Lender acceptance on behalf of the Trust of the aforesaid offer for the Facility on the terms and conditions contained in the Letter and agree to such changes and modifications in the said terms and conditions as may be suggested by the Lender from time to time and to execute such deeds, documents and other writings as may be necessary or required for this purpose.
3. THAT the Trust do avail of the Facility from the Lender, in the manner and to the extent set out above on the terms and conditions contained in the Letter and the other related documents.
4. THAT the Trust do create security in favour of the Lender as specified in the Letter for securing the performance of obligations by the Trust in connection with the Facility and all other amounts in respect thereof.
5. THAT the draft of the Facility Agreement, the Mortgage documents and other deeds, documents, undertakings and writings required to be executed by the Trust in connection with the Facility (copies whereof have been circulated to the Board / Committee placed on the table at the meeting) be and is / are hereby approved and accepted.
6. THAT the authorised Trustees be and are hereby severally authorised to approve and finalise and execute / furnish such deeds, documents, writings, undertakings, indemnity as may be necessary or required by the Lenders in connection with the transactions related to the security and/or the Facility , and accept and execute any amendments or modifications to any agreements, deeds, documents, undertakings, indemnity and other writings, including acknowledgement of debt / balance / security confirmation(s) and/or any renewal documents, as and when necessary.
7. THAT the authorised Trustees be and are hereby severally authorised to deposit (either by way of actual or constructive delivery) title deeds of such properties of the Trust/ Trustee as are acceptable to the Lender, with intent to create a mortgage by deposit of title deeds in favour of the Lender for securing the Facility as also execute such declarations on oath as may be required by the Lender.
8. THAT if so required by the Lender, the Common Seal of the Trust be affixed to the stamped engrossment(s) of the Facility Agreement, the mortgage document and to all other deeds, documents or writings as may be required in connection with the security to be created in favour of the Lender, in the presence of any of the Trustees who shall sign the same in token thereof and Mr./Ms. [●], Secretary / authorised person who shall sign / countersign the same in token thereof.

10. THAT after execution of any mortgage deed, the same be, if required, lodged for registration with any registering authority competent in that behalf and the authorized Trustees be and are hereby severally authorized to admit execution of such mortgage deed.
11. THAT if so required by the Lenders, the Common Seal of the Trust be affixed to the stamped engrossment(s) of the Facility Agreement, Mortgage Deed and to all other deeds, documents or writings as may be required in connection with the Facility, in the presence of any of the following Trustees who shall sign the same in token thereof and Mr./Ms. [●], Secretary / authorised person who shall sign / countersign the same in token thereof.
12. THAT copies of the aforesaid resolutions certified to be true be furnished to the Lender and they be requested to act thereon."

CERTIFIED TO BE TRUE

Trustee

Date: <dd,mm,yy>

**LLP RESOLUTION
SHORT & SWEET LOAN
[ON THE LETTERHEAD OF THE BORROWER LLP]**

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE PARTNERS OF LIMITED LIABILITY PARTNERSHIP FIRM NAMEING M/S. _____ (LLP) AT ITS MEEING HELD ON _____ AT _____ :

“RESOLVED:

1. THAT the LLP do borrow/avail from IDFC FIRST Bank Limited (“the Bank”) the following credit facilities for an amount not exceeding Rs. _____/- (Rupees _____Only)(“the financial assistance”) on the terms and conditions contained in the Sanction Letter Ref. No. _____ dated _____ (“Sanction Letter”) received from the Bank (a copy whereof has been circulated and placed on the table of the meeting).
2. THAT Shri _____, Shri _____, Shri _____ and Shri _____ be and are hereby authorised severally to convey to the Bank acceptance on behalf of the LLP of the financial assistance on the terms and conditions contained in the Sanction Letter and agree to such changes and modifications in the said terms and conditions as may be suggested and acceptable to the Bank, from time to time.
3. THAT Shri _____, Shri _____ and Shri _____ be and hereby severally authorised to negotiate, finalize, settle, and execute on behalf of the LLP, loan agreement(s), demand promissory note(s), security documents and all other deeds, undertakings, declarations, documents, letters, other writings as may be required by the Bank for the purpose of availing the financial assistance and to accept such amendments/modifications therein as may be suggested by the Bank.
4. THAT Shri _____, Shri _____ and Shri _____ be and hereby authorised severally to create security over the assets _____ /(including but not limited to movable, immovable, fixed, current assets) of the LLP, both present and future, in accordance with the terms of the Sanction Letter and to negotiate, finalize, settle and execute on behalf of the LLP all security documents, other deeds, documents, other writings as may be required by the Bank for the aforesaid purpose and to accept such amendments/modifications therein as may be suggested by the Bank.
5. THAT Shri _____, Shri _____, and Shri _____ be and hereby authorized severally to draw, accept, co-accept or endorse bills of exchange on behalf of the LLP that may be discounted with the Bank provided that such amount shall not exceed the borrowing limit approved by the Board from time to time.
6. THAT Shri _____, Shri _____ and Shri _____ be and hereby authorized severally to request the Bank to

7. That _____ Account ("Account") in the name of the _____ be opened with the Bank at its branch at _____ and the LLP is hereby authorised to avail the general banking facilities offered by the Bank and Shri _____, Shri _____ and/or Shri _____, severally be authorised to sign and deliver necessary application forms and other documents therefor and do all acts and deeds as may be required by the Bank in connection with opening/activating/ operating/closing the Account and Shri _____, Shri _____ and/ or Shri _____ severally be authorised to operate and maintain the Account for and on behalf of LLP and that the LLP do accept the terms and conditions applicable for the Account as may be contained in the application forms or any other terms and conditions as may be notified/displayed by the Bank on its website (www.idfcbank.com) from time to time in connection with the provision of products and services offered in respect of the Account.
8. The Bank be instructed to accept and credit to the Account all moneys deposited with or owing by the Bank on any account or accounts at any time or times, kept or to be kept in the name of the Company and the amount of all cheques, notes, bills, other negotiable instruments, orders or receipt, provided they are endorsed/signed/issued by Shri _____, Shri _____ and/or Shri _____ of the LLP for the time being, jointly/severally¹ on behalf of the LLP.
9. The Bank be instructed to honour all cheques, promissory notes and other instruments drawn by and all bills accepted on behalf of the LLP, so long as the account being in credit balance or, where overdraft facility is provided by the Bank in respect of the Account, so long as it is within the overdraft limit and are endorsed/signed/issued by Shri _____, Shri _____ and/or Shri _____ of the LLP for the time being, jointly/severally on behalf of the LLP and such signature shall be sufficient authority to bind the LLP in all transactions between the Bank and the LLP including those specifically referred to herein.
10. The Bank is hereby authorised to pay any instrument or make any such charge and also to receive the same from the payee or any other holder without inquiry as to the circumstances of issue or the disposition of the proceeds even if drawn to the individual order of any signing person, or payable to the Bank or others for his account or tendered in payment of his individual obligation, and whether drawn against an account in the name of the LLP or in the name of any officer or agent of the LLP as such AND such signature(s) shall be a sufficient authority to IDFC FIRST Bank and shall bind the LLP in all transactions between the Bank and the LLP including those specifically referred to.
11. The LLP do also operate the Account through Internet Banking, Email Banking², (the 'Electronic Banking Services' or 'EB Services') offered by the Bank for operation of the Account from time to time and the following Officials are authorised to operate the Account through the EB Services under different limits in the manner set out below:

Corporate Internet Banking:

Name of the Official	Limit Rs.)	
	From (To

¹ Pls delete whichever is inapplicable.

² Different Modes are optional & Applicant can opt for any one or more of them

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Email Banking:

Sl. No	Name of the Official

12. and the aforesaid authorised Officials be and are hereby authorised to complete the formalities for applying for and obtaining and availing the EB Services and the connected Login id and Password(s), as the case may be, as applicable, to each of the above mode of operations and operate the Account and avail the EB Services as the case may be, and [•], [•] and/or [•] of the LLP are severally authorised to collect the applications and other documents from authorised Officials, submit the same to the Bank and collect the Login id and Password(s), as the case may be, from the Bank and deliver the same to the respective authorised Officials.
13. THAT the Common Seal of the LLP be affixed, wherever required, on the loan agreement and such other deed, documents, including security documents as may be required by the Bank from time to time in presence of any of the following partners viz. Shri _____, Shri _____ and Shri _____ who shall sign the same in token thereof and Shri _____ authorised person who shall sign/countersign the same in token thereof in accordance with the LLP Agreement.
14. THAT the undersigned are the only partners of aforementioned LLP, do hereby certify that the above is a true and correct extract of the resolution and that it has been entered in the usual course of business in the minutes book of the LLP, and signed therein by all the partners present at the meeting and that it is in accordance with the incorporation document and the LLP agreement.

Partners Name

Stamp & Signature

1 _____

2 _____

3 _____

4 _____

1 _____

2 _____

3 _____

4 _____

(Note: All Partners to sign)

“FURTHER RESOLVED THAT the certified copy of the foregoing resolutions be furnished to IDFC FIRST BANK LIMITED for their records and further action.”

LOAN AGAINST PROPERTY



IDFC FIRST Bank Limited (formerly IDFC Bank Limited)

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