

No.

## **MSME - Secured Loan Agreement**

### **INSTRUCTIONS FOR FILLING LOAN AGREEMENT**

City	
Name of Applicant	
Date of Loan Agreement	
Loan Amount (₹)	
EMI (₹)	
Tenor	

#### **General Instructions**

- 1) All applications to be filled in English in CAPITAL LETTERS using a ballpoint pen only.
- 2) There should not be any amendments/ overwriting/ erasures/ cutting on the Loan Agreement and any amendments/ overwriting/ erasures/ cutting should be undersigned.
- 3) The Signature of the Borrower and Co-borrower should be the same on Loan Agreement & Application Form.
- 4) The full signature of the Borrower and Co-borrower is to be put in all the places where there is a mark.
- 5) The full signature of the Borrower is to be put in all the places on the Document where there is a mark.

Language	Declaration	Signature
English	I have understood all the Terms and Conditions of the Agreement which have been explained to me in the language that I understand.	
Hindi	मैंने अनुबंध के नियम व शर्तें समझ ली हैं, जो मुझे अपनी ज्ञात भाषा में समझाए गए हैं.	
Tamil	ஒப்பந்தத்தின் விதிமுறைகள் மற்றும் நிபந்தனைகள் அனைத்தும் எனது மொழியில் விவரிக்கப்பட்டது. அதை நான் புரிந்து கொண்டேன்.	
Malyalam	എനിക്കു മനസ്സിലാക്കുന്ന ഭാഷയിൽ എനിക്കു വിശദീകരിച്ചു തന്ന കരാറിന്റെ എല്ലാ വ്യവസ്ഥകളും ഉപാധികളും എനിക്കു മനസ്സിലാക്കുകയുണ്ടായി.	
Telugu	అగ్రిమెంట్‌లోని నియమ నిబంధనలన్నీనీ నేను అర్థం చేసుకున్నాను మరియు వాటిని నాకు అర్థమయ్యే భాషలో వివరించబడ్డాయి.	
Kannada	ನಾನು ಒಪ್ಪಂದದ ಎಲ್ಲಾ ನಿಯಮ ಮತ್ತು ನಿಬಂಧನೆಗಳನ್ನು ತಿಳಿದುಕೊಂಡಿದ್ದು ಅವನ್ನು ನನಗೆ ತಿಳಿಯುವ ಭಾಷೆಯಲ್ಲಿ ನನಗೆ ವಿವರಿಸಲಾಗಿದೆ.	
Marathi	मला करारनाम्याच्या सर्व अटी व शर्ती समजल्या आहेत, ज्या मला कळणाऱ्या भाषेमध्ये समजावून सांगण्यात आल्या आहेत.	
Gujarati	મે કરારના મને સમજાય તે ભાષામાં સમજાવવામાં આવેલા સર્વ નિયમો અને શરતો સમજી લીધા છે.	
Oriya	ମୁଁ ଏହି ରାଜିନାମାର ସମସ୍ତ ସର୍ତ୍ତ ଓ ନିୟମାବଳି ବୁଝିଛି, ଯାହାକି ମୋତେ ମୁଁ ବୁଝୁଥିବା ଭାଷାରେ ବୁଝାଇ ଦିଆଯାଇଛି ।	
Konkani	माका समजता त्या भाशेन कराराचो सोगळ्या अटी व सर्ती स्पष्ट करोन सांगल्या आनी त्या माका कळल्या आसा.	
Punjabi	ਮੈਂ ਇਕਰਾਰਨਾਮੇ ਦੇ ਸਾਰੇ ਨਿਯਮਾਂ ਅਤੇ ਸ਼ਰਤਾਂ ਨੂੰ ਸਮਝ ਲਿਆ ਹੈ ਜੋ ਮੇਰੀ ਸਮਝ ਵਿੱਚ ਆਉਣ ਵਾਲੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮੈਨੂੰ ਵਿਆਖਿਆ ਸਹਿਤ ਸਮਝਾ ਦਿੱਤੇ ਗਏ ਹਨ ।	
Bengali	আমি চুক্তির সমস্ত নিয়ম ও শর্ত বুঝেছি, যা আমার বোধগম্য ভাষায় আমাকে বিশ্লেষণ করা হয়েছে ।	
Assamese	মই এই চুক্তিৰ সকলো নিয়ম আৰু চৰ্ত বুজি পাইছোঁ আৰু এইবিলাক মই বুজি পোৱা ভাষাত মোক বুজাই দিয়া হৈছে ।	
Urdu	میں نے اقرار کیا ہے کہ تمام شرائط کو سمجھ گیا ہے جو میری سمجھ میں آنے والی زبان میں مجھے سمجھادیئے گئے ہیں۔	

Sign against the appropriate box

# LOAN AGREEMENT

**THIS LOAN AGREEMENT** (hereinafter referred to as the “Agreement”) made at the place and on the date as more particularly mentioned in the Schedule hereunder written between:

**The Borrower**, details whereof are more particularly as described in the **Schedule** and, wherever the context so requires, includes a Co-Borrower named as specified in the Schedule and hereinafter collectively referred to as the “**Borrower**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include, where the Borrower is an individual, his / her heirs, executors and administrators; where the Borrower is a partnership firm, the partner or the partners for the time being of the said partnership firm, the survivor of them and the heirs, executors and administrators of the partners; and where the Borrower is a Sole Proprietorship Firm, the Sole Proprietor and his/her heirs, executors and administrators) of the **ONE PART**;

## AND

**RBL BANK LIMITED**, a company incorporated in India under the Companies Act, 1913 and deemed to exist within the purview of the Companies Act, 1956 and deemed to exist within the purview of the Companies Act, 2013, bearing CIN L65191PN1943PLC007308 and having its registered office at RBL Bank Ltd., 1st Lane, Shahupuri, Kolhapur - 416 001, Maharashtra, India, its Mumbai controlling office at 6th Floor, Tower 2B, One Indiabulls Centre, 841, S.B. Marg, Lower Parel (West), Mumbai – 400 013 and a branch office as more particularly described in the Schedule appended to this Agreement, hereinafter referred to as the “**Lender/Bank**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest, assigns, holding or subsidiary company/ies) of the **OTHER PART**.

The Borrower and the Lender shall be hereinafter singularly referred to as the “**Party**” and collectively referred to as the “**Parties**”.

## WHEREAS:

A. The Borrower is inter-alia engaged in/carrying on the business/profession as specified in the Schedule annexed below and is desirous of availing a loan in the course of its/his/her/their business/profession;

Pursuant to the request for grant of a loan made by the Borrower to the Lender, the Lender had issued its sanction letter, details whereof are specified in the Schedule annexed below (hereinafter referred to as the “**Sanction Letter**”) to the Borrower and in pursuance thereof, the Lender has granted/agreed to grant the loan amount as more particularly provided in the Schedule hereunder written (hereinafter referred to as the “**Loan**”) to the Borrower, upon the Borrower agreeing to repay the dues under the Loan with interest and other charges as hereinafter mentioned and on the Borrower agreeing to create the security as provided herein and agreeing to comply with the terms and conditions contained herein in addition to the other terms and conditions stipulated by the Bank in the Sanction Letter and also as may be specified in any other documents executed or tendered or agreed to be executed or tendered at a future date in respect of the Loan between the parties hereto (collectively referred to as the “**Transaction Documents**”) or as notified from time to time by the Bank to the Borrower. **NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the Parties hereto, intending to be legally bound, agree as follows:

## 1. LOAN AND TERMS OF THE LOAN

### 1.1 Loan

Based upon the Borrower’s request, representations, warranties, covenants and undertakings as contained herein and in the loan application form as well as Sanction Letter and other Transaction Documents, by the Borrower in relation to the Loan, the Lender has agreed to make available to the Borrower and the Borrower has agreed to avail from the Lender, the Loan in the manner and on the terms and conditions mentioned in this Agreement and its Schedule. The Loan shall be granted for the tenure as provided in the Schedule hereunder written. In consideration of the Loan being provided by the Lender, the Borrower agrees to unconditionally abide by and observe all the terms and conditions herein after set out and as may be stipulated by the Lender from time to time.

### 1.2 Purpose of Loan

The Loan has been granted for use in the course of business by the Borrower as more particularly provided in the Schedule hereunder written. The Borrower covenants that the Loan or amount advanced will be utilized for the purpose as stated herein and for no other purpose and all the terms and conditions of sanction of the Loan will be duly observed.

### 1.3 Interest

1.3.1 The Borrower covenants with the Bank to pay interest on the Loan or such sum as may be due by the Borrower to the Bank from time to time at the rate and periodicity as mentioned in the Schedule hereunder written till the entire outstanding Loan amount and interest thereon is repaid by the Borrower.

1.3.2 The Borrower further agrees that the Bank shall be entitled to change the rate of interest, additional interest and/or periodicity of charging interest etc. as mentioned herein at any time by giving notice to the Borrower and / or notifying on the notice board of the Bank or in the website of the bank and shall thereafter be entitled to charge interest at the changed rate / rests as if the same was provided for in this Agreement.

1.3.3 The Borrower shall reimburse or pay to the Lender such amount

as may have been paid or payable by the Lender to the Central or State Government on account of any tax levied on interest (and/or other charges) on the Loan by the Central or State Government. The Borrower shall make the reimbursement or payment as and when called upon to do so by the Lender.

### 1.3.4 Additional Interest:

On occurrence of any Event of Default as specified hereunder including but not limited to delay or failure of the Borrower to pay any amount on the due date as provided in the Schedule hereunder written, the Bank reserves the right to impose additional interest at such rate as provided in the Schedule hereunder written. Such obligation to pay the additional / default interest shall arise without the need for any notice thereof or demand therefore. It is hereby clarified that payment of any additional/default interest shall not entitle the Borrower to delay the payments towards the amounts due in respect of the Loan. The Lender’s right to charge additional interest shall not, in any manner whatsoever, impair or hinder the Lender’s rights to seek recourse to any other remedies available with the Lender on occurrence of an Event of Default.

### 1.3.5 Increased Cost:

The Borrower agrees to pay to the Lender, the amount of any cost incurred by the Lender or any of its affiliates as a result of:

- the introduction of, or any change in, or any change in the interpretation, administration or application of, any law or regulation; and/or
- compliance with any law or regulation made effective after the date of Sanction Letter; and/or
- additional solicitor’s and lawyer’s fees or introduction of new or additional stamp duty, registration charges and other incidental expenses incurred or levied in connection with the Loan.

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

## 1.4 Interest Reset

1.4.1 The rate of interest stipulated will be subject to revision and shall be reset, depending on the change in the Marginal Cost of Funds Based Lending Rate (MCLR) of the Lender or depending on the directives of Reserve Bank of India from time to time.

## 1.5 Fees, Charges, Duties and Taxes

1.5.1 It has been agreed between the Parties that processing fees, administrative fees, commitment charges, charges towards issuance of duplicate statements, cheque bouncing charges, late payment charges and such other charges as are specified in the Schedule hereunder written shall be payable on the sanctioned Loan amount by the Borrower. Further, it has been agreed that all taxes and duties including service tax are to be borne by the Borrower.

1.5.2 The Borrower shall bear and pay all such imposts, duties and taxes (including interest, stamp duty and other taxes, if any) as may be levied from time to time by any Government or other authority with the sanction of law, pertaining to or in respect of the Loan amount.

1.5.3 All sums payable by the Borrower under this Agreement shall be paid free of any restriction or condition and free and clear of and without any counter-claim, set off, deduction or withholding, whether on account of tax deductions, charges, stamp duty, liability or impost or otherwise, if any, and the Borrower agrees as follows:

- The Borrower shall make all payments to be made by it without any tax deduction, unless a tax deduction is required by law;
- The Borrower shall promptly upon becoming aware that it must make a tax deduction (or that there is any change in the rate or the basis of a tax deduction) notify the Bank accordingly;
- If a tax deduction is required by Law to be made by the Borrower, the amount of the payment due from the Borrower shall be increased to an amount which (after making any tax deduction) leaves an amount equal to the payment which would have been due if no tax deduction had been required;
- If the Borrower is required to make a tax deduction, the Borrower shall make that tax deduction and any payment required in connection with that tax deduction within the time allowed and in the minimum amount required by Law;
- Within 30 (Thirty) days of making either a tax deduction or any payment required in connection with that tax deduction, the Borrower shall deliver to the Bank evidence reasonably satisfactory to the Bank that the tax deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

1.5.4 The Borrower shall reimburse all sums paid and/or expenses incurred by the Lender in relation to the Loan within 30 (thirty) days as and when called upon to do so by the Lender or the Lender shall be entitled to include such amounts into the principal amount of the Loan and modify the EMIs and/or tenure of the Loan as may be decided by the Lender. All such sums shall carry additional interest from date of payment till such reimbursement at the rate specified in the Schedule.

1.5.5 All fees, charges and other monies payable/paid by the Borrower in relation to the loan application, Transaction Documents, all writings and

other documents executed or entered into, by the Borrower, or as the case may be by any other person(s) in relation, or pertaining to the Loan are non refundable in nature.

**1.6 Drawdown/ Disbursement**

1.6.1 The Lender shall disburse the Loan as per the disbursement schedule provided in the Schedule hereto either in one lump sum or in suitable installments/tranches after a disbursal request form is sent by the Borrower to the Lender. Disbursement shall be made in such mode and manner as provided in the Schedule.

1.6.2 In case the Borrower delays or does not drawdown the entire Loan within a period of six (6) months from this Agreement or any other extended date at the sole discretion of the Lender, then the Lender, shall nonetheless be entitled to encash the PDC's on the respective dates and/or act upon the SI, deduct the account of the Borrower through ECS or otherwise as the case may be.

1.6.3 It is further agreed between the Parties that where the declared end use or any integral part thereof, during the subsistence of this Agreement, is declared illegal or becomes illegal on account of any promulgation, amendment, modification or re-enactment of any statute, notification, circular or order etc., then this Agreement shall stand terminated from the date from which the declared end use or any integral part thereof has become illegal, and the Borrower shall be liable to repay the entire Loan amount along with accrued interest, costs, charges, levies etc. forthwith to the Lender.

1.6.4 After execution of this Agreement, the Borrower shall not be entitled to cancel the Loan or refuse to accept the disbursement of the Loan, except with the approval of the Lender and on payment to the Lender, of such cancellation charges or foreclosure charges as provided in the Schedule hereunder and as may be modified by the Lender from time to time. The Bank shall however have the right to terminate all and/or any undrawn part of the Loan without giving notice to the Borrower. The Borrower shall be informed and intimidated by the Bank of such termination of the undrawn amount of the Loan as soon as practicable by the Bank.

**2. REPAYMENT / PREPAYMENT**

**Repayment:**

2.1.1 The Loan (including but not limited to the principal, interest thereon and any other charges, expenses, interest, additional interest, premium, fees, taxes, levies or other dues payable by the Borrower to the Lender in terms of this Agreement) shall be repayable by the Borrower to the Lender at the place and in the manner provided in the Schedule hereunder written.

2.1.2 The EMI amount (as provided in the Schedule hereunder written) shall be arrived at so as to comprise repayment of principal and payment of interest calculated on the basis of the interest rate, periodicity of compounding, periodicity of repayment, periodicity of effecting credits in the account so as to aim repayment of the entire liability under the Loan at the end of its tenure and the Borrower agrees to continue paying EMIs until all amounts due under the Loan have been repaid in full to the Lender.

2.1.3 The Borrower(s) shall at all times maintain sufficient funds in his/her/ their bank account(s) to ensure that the SI/ECS/PDCs/NACH, if any issued by the Borrower are not dishonored and the installments/ EMI are received/ realized by the Lender before the applicable due date.

2.1.4 No notice, reminder or intimation shall be given to the Borrower regarding its obligation to pay the amount payable hereunder on the due date and it shall be entirely the Borrower's responsibility to ensure prompt and regular payment of the amount payable by the Borrower to the Lender on the due date and in the manner provided in the Schedule.

2.1.5 All sums payable by the Borrower under this Agreement shall be paid free of any restriction or condition and free and clear of and without any counter claim, set off, deduction or withholding, whether on account of tax or otherwise.

**2.1.6 Prepayment:**

The Lender may, in its sole discretion and on such terms as to pre-payment fees, etc., as it may prescribe, permit pre-payment / acceleration of

a) Installments or pre-payment at the request of the Borrower, subject to the condition that the Lender may specify, from time to time, the minimum amount of prepayment/amounts payable on account of acceleration of Installments. If permitted by the Lender, the Borrower shall give prior written notice of its intention to pre-pay the full amount of the Loan and pay to the Lender such pre-payment charges as may be prescribed by the Lender from time to time.

b) Any pre-payment of any part of the Loan has to be made in accordance with the conditions specified by the Lender and subject to applicable prepayment charges which shall be levied on the Borrower by the Lender. Save and except as mentioned above, the Borrower shall not be entitled to make any pre-payment. Notwithstanding the above, if the Borrower pays any amount to the Lender before the due date, the Lender shall be entitled to appropriate the same in such manner as it deems fit. The Lender will give the Borrower credit for the same only on the due date and not before.

c) In the event the Lender permits any pre-payment, the repayment schedule may be altered by the Lender at the request of the Borrower and the Borrower agrees to adhere to the altered re-payment schedule.

**2.1.7 Borrower's Liability:**

The Borrower's liability hereunder shall not be affected, terminated or prejudiced by any amendments to or changes in the Borrower's constitution, or upon the Borrower becoming bankrupt or insolvent or any proceeding in respect thereof or any analogous step, but such liability shall continue in full force and effect and shall be binding on the Borrower's respective successors.

**3. SECURITY**

3.1.1 In consideration of the Lender granting/agreeing to grant the Loan and as security for the repayment of the principal amount of the Loan, payment of all interest, prepayment charges, liquidated damages, costs, fees, charges, duties, taxes, expenses and all other monies as may be

payable under this Agreement and all costs, charges and expenses, including but not limited to the costs, legal expenses, if any, of preserving the security/ies and/or enforcement thereof, incurred by the Lender in the performance of its duties and obligations under this Agreement, the Borrower shall create such security as may be demanded by the Bank from time to time including the security as specified herein below (hereinafter referred to as the "Security") and execute the relevant Security Documents, more particularly provided in the Schedule hereunder, which shall be a condition precedent for the disbursement of the Loan.

*[Strike off whichever is not applicable]*

**3.1.2 First and Exclusive Mortgage and Charge**

The Borrower shall grant, convey, assign, assure, charge and transfer exclusively, by way of a first and exclusive charge in favour of the Bank, the immovable property which is more particularly provided under the head of Security in the Schedule hereunder written which shall subsist and continue until repayment by the Borrower to the Bank of the principal amount of the Loan in full and also payment of all interest and all other monies as may be payable under this Agreement with a provision for redemption by way of re-conveyance, re-assignment, re-transfer and release. The terms of the mortgage and charge shall be as recorded in the Indenture of Mortgage/ Memorandum of Entry to be executed in favour of the Bank. The Borrower shall not create any manner of interest on the Security in favour of any other person or body, except with the prior written consent of the Bank.

**3.1.3 Hypothecation**

The Borrower shall hypothecate and create a charge in favour of the Bank as and by way of a first and exclusive charge on all the movable properties more particularly provide under the head of Security in the Schedule hereunder written, which shall subsist and continue until repayment by the Borrower to the Bank of the principal amount of the Loan in full and also payment of all interest and all other monies as may be payable under this Agreement. The Borrower further agrees that the Security shall also be security for all other monies that may be due and payable by the Borrower to the Bank on any account whatsoever, whether present or future, including the liability of the Borrower as a surety or co-obligor either simply or along with any other person. The Borrower agrees with, and undertakes to the Bank that the Bank shall have an exclusive charge over the Security and that the Borrower shall not create any manner of interest in the Security or any of them in favour of any other person or body, except with the prior written consent of the Bank. The Parties shall execute a Hypothecation Deed in respect of the same.

**3.1.4 Pledge**

The Borrower has agreed to pledge the movable properties more particularly provided under the head of Security in the Schedule hereunder in favour of the Bank in the form and manner satisfactory to the Bank in the manner and on the terms and conditions contained in the Deed of Pledge to be executed between the Parties.

**3.1.5 Assignment**

The Borrower has agreed to assign in favour of the Bank, all its/his/her/ their insurance policies/ bonds/such other policies as more particularly provided under the head of Security in the Schedule hereunder, in the form and manner satisfactory to the Bank in the manner and on the terms and conditions contained in the Assignment Deed to be executed between the Parties.

**3.1.6 Marketable Title and Preservation of Security**

The Borrower shall make out a good, clear and marketable title to all the Security offered and/or to be offered as a security to the Bank for securing the said Loan and keep them free from any encumbrances to the satisfaction of the Bank.

The Bank shall be entitled to take any actions deemed necessary in its sole discretion to preserve the Security. In an Event of Default, the Bank may, take any actions deemed necessary in its sole discretion to preserve the Security, irrespective of whether or not the Borrower has been taking steps to do the same. All costs incurred by the Bank to preserve such Security after the happening of an Event of Default, or in relation to the recovery of amounts due under the Transaction Documents shall be charged to the Borrower and reimbursed as the Bank shall specify.

**4. CONDITIONS PRECEDENT**

4.1 The Lender shall have the discretion to not disburse at any time, any amount under the Loan unless the following conditions are complied with in the sole discretion of the Lender:

4.1.1 The Loan Agreement and such other Transaction Documents are duly executed, and delivered to the Lender by the Borrower;

4.1.2 The Borrower shall have provided such information as may be called by the Lender in order to verify the credit worthiness of the Borrower;

4.1.3 The Borrower submits to the satisfaction of the Lender all such documents for verification as are required to be provided under the Bank's Policies (including in particular the RBL Bank Small Business Loan Product and Process Note, which shall have to be mandatorily complied with);

4.1.4 The Borrower submits to the Lender, post-dated cheques/ECS/SI/ NACH towards repayment of all the installments. The Borrower creating the Security in favour of the Lender for repayment of the Loan in terms of this Agreement including execution and registration (as may be required) of all security documents, in a form and substance satisfactory to the Lender, and complying with all such other conditions as may be required in relation to creation of the Security in a form enforceable by the Lender;

4.1.5 The Borrower submits to the Lender, any other documents or writing including Power of Attorney in favour of the Lender, as the Lender may require in its sole discretion.

4.2 The Lender may not, having disbursed any amount, disburse any further amount under the Loan, unless the following conditions are complied with in the sole discretion of the Lender before such further disbursement:-

4.2.1 No Event of Default as specified in clause 9 hereinafter shall have occurred;



4.2.2 The Borrower shall have produced evidence of the utilization of prior disbursements and also in respect of proposed disbursements;

4.2.3 The Borrower shall have produced his/their periodic financial statements;

4.2.4 No extra ordinary circumstances shall have occurred, which in the sole opinion of the Lender may make it improbable for the Borrower or otherwise adversely affect his/their capability of fulfilling any of the terms and conditions contained in this Agreement.

**5. CONDITIONS AND COVENANTS**

5.1 In consideration of the Lender having advanced/agreed to advance the Loan to the Borrower, the Borrower hereby undertakes that it shall comply with the following conditions and covenants during the Tenure of this Agreement and until full repayment of the amounts due under this Agreement:

**5.1.1 Affirmative Covenants**

The Borrower shall comply with the following:

- i. obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorizations, approvals, licenses and consents if any required to enable it to enter into and perform its obligations under this Agreement and to ensure the legality, validity, enforceability or admissibility in evidence of this Agreement;
- ii. Use the said Loan for the Purpose for which it is sanctioned. In case the Borrower fails for any reason to utilise the Loan for the said Purpose or utilizes any part of the said Loan for any purpose other than the said Purpose, the Lender shall be entitled to rescind this Agreement on that ground and to recall the Loan on 15 (fifteen) days's notice in writing to the Borrower.
- iii. Conduct the business to the best of its ability, in an orderly, efficient and customary manner.
- iv. Promptly give written notice to the Lender of:
  - a. all litigation /dispute / action from/against the Borrower from anyone (including any governmental or regulatory authority) materially affecting the Borrower, which is threatened and/or likely to be filed and/or filed,
  - b. any Event of Default under the terms of this Agreement or of any document provided for herein.
- v. Promptly inform the Lender if the Borrower is on the verge of being declared as bankrupt/insolvent.
- vi. If the Bank is of the opinion, at any time, during the subsistence of this Agreement, that, Security created is insufficient to cover the amount of the said Loan and interest, then the Bank shall be entitled to call upon the Borrower to provide further or additional security, to the satisfaction of the Bank, such additional security being on such further or additional properties and assets as may be acceptable to the Bank.
- vii. Pay all costs, charges and expenses in any way incurred by the Lender, including travelling and other allowances, such stamp duty, registration fees, other duties, taxes, charges and other penalties if and when the Borrower is required to pay according to the laws for the time being in force., and in the event of the Borrower failing to pay such stamp duty, other duties, taxes and penalties, as aforesaid, the Lender will be at liberty (but shall not be obliged) to pay the same and the Borrower shall reimburse the same to the Lender on demand with Interest thereon at the same rate as on defaulted Installments in respect of the Loan as specified hereinabove with monthly rests from the date of payment and until such reimbursement by the Borrower. The Borrower shall pay inspection charges, commitment charges and all other applicable charges.
- viii. Upon notice from the Lender, pay or reimburse to them all legal charges, costs and expenses in any way incurred by them in connection with or relating to this transaction., including cost towards searches, travelling allowances, drafting, stamping and registration of the Transaction Documents, obtaining any other requisite approvals as may be applicable and the fees of the Lender's legal counsel.
- ix. The Borrower shall maintain a Fixed Debt Service Ratio (as defined in the Bank's policies) and also comply with other norms in accordance with the Bank's policies.
- x. The Borrower shall ensure strict compliance of all applicable laws and statutory / regulatory requirements, permissions, approvals, sanctions, conditions and requirements of the State or Central government / local authorities.
- xi. The Borrower shall not undertake expansion / diversification without obtaining prior written permission of the Lender and without proper tie-up of funds.
- xii. The Borrower shall furnish to the Bank all such information, statements, particulars, estimates and reports as the Bank may require from time to time, as to the compliance with the terms of this Agreement and shall also submit to the Bank, in form and detail satisfactory to the Bank, the Financial Statements at such intervals and time, as may be prescribed / required by the Bank from time to time.
- xiii. The Borrower shall comply with the reporting requirements (including bank statements for all accounts held by the Borrower, annual (audited) and semi-annual financial statements, notices of default, notices of material litigation, and such other information and such access to the Borrower's properties, books and records as the Bank may reasonably request).
- xiv. The Borrower shall provide quarterly, unaudited financial statements within 30 (thirty) days of the close of relevant quarter and audited financial statements within 6 (Six) months of year end and drawing power statements on a monthly basis.
- xv. The Borrower hereby agrees and authorizes the Lender and/or its regulator(s) or any third parties appointed by the Lender and / or its regulator(s) to inspect the Borrower's premises and/or books of accounts. The Borrower shall reimburse all costs and expenses incurred by the Lender, its regulator(s), third parties appointed by the Lender or its regulator(s) for such purposes.
- xvi. The Lender shall have the right to withdraw/modify all/any of the

sanction conditions or stipulate fresh conditions under intimation to the Borrower.

xvii. The Borrower hereby agrees to accept as conclusive proof of the correctness of any sum claimed by the Bank to be due from the Borrower in respect of the said Loan, a statement of account made out from the books of the Bank and signed by an officer of the Bank, without production of any voucher, documents or other papers.

xviii. The Borrower shall perform and execute, upon request of the Bank, such acts and deeds, as may be necessary to carry out the intent of this Agreement

The Borrower covenants with the Bank that the Borrower shall appraise the Bank of the occurrence or likely occurrence of any event which is likely to affect the capacity of the Borrower to repay the said Loan or interest there on or likely to affect the Security for the said Loan or the obligations of the Borrower to the Bank in respect of the said Loan.

**5.1.2 Negative covenants:**

Except with the prior written consent of the Lender, the Borrower shall not:

- (a) Create any other charge/encumbrance on the Security, without prior written consent of the Lender. For the purpose of this clause, the term encumbrance shall include mortgage, pledge, charge, privilege and priorities of any kind whatsoever;
- (b) Effect any change in its composition and business capital;
- (c) Diversify or change the line of business;
- (d) Undertake any expansion or make any capital expenditure other than those estimated/projected;
- (e) Enter into borrowing arrangements either on secured or unsecured basis with any other person/bank/financial institution other than the Lender;
- (f) Enter into any contractual obligations of a long-term nature affecting the Borrower financially to a significant extent;
- (g) Use the Borrower's funds towards unrelated activity or invest the Borrower's funds in shares, debentures, deposits or other instrument of any entity;
- (h) Encumber or dispose off any of the assets owned and held by the Borrower.

5.2 Notwithstanding what has been stated herein or elsewhere, the Lender shall have the right to review the Loan and/or any of the terms and conditions of this Agreement and/or any of the Transaction Documents at such intervals as the Lender may deem fit in its absolute discretion.

**6. BORROWER'S REPRESENTATIONS AND WARRANTIES**

6.1 Save and except to the extent already disclosed under this Agreement, the Borrower hereby represents, warrants and undertakes as follows:

- (a) All information furnished by the Borrower to the Lender from time to time, is true and correct and shall be deemed to form part of the representations and warranties on the basis of which the Lender has agreed to provide the said Loan. The Borrower shall notify in writing to the Lender of any circumstances affecting the correctness of any of the particulars provided by the Borrower to the Lender, immediately on the happening or occurrence of such circumstance.
- (b) There is no litigation/proceedings pending against the Borrower and the Borrower is not at present aware of any facts likely to give rise to such litigation/proceedings or to material claims.
- (c) The execution of this Agreement has been and the execution of the Transaction Documents will be validly authorized and the obligations expressed as being assumed by the Borrower hereunder and under the Transaction Documents by the Borrower constitute and will constitute valid legal and binding obligations of the Borrower enforceable against the Borrower in accordance with their terms.
- (d) Neither the execution and delivery hereof and of the Transaction Documents by the Borrower nor the performance or observance of any of obligations of the Borrower thereunder shall:
  - i. conflict with or result in any breach of law, statute, rule, order, trust, agreement or other instrument, arrangement, obligation or duty by which the Borrower is bound; or
  - ii. cause any limitation on any of the powers whatsoever of the Borrower however imposed.
- (e) The Borrower has all the requisite legal power and authority to execute this Agreement and to carry out the terms, conditions and provisions, hereof, and to carry out the terms, conditions and provisions and the execution and delivery of this Agreement by the Borrower has been duly authorized by all requisite action, and will not contravene any provision of, or constitute a default under, any other arrangement or instrument to which it is a part or by which it or its property may be bound.
- (f) The Borrower hereby declares that all the Security shall at all times be subject to the charge or charges in favour of the Bank and the Borrower confirms that it has not created nor shall create any other charge, trust, pledge, lien, claim or encumbrances whatsoever on the same in favour of any person.
- (g) There are no mortgages, charges, lis pendens or liens or other encumbrances or any right of way, light or water or other easements or right of support on the Security or any charge or encumbrance whatsoever on the Security.
- (h) The Borrower is not in default under any law, rule, regulation, order, mortgage, trust, instrument, agreement or other instrument, arrangement, obligation or duty by which the Borrower is bound.
- (i) The Borrower and its related party is of good financial standing and in a position to meet its ongoing obligations and has not been served with (or threatened with) a notice of insolvency or bankruptcy.
- (j) The Borrower has been provided with a copy of and has read and understood the Bank's policies and has undertaken to abide by the same.

(k) Neither the Borrower nor any of its partners (as applicable) have been included in any list of defaulters by any regulatory/statutory authority and/or banks and/or financial institutions and/or non-banking financial companies etc.

(l) The Borrower has obtained the necessary permissions, sanctions, approvals and consents for carrying on its business. The said permissions, approvals and consents are in force and subsisting and the Borrower undertakes to strictly comply with all such permissions.

(m) No Event of Default (as defined hereinafter) or potential Event of Default has occurred and/or is in existence or continuing.

(n) The Borrower has furnished to the Lender, its latest audited Balance Sheet and bank statements. The financial position of the Borrower has not been affected by losses or other material changes, thereafter.

(o) The Borrower undertakes to the Lender that the Borrower shall make arrangements satisfactory to the Lender for meeting shortfall, if any, in the resources of the Borrower for repayment of the said Loan.

6.2 The Borrower shall be deemed to repeat the representations and warranties contained in this clause on each day until the date of repayment of the entire amount due hereunder.

6.3 The Borrower does hereby agree, undertake, record, declare, admit, assure, promise, acknowledge and confirm to abide by, accept, satisfy, fulfill, carry out, perform and comply fully with all the terms, conditions, requirements, sanctions, provisions and stipulations or any amendments or modifications therein made or to be made by the Bank at any time or from time to time in its discretion concerning any of the Loan limits or accounts without any reference, notice or intimation by the Bank in that behalf.

6.4 It is agreed by the Borrower, that without prejudice to any rights of the Bank, all acts/ steps as are necessary for the Bank to take in order to monitor the Loan and utilization thereof and/or the obligations of the Borrower and /or the Borrower's compliance with the terms thereof and / or to recover amounts due to the Bank or any part or portion thereof, shall and/or may be carried out by and / or through such other person (including a company, a firm or body corporate) as may from time to time be appointed by the Bank in respect thereof and that the Bank will at all times be entitled to share with any such other person that may thus be appointed by the Bank, all documents, statements of accounts and other information of whatsoever nature pertaining to the Borrower and/or the said Loan. Further, the Borrower expressly recognizes and accepts that the Bank shall, without prejudice to its rights to perform such activities either itself or through its officers or servants, be absolutely entitled and have full power and authority to appoint one or more third parties of the Bank's choice and to transfer or delegate to such third parties, the right and authority to collect on behalf of the Bank, all unpaid amounts and to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto including receiving the amounts due, and generally performing all lawful acts as the third party may consider appropriate for such purposes.

## 7. INSPECTION AND DISCLOSURE OF INFORMATION

### 7.1 Inspection

7.1.1 As from the date of this Agreement and so long as any amount under the Loan remains outstanding, the Borrower shall permit the Lender and its authorized representatives to carry out periodical inspection or examine the books of accounts of the Borrower and to have its offices/ assets inspected from time to time by the officers of the Lender and/or independent consultant and to carry out technical and legal inspections. Any such representatives of the Lender shall after giving a reasonable notice to the Borrower, have access to any part of the Borrower's premises, godowns, places and to its records, registers and accounts and shall receive full co-operation and assistance from the Borrower and its employees. The cost of such inspection, shall be borne and paid by the Borrower on demand and until payment, the same shall carry interest at the same rate as on defaulted installments in respect of the said Loan.

### 7.2 Disclosure of information

7.2.1 The Borrower consents to disclosure by the Lender of information and data relating to the Borrower, the said Loan, the obligations assumed or to be assumed by the Borrower in relation to the said Loan and default, if any, committed by the Borrower in discharge thereof and accordingly:

(a) agrees and consents to the disclosure by the Lender of all or any such information and data relating to it, the said Loan, and default, if any, committed by it in discharge of such obligations as the Lender may deem appropriate and necessary to disclose and furnish to Reserve Bank of India ("RBI") and to the Credit Information Bureau (India) Ltd. ("CIBIL") and any other agency authorized in this behalf by the RBI;

(b) declares that the information and data furnished by it to the Lender is true and correct as of the date such information and data was provided to the Lender or, where such information and data relate to a specific date or period, on such date or in respect of such period;

(c) undertakes that RBI, CIBIL and any other agency so authorized may use and process the said information and data disclosed by the Lender in the manner as deemed fit by them and 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 RBI in this behalf.

## 8. CROSS COLLATERALISATION

Any security(ies) furnished by the Borrower, under any other agreement entered into or to be entered into with the Lender, shall be deemed to be the security(ies) under this Agreement and shall not be discharged till such time all the loan(s) are fully discharged to the satisfaction of the Lender. The Borrower expressly agrees and accepts that in the event of any default being committed by the Borrower under any other agreement with the Lender, under which the Borrower is enjoying financial credit facility, such event, shall be considered as an event of default occurred under this Agreement and the Lender, shall be absolutely entitled to exercise all or any of its rights under

this Agreement including right to set off in respect of any amount standing to the credit of the Borrower in any/all of the loans/facility (ies) availed/to be availed from the Lender.

## 9. EVENTS OF DEFAULT

9.1 Notwithstanding anything contained herein or in any Transaction Documents executed by / to be executed by the Borrower in the Lender's favour, the Lender shall at its option declare the said Loan and all of the obligations of the Borrower to the Lender hereunder, immediately due and payable, after giving a notice of 7 (seven) days to the Borrower, irrespective of any agreed maturity, upon the happening of any of the following events ("Events of Default"). In any of the following Events of Default, the Borrower shall be entitled to demand payment of the entire amount then outstanding in respect of the said Loan, as if the period for repayment has expired and shall also be entitled, on failure to pay the interest at the end of each month to debit it to the Borrower's accounts and capitalize the amount of such interest as if such amount was a fresh loan advanced by the Bank to the Borrower and shall be entitled to charge like interest thereon, in addition to charging penal/additional interest at the rate mentioned in the Schedule hereunder written from the date of default to the date of payment of entire overdue amount with interest.

The following event/s, either singly or together shall constitute an Event of Default, that is to say:

9.1.1 Default in payment by the Borrower of any installment/s of principal amount, Interest, commission, service charges, expenses or any other monies due and payable and/or any amount due under this Agreement, on demand by the Lender;

9.1.2 Any representation or information given by the Borrower in terms of the Agreement, the Transaction Documents or as may be called upon by the Lender and any representations or statements, made or deemed to be made, or any undertaking(s) given by the Borrower are found to be misleading, incorrect or false, materially affecting the continuation of the Loan or the Borrower commits or threatens to commit any breach or repudiates or threatens to repudiate or there is default in performance of any other covenant, condition or stipulation on the part of the Borrower under this Agreement or any Transaction Documents;

9.1.3 Non-submission by the Borrower of any documents or information as may be reasonably called upon by the Lender to assess and determine that the Borrower is sound and its operations are conducive to the interest of the Borrower or its creditors;

9.1.4 Any proceeding or imminent threat of proceeding initiated against the Borrower, by any party under laws of insolvency or under any other statutory provision(s) or law(s) applicable to the Borrower which may lead to its declaration as insolvent or bankrupt;

9.1.5 If the Borrower creates or attempts to create any encumbrance/ charge over the Security created in favour of the Lender, without written permission of the Lender;

9.1.6 If there is any deterioration or impairment of the Security or any part thereof or any decline in the value or market price thereof (whether actual or reasonably anticipated), or any event occurs which causes or may in the opinion of the Bank cause the Security or any part thereof to become unsatisfactory as to character or value;

9.1.7 If an attachment or distraint is levied on the mortgaged / charged properties/Security/or any part thereof and/or court proceedings are taken or commenced for recovery of dues from the Borrower;

9.1.8 The Borrower is or becomes unable to pay its debts or the Borrower is, in the opinion of the Lender, threatened with takeover by any other entity, individual or group of individuals;

9.1.9 If any attachment, distress, execution or other process is enforced, initiated or levied upon the Borrower or its properties or a receiver is appointed in respect any property /assets of the Borrower;

9.1.10 If there is a failure in business, commission of an act of bankruptcy, general assignment for the benefit of creditors, if the Borrower suspends payment to any creditors or threatens to do so, any petition in bankruptcy of by, or against the Borrower is filed;

9.1.11 If any Governmental or other license, approval, authorization, consent or exception, required to enable the Borrower to perform any of its obligations under this Agreement, is withdrawn or modified or if it becomes unlawful for the Borrower to perform any of its obligations under this Agreement, or if the management of the undertaking or the business of the Borrower is taken over or the Borrower suspends or ceases to carry on all or a material part of its business;

9.1.12 If the Borrower opts to discontinue his/their profession or close down his/their business/trade for any reason whatsoever;

9.1.13 If there is a material adverse effect on the Borrower's business operations or constitution or in its future business prospects, either on account of threatened, potential or actual, material disputes, litigation or legal process, change in regulatory or other financial provisions, alienation of its properties or assets by any means, imposition of any administrative or investigative actions by statutory or other regulatory authorities;

9.1.14 A moratorium, standstill, or similar suspension of payments in respect of the indebtedness, whether internal or external, of the Borrower, has been or may in the reasonably foreseeable future be declared by the government, RBI or any other governmental agency of the Borrower or the Lender;

### 9.1.15 Cross Default

9.1.16 (a) If the Borrower defaults or threatens to default in discharging its liability, under any other agreement or other writing between the Borrower and the Lender, or under any other agreement with the other creditors, or in the performance of any covenant, term or undertaking thereunder, or

(b) If the Borrower suspends or threatens to suspend any payment to any creditor when due or any creditor of the Borrower becomes entitled to declare any sums due and payable prior to the date on which it would otherwise have become due, or



(c) any financial indebtedness including any money borrowed or raised, receivables sold or discounted or any other transaction entered into by the Borrower having the commercial effect of borrowing or any guarantee or indemnity given by the Borrower (hereinafter together collectively referred to as "financial indebtedness") is/are not paid when due nor within any originally applicable grace period; or

(e) any commitment for any financial indebtedness of the Borrower is cancelled or suspended by a creditor as a result of an event of default (howsoever described);

If the financial institutions and/or banks with whom the Borrower has entered into or shall be entering into agreements for financial assistance have refused to disburse the moneys or any part thereof, or have recalled the same under their respective

9.1.17 agreements with the Borrower, or there is any deterioration in the Borrower's credit rating;

9.1.18 The Borrower causes to undertake any action, event or step, which directly or indirectly, causes any change in the representations and warranties made by the Borrower under this Agreement or any other Transaction Documents without the prior written approval of the Lender, or there are any circumstances which in the sole judgment of the Lender are prejudicial to the interest of the Lender;

9.1.19 If the Borrower dissolves or ceases or threatens to discontinue or carry on its business;

9.1.20 If the Borrower commits a breach of or default under any of the Transaction Documents;

9.1.21 If the Borrower fails to comply with any of the conditions and/or covenants stipulated in this Agreement;

9.1.22 If the Borrower fails to create the Security or give Post Dated Cheques/ECS/ SI/ NACH or submit additional documents to the Lender as provided herein;

9.1.23 If the Borrower fails to sign and execute such documents, papers, writing or such additional documents, papers or writing as required and called upon within 10 days from the date of intimation by the Lender during the tenure of this Agreement, till the time all amounts hereunder are repaid to the satisfaction of the Lender;

9.1.24 If any circumstance or event occurs which in the opinion of the Lender is prejudicial to or impairs or imperils or jeopardises or is likely to prejudice, impair, imperil, or jeopardise or adversely affect in any manner, the ability/ capacity of the Borrower to perform or comply with its obligations hereunder to repay the Loan;

9.1.25 Any change taking place in the ownership or control of the Borrower whereby the effective beneficial ownership or control of the Borrower will change or any material change in the management of the business of the Borrower;

9.1.26 If the Loan amount or any part thereof is utilized for any purpose other than the Purpose for which it is sanctioned by the Lender;

9.1.27 If any extra-ordinary circumstances shall have occurred, which shall make it impossible for the Borrower to fulfill any of its obligations hereunder.

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

**9.2 Consequences of default**

9.2.1 The Borrower agrees and acknowledges that the following consequences shall forthwith ensue upon the occurrence of an Event of Default:

(a) Repayment of the Loan shall be accelerated and all amounts due including the entire amount of the Loan outstanding and all accrued Interest due thereon, irrespective of schedule of repayment shall become forthwith payable by the Borrower to the Lender and the Security created in favour of the Lender shall become forthwith enforceable in accordance with the terms of this Agreement and the Transaction Documents and nothing herein contained shall be deemed to affect or prejudice the rights or powers of the Lender to demand repayment of the Loan and all monies due and payable by the Borrower under this Agreement;

(b) In addition to the above, the Lender shall be entitled to adopt criminal and/ or civil proceedings against the Borrower, including but not limited to for dishonour of cheques under Section 138 of the Negotiable Instruments Act.

(c) The Lender shall be entitled, without any prior or further notice to disclose to the Reserve Bank of India, Credit Information Bureau (India) Ltd. or any other authority or any other third person, the name/identity of the Borrower and the fact of the Borrower having committed the act of default with full details thereof.

(d) The Lender shall be entitled to sell and dispose of the Security and appropriate the proceeds thereof. The Borrower shall not raise any objection to the regularity of any sale or other disposition made by the Lender.

Nothing herein contained shall prejudice any other security, present or future or any right or remedy available to the Bank against the Borrower, their partners or other persons liable to pay or contribute towards the recovery of the moneys due by the Borrower to the Bank hereunder.

**10. ATTORNEY**

10.1.1 For all or any of the aforesaid purposes, on the occurrence of an Event of Default, the Borrower hereby irrevocably appoints the Lender as its attorney or attorneys, and in the name and on behalf of the Borrower, to execute and do all acts, deeds and things which the Borrower is authorised to execute and do under the covenants and provisions herein contained and generally to use the name of the Borrower in the exercise of all or any of the powers under this Agreement and the Transaction Documents or by law conferred upon the Lender and also to execute on behalf of the Borrower at the cost of the Borrower, the powers hereunder or by law conferred on the Lender and also to execute on behalf of the Borrower at the cost of the

Borrower, such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove.

10.1.2 The Borrower covenants with the Lender to ratify and confirm all acts or things made, done or executed by any attorney as contemplated by clause 10.1.1 above.

**11. BANKERS' LIEN / SET OFF /RIGHT TO DEBIT**

11.1 The rights, powers and remedies given to the Lender by this Agreement shall be in addition to all rights, powers and remedies given to the Lender by virtue of any other security, statute or rule of law. The Lender may exercise a banker's lien or right of set-off against all monies and other property of the Borrower and documents now or hereafter in the possession of or on deposit with the Lender, whether held in a general or special account or deposit, or for safe keeping or otherwise; and every such lien and right of set off may be exercised without demand upon or notice to the Borrower with respect to any obligation of the Borrower to the Lender in the same manner as if the obligation were unsecured and shall have a lien on all property / credit balance in any other account of the Borrower or securities of the Borrower in the Lender's possession or custody whether for safe-keeping or otherwise. If upon demand by the Lender, the amounts due under the Loan are not repaid within the prescribed time, then credit balance in any account of the Borrower may be adjusted towards the amounts due. In case of any deficit, the deficit amount may be recovered by the Lender from the Borrower.

11.2 The Bank shall be entitled at any time and from time to time without any notice, reference or intimation to the Borrower and without the Borrower's consent to adjust, appropriate or set off any credit balance or any part thereof due or to become due to the Borrower in any of Borrower's current, savings, term deposit or any deposit account or any

11.3 Account whatsoever at any of the Bank's branches in the Borrower's name with or without joint names of any other persons or before or after the maturity dates thereof towards satisfaction or part satisfaction of outstanding dues. Notwithstanding the Bank's decision / action / policy, if any, to reverse any debit entry or not to debit interest or not to make any debit entry in Bank's books or in ledger account or in statement of account or any account, for any period whatsoever, the Borrower shall be bound and liable to pay jointly and severally to the Bank, the entire outstanding, debit balance and compound interest thereon with monthly rests till the date of realization, recovery or collection by the Bank of all such amounts plus interest, penal interest, interest tax, additional interest, liquidated damages, commission, costs, charges and expenses at such rates as may be prevailing or fixed or to be fixed by the Bank from time to time without any reference, notice or intimation by the Bank at any time whatsoever.

11.4 The Security created hereunder or under any other credit facilities provided by the Lender to the Borrower under any other agreements shall continue to secure the deficit without prejudice to the right of the Lender to demand immediate repayment of the amounts due from time to time under the Loan in terms of this Agreement. If any Interest remains unpaid on the date it is due and payable then all the unpaid Interest on the due date, at the option of the Lender shall be debited on the due date from the account of the Borrower at any of its branches in India.

**12. INDEMNITY**

The Borrower undertakes to indemnify and keep the Lender and its officers/employees fully indemnified and harmless, from and against all the consequences of breach of any of the terms, conditions, 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 and also any and all loss, damage or other consequences which may arise or result from giving the Loan to the Borrower or performing any service to the Borrower thereunder (hereinafter referred to as "Claims"), faced, suffered or incurred by the Lender. The Borrower hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts and omissions on the part of the warranties and/or representations of the Borrower. Similarly, in the event of any Claims being made on the Lender, on account of any breach of warranty, representation, non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made by Borrower or its employees, agents, being false, the Borrower undertakes to pay on first demand made by the Lender of any amount on this account without any demur, reservation, contest, protest whatsoever within seven working days of the demand being made.

**13. CANCELLATION AND TERMINATION**

The Lender may, in its sole discretion cancel and terminate the Loan and recall the entire amount due, without any prior intimation to the Borrower, if in the opinion of the Lender, any Event of Default has occurred or is likely to occur, or if it becomes unlawful for the Lender to disburse or continue the Loan to the Borrower or if it becomes unlawful for the Borrower to comply with any of its obligations under any of the Transaction Documents or if the Security created in favour of the Lender is insufficient to cover the outstanding Loan amount. The disbursement having been made by the Lender, the Borrower shall not be entitled to cancel and/or terminate this Agreement.

As regards the Borrower, this Agreement shall be in full force and effect and shall not be terminated till the Loan account is closed and all outstanding thereon satisfied in full, nor shall it be treated as merged into, or modified or altered due to execution of any other documents hereafter.

**14. LENDER'S RIGHT TO ASSIGN**

The Borrower shall not assign or transfer any of its rights, duties or obligations under this Agreement except with the prior written permission of the Lender. The Borrower expressly recognizes and accepts that the Lender shall be absolutely entitled and shall have full power and authority to sell, assign or transfer by novation or otherwise, in any manner, in whole or in part this Agreement/Transaction Documents, and in such manner and on such terms as the Lender may decide, (including reserving a right to the Lender

to retain its power thereunder to proceed against the Borrower on behalf of the purchaser, assignee or transferee) and any or all outstanding dues of the Borrower to any third party of the Lender's choice without any further reference or intimation to the Borrower. Any such action and any such sale, assignment or transfer shall bind the Borrower to accept such third party as creditor exclusively or as a joint creditor with the Lender as the case may be.

15. WAIVER

15.1 No implied waiver or impairment

15.1.1 No delay or omission of the Lender in exercising any right, power or remedy accruing to the Lender upon any default hereunder or under any Transaction Documents shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Lender in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Lender in respect of any other defaults, nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights and remedies of the Lender herein provided are cumulative and not exclusive of any rights or remedies provided by law, in equity, or in any of the other documents.

15.2 Express Waiver

15.2.1 A waiver or consent granted by the Lender under this Agreement will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

16. AMENDMENT

The Lender shall have the right to withdraw/modify all/any of the sanction conditions or stipulate fresh conditions under intimation to the Borrower. This Agreement and any other documents referred to herein, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings in respect of the subject matter hereof, except for those provisions of the sanction letters, agreements, security documents (if any) issued or executed prior to this Agreement which are in addition to and complement to, and are not the same or in conflict with, the terms of this Agreement.

17. RECORDS

The Lender has a right to hold all the Transaction Documents and any other information exchanged between the Lender and the Borrower under this Agreement even after expiry or termination of this Agreement or for such period as may be specified from time to time for fulfilling any regulatory / internal policy obligations/ guidelines including Anti-Money Laundering related requirements.

18. NOTICES

Any demand or notice to be made or given to the Borrower may be made or given by leaving the same at or posting the same by post in an envelope under certificate of posting addressed to the Borrower at their place of business, residence or office and every such demand or notice shall be deemed to be received as the case may be at the time at which it is left or at the time at which it should have been delivered in the ordinary course of post.

19. HEADINGS

The headings of the clauses are inserted for convenience of reference only and shall not be deemed to affect the construction of the provisions of this Agreement.

20. PROVISIONS SEVERABLE

Every provision contained in this Agreement shall be severable and distinct

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

21. GOVERNING LAW & JURISDICTION

This Agreement and the Transaction Documents shall be governed by the laws of India. The Parties hereto expressly agree that all disputes arising out of and/or relating to the Loan, the Security, this Agreement and the other Transaction Documents shall be subject to the exclusive jurisdiction of the courts and tribunals of the city/place in which the branch of the Bank from where the disbursement has been made is situated, provided that the exclusivity aforesaid shall bind the Borrower and the Bank shall be entitled to pursue the same in any other court and/or tribunal of competent jurisdiction at any other place. The Bank shall be entitled to refer the dispute to the Debts Recovery Tribunal under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 and shall also be entitled to enforce the Security under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act), where applicable.

The Borrower hereby confirms that where the applicable jurisdiction is not the Debt Recovery Tribunal under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993, in such event, the disputes, differences, claims between the Parties hereto arising out of this Agreement, the same shall be referred to the sole arbitrator duly appointed by the Bank. The arbitration shall be held in accordance with the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof. The arbitration shall be conducted either at Mumbai or Delhi only. The language to be used in the arbitral proceedings shall be English. The arbitration award shall be final and binding on all of the Parties.

22. RELATIONSHIP

The relationship between the Lender and the Borrower as lender and borrower shall commence from the date of this Agreement and subsist until all monies due and payable by the Borrower to the Lender under this Agreement and in all other documents pursuant hereto shall have been fully paid to and received by the Lender.

All rights and powers conferred on the Lender by this Agreement shall be in addition and supplemental to any rights the Lender has as a creditor against the Borrower under any law for the time being in force and shall not be in derogation thereof.

23. STAMP DUTY

The Borrower alone shall be responsible for and shall bear and pay the stamp duty and registration charges, if any, on all the Transaction Documents including this Agreement.

24. INCONSISTENCY

This Agreement shall always be read with the Schedule hereunder written, Sanction Letter and all other agreements and documents executed or to be executed by the Parties hereto and interpreted accordingly. It is expressly agreed that the other Transaction Documents shall be read as part and parcel of this Agreement and all such covenants, stipulations and obligations as are required to be performed or observed by the Borrower in pursuance of the other Transaction Documents and all such powers and rights as are conferred upon the Lender thereunder shall be deemed to be set out, required or conferred by this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the day, month and year first hereinabove written.

SCHEDULE – FACT SHEET

Sr. No.	Particulars	Details	
1.	Place of Agreement		
2.	Date of Agreement		
3.	Name of the Borrower		
4.	Name of the Co-borrower/s		
5.	Pan No. of the Borrower/Co-borrower	a)	Borrower-
		b)	Co-borrower -
6.	Address of the Borrower and for the purpose of service of Notices		
7.	Address of the Co-borrower and for the purpose of service of Notices		
8.	Address of the Branch Office of RBL Bank Ltd. and for the purpose of service of Notices		
9.	Type of Loan	Term Loan	



Sr. No.	Particulars		Details	
10.	Loan Amount and Number of Tranches			
11.	Nature of Business/Profession			
12.	Purpose of Loan			
13.	Date and details of Sanction Letter			
14.	Tenure of the Loan			
15.	Interest type (fixed or floating)#		Fixed	
	(a)	Interest chargeable# (In case of Floating Rate Loans)	(a)	Not Applicable
	(b)	Interest chargeable# (In case of Fixed Rate Loans)	(b)	.....% p.a.
16.	Date of reset of interest		Not Applicable	
17.	Mode of communication of changes in interest rates		Bank Website/Letter/Email sent to the address of correspondence/Email ID as updated in bank records.	
18.	Fees payable*			
	a	On application	a)	Processing Fee .....% of loan amount at the time of disbursal (if applicable)
			b)	Documentation Fees- Rs..... (if applicable)
			c)	Inspection Fees- Rs..... (if applicable)
			d)	Stamp Duty on Agreement- as per actuals
	b	During the term of the Loan	a)	Duplicate Interest And Principal Certificate - Rs.250
			b)	Cheque swapping charges - Rs.250
			c)	Bounce Cheque charges - Rs.250
			d)	CIBIL Report charges - Rs.50
			e)	Duplicate no due certificate / NOC- Rs.250
	c	On foreclosure/ pre-payment	3% of principal outstanding (1% of principal outstanding for women loans)	
	d	Fees refundable if Loan not sanctioned/disbursed	Not applicable	
	e	Conversion charges for switching from floating to fixed interest and vice-versa	Not applicable	
	f	Penalty for delayed payments/ Additional Interest	2% additional interest per month on overdue EMI amount	
	g	Other Charges	As provided in the Sanction Letter	
19.	Other Conditions			
20.	Disbursal Instalments (if applicable)			

Sr. No.	Particulars	Details
21.	Security	
	(a) Details of Security offered	
	(b) Security Document executed/to be executed in respect of the Security	
22.	Maximum part prepayment allowed	No part pre-payment charge upto 15% of outstanding principal in one year. Part pre-payment above 15% of outstanding will be charged at 2% of amount paid
23.	EMI payable /Repayment Schedule	
24.	Date of commencement of EMI	
25.	Mode of Repayment	ECS / NACH / SI / PDC
26.	No. of Advance EMI (if applicable)**	
27.	Advance EMI amount (if applicable)**	
28.	Insurance Premium (if applicable)	
29.	Date on which annual outstanding balance statement will be issued	On demand by the Borrower

\* Applicable taxes extra for all fees and charges

\*\* Advance EMI Amount (where applicable) shall be treated as Collateral and shall be adjusted towards payments of the last few installments of the loan or overdue charges where applicable. The Bank shall not pay any interest on the advance installment amount.

*# For loans with tenor upto 3 years the interest rate has been calculated on the basis of the MCLR with maturity equal to the loan tenor.*

SIGNED AND DELIVERED BY

**Individual:**

Mr./Ms. \_\_\_\_\_

the **Borrower** within-named

**Partnership Firm:**

Mr./Ms. \_\_\_\_\_

Mr./Ms. \_\_\_\_\_

Mr./Ms. \_\_\_\_\_

All partners of M/s. \_\_\_\_\_

the **Borrower** within-named

**Sole Proprietary Firm:**

Mr./Ms. \_\_\_\_\_

Sole Proprietor/Proprietress of M/s. \_\_\_\_\_

the **Borrower** within-named

SIGNED AND DELIVERED BY

the within-named Lender

RBL Bank Ltd., by the hands of

\_\_\_\_\_ &

Authorized Signatories

## DEMAND PROMISSORY NOTE

(IN CASE OF INDIVIDUAL/ SOLE PROPRIETORSHIP FIRM/ PARTNERSHIP FIRM)

ON DEMAND, I/ We, \_\_\_\_\_,  
jointly and severally promise to pay RBL Bank Limited or order, the sum of Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_ only) in consideration  
of full value received together with interest at \_\_\_\_\_% p. a. with monthly/ quarterly rests or such other rate  
as the Bank may fix from time to time, in relation to the Marginal Cost of Funds Based Lending Rate (MCLR),  
from the date hereof till the date of payment.

Presentment for payment and noting and protest of this note are hereby unconditionally waived.

Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

Name and Signature of Borrower \_\_\_\_\_

Name and Signature of Co- borrower(s) \_\_\_\_\_

Place : \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Revenue  
Stamp of  
Re.1/- to be  
affixed

(Signature across Revenue Stamp by Borrower &  
Co-borrower(s))



**BLANK**

## DISBURSAL REQUEST FORM

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

To,  
Branch Manager,  
RBL Bank Limited

\_\_\_\_ Branch

Loan Application Number	Name of Applicant	Name of Co-Applicant	Preferred Mode of Disbursement (Cheque/RTGS/NEFT)

### Re: Request for disbursement of Loan

I/we request you to disburse my loan that was sanctioned by RBL Bank Limited vide Sanction Letter dated \_\_\_\_ as per the details given below. I have agreed for deducting necessary charges/fee of Rs. \_\_\_\_/- from my loan amount and request you to disburse the remaining balance vide a DD / Cheque as follows:

### Disbursement through Cheque:

Favor of	Bank	A/c No.	Payable at	Amount

### Disbursement through RTGS & NEFT:

Customer Name	
Beneficiary Name	
Beneficiary Account Number	
Bank Name	
Bank Address	
Amount	
IFSC Code	
MICR Code	
Account Type	

I/We agree that I/we have submitted the following self-attested documents (ticked below) to the Bank representative:

- Accepted copy of Sanction Letter
- Loan Agreement
- Please mention other documents, if any

Further, I/We confirm that we have submitted \_\_\_\_ Post Dated Cheques with RBL Bank or I/We have given Standing Instructions (Strike off the option which is not applicable) for repayment of abovementioned loan as per the terms and conditions laid out in the Loan Agreement.

*(Strike off the option which is not applicable)*

Name of the Applicant \_\_\_\_\_ Signature \_\_\_\_\_

Name of the Co- Applicant \_\_\_\_\_ Signature \_\_\_\_\_

Name of the Co- Applicant \_\_\_\_\_ Signature \_\_\_\_\_

**BLANK**



## POST DATED CHEQUES SUBMISSION FORM

To,  
The Manager  
RBL Bank Ltd.

\_\_\_\_\_ Branch

Dear Sir / Madam,

**Sub: PDCs in Loan Application No** \_\_\_\_\_

I / We \_\_\_\_\_, thank you for your Loan offer vide Letter bearing Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ and would like to request for disbursal of the loan at the earliest. The following crossed A/c Payee **Post Dated Cheques (PDCs) are hereby** handed over to \_\_\_\_\_, your authorized representative, in favor of **"RBL BANK LTD"** as per the details below.

Sr. No.	Cheque Numbers		Date		No. of cheques	Name of the Bank & Branch	EMI/Pre-EMI/ Security	Amount
	From	To	From	To				
1								
2								
3								
4								
5								
6								

Name of the Customer \_\_\_\_\_

Signature of the Customer \_\_\_\_\_

Date: \_\_\_\_\_

Name of the Branch official \_\_\_\_\_

Authorized Signatory for Branch official \_\_\_\_\_

Date: \_\_\_\_\_

**BLANK**

# DECLARATION CUM UNDERTAKING BY THE MORTGAGOR

I, /We, Mr./Ms. \_\_\_\_\_, \*\* Partner(s) and Authorized Representative (hereinafter referred to as the "Depositor" which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include his/her heirs, executors and administrators as the case may be) of M/s. \_\_\_\_\_

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932 and having its principal office at \_\_\_\_\_

\_\_\_\_\_, (hereinafter referred to as the "Mortgagor", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its partners for the time being, the surviving partners, the heirs, executors and administrators of the partners)

**[To be used in case the Mortgagor is a partnership firm]**

**OR**

Mr. /Ms. \_\_\_\_\_, \*\* <<Designation>> and Authorized Representative (hereinafter referred to as the "Depositor" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators as the case may be) duly authorized by the Proprietor/Proprietress of M/s. \_\_\_\_\_

having its office at \_\_\_\_\_, (hereinafter referred to as the "Mortgagor", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include the Sole Proprietor/Proprietress and his/her heirs, executors and administrators) **[To be used in case the Mortgagor is a proprietorship concern]**

**OR**

Mr. /Ms. \_\_\_\_\_, (hereinafter referred to as the "Depositor" which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include his/her heirs, executors and administrators as the case may be) being the Sole Proprietor/Proprietress of M/s. \_\_\_\_\_

\_\_\_\_\_, a sole proprietorship firm, having its office at \_\_\_\_\_, (hereinafter referred to as the "Mortgagor", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include the Sole Proprietor/Proprietress and his/her heirs, executors and administrators) **[To be used in case the Proprietor/Proprietress himself/herself are executing]**

**OR**

\*\*Mr./Ms. \_\_\_\_\_, an adult Indian inhabitant, residing at \_\_\_\_\_, (hereinafter referred to as the "Mortgagor" or "Depositor" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators)

**[To be used in case the Mortgagor is an individual]**

[Bank to add all the names of the signatories to the respective Deed]

(In case of more than one Mortgagor, all the Mortgagors shall be collectively referred to as "Mortgagor(s)").

do hereby declare / state as under:

1. That Mr. /Ms. \_\_\_\_\_

\_\_\_\_\_, duly authorized by the Mortgagor had deposited the Title Deeds (as defined hereinafter) pertaining to the Immovable Properties (as defined hereinafter) for the purposes of creating a mortgage by the deposit of title deeds. Accordingly, the Depositor is making this declaration on behalf of and in its capacity as the [owner of the Immovable Property / Attorney of the Mortgagor/ Authorised Signatory of the Mortgagor/ Partner of the Mortgagor] (as the case may be) and the Depositor is duly authorized to make this Declaration for and on behalf of the Mortgagor by authorization dated \_\_\_\_\_ and the Depositor states that the said authorization has not been rescinded or modified and is in full force and effect. The Depositor declares that this Declaration creates a legal binding obligation on the Mortgagor.

2. That RBL BANK LIMITED, a company incorporated under the Indian Companies Act, 1913 and an existing Company within the

purview of the Companies Act, 2013 and registered with the Reserve Bank of India as a Scheduled Commercial Bank and having its registered office at RBL Bank Ltd., 1st Lane, Shahupuri, Kolhapur - 416 001, Maharashtra, India, its Mumbai controlling office at 6th Floor, Tower 2B, One Indiabulls Centre, 841, S.B. Marg, Lower Parel (West), Mumbai-400013 and branch office at \_\_\_\_\_

(hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest, assigns and holding or subsidiary company / ies), has granted / agreed to grant various facilities to \_\_\_\_\_

\_\_\_\_\_, (hereinafter referred to as the "Borrower") vide Agreement dated \_\_\_\_\_ (hereinafter referred to as "Agreement"), entered into between the Bank and the Borrower.

3. That the Mortgagor is absolutely seized and possessed of and otherwise well and sufficiently entitled to the immovable properties as described in the First Schedule hereunder written (hereinafter collectively referred to as "Immovable Property(ies)" or "Properties"). The documents of title, deeds and writings more particularly described in the Second Schedule hereunder written (hereinafter called the "said Title Deeds") have been deposited with the Bank for securing the credit facilities sanctioned by the Bank as set out in the Third Schedule to the Borrower.

4. That the said Title Deeds are the only documents of title pertaining to the Immovable Property. In the event the Depositor comes across or is made aware of any other document of title in the future, the Depositor shall forthwith deposit the same with the Bank.

5. That in consideration of the said credit facilities granted /agreed to be granted by the Bank to the Borrower, the Mortgagor has agreed to create security in favour of the Bank by creating an equitable mortgage by deposit of Title Deeds of the said Immoveable Properties to secure the due repayment to the Bank of all outstanding amounts under the said credit facilities including interest, fees, costs, charges and expenses and all other amounts payable by the Borrower to the Bank.

6. That save and except for the respective Mortgagor, no other person or persons have any share, title, right or interest of any nature whatsoever in the Immovable Properties and the Depositor has full right and absolute authority to mortgage and transfer the said Immovable Properties in favour of the Bank, on behalf of the Mortgagor.

7. That there is no prohibitory order either from the Income Tax authority or from any revenue authority or any other statutory authority restraining the mortgage and/or transfer of the said Immovable Properties.

8. That the Mortgagor has fully discharged all taxes, rents, royalties, revenues etc. in respect of the said Immovable Properties till the date of this Declaration and there are no attachments, warrants, written notices that have been served on the Mortgagor with respect to such taxes, rents, royalties, revenues, that will have an adverse bearing on the title, possession and marketability of the Immoveable Properties and the Mortgagor shall pay all such taxes, rents, royalties, revenues in respect of Immoveable Property on the due date.

9. That the Mortgagor has good right, full power and absolute authority to mortgage and transfer the said Immovable Properties by the deposit of the original Title Deeds and documents mentioned in the Second Schedule and that neither the Mortgagor nor anyone on his behalf has committed any act, deed, matter or thing whereby the said deposit of the said Title Deeds and the said mortgage can be adversely effected.

10. That the Mortgagor's title to the said Immovable Properties is clear, marketable and free from all encumbrances.

**OR**

That the Mortgagor has, prior to the execution of this Declaration obtained all permissions/approvals that may be required and handed over copies of the same to the Bank and the Mortgagor declares that the Immovable Property is free from all encumbrances.



11. That the Mortgagor has not and shall not encumber or agree to encumber either by way of mortgage, charge, lien (including negative lien), trust, sale, pledge or otherwise alienate howsoever his share, right, title and interest in the said Immovable Properties.

12. That there is no litigation pending in any court in respect of the said Immovable Properties nor there is any lispendens registered nor there are any attachments either before or after the judgment in respect of the same.

13. That the said Immovable Properties have been given on leave and license/lease/for occupation to \_\_\_\_\_

\_\_\_\_\_ and the Immovable Properties have been in use and occupation of the said licensee/lessee/occupier. The Mortgagor undertakes to inform the said licensee/lessee/occupier about the creation of charge by way of mortgage over the Immovable Property in favor of the Bank.

**OR**

That no other person is in custody, possession, occupation of the said Immovable Properties and that no other person is entitled to claim any right, title or interest of whatsoever nature either by way of tenancy, sub-tenancy, license, sub-license, care-taker or in any other manner or any occupational right or interest in the said Immovable Properties and the Mortgagor agrees and undertakes to handover vacant and peaceful possession of the said Immovable Properties in the event of the Bank exercising rights to the same.

14. The Depositor declares that on the basis of the aforesaid statements, assurances and declarations made herein, the Bank has agreed to accept the said Immovable Properties as security by way of deposit of title deeds and documents and Mortgagor hereby undertakes and agrees to indemnify and keep indemnified the Bank and its successors and assigns against all actions, suits, costs, charges, expenses, proceedings and damages that may be suffered and / or incurred by the said transferees, if any, if the statement made hereinabove are found to be untrue and / or false.

15. That, save as disclosed to the Bank, the Mortgagor has not executed and shall not execute any Power of Attorney, without the permission of the Bank, in favour of any person(s) and the Mortgagor has not authorized any person(s) in any manner to deal with the Properties mentioned herein below. The Mortgagor also undertakes and declares that no such Power of Attorney or authority shall be executed/ given in future to any third party till the Properties is/are held as security by the Bank.

16. That in case of a breach of any declaration contained herein, the Mortgagor agrees and undertakes to indemnify the Bank and keep the Bank indemnified against all losses, damages, expenses, costs, charges, actions, suits that may be caused, suffered or incurred by the Bank in this regard. The Mortgagor hereby agrees that all the terms, benefits and rights contained in this declaration shall ensure for the benefit of the Bank, its successors and assigns. The Mortgagor is aware that it is on the faith of this Declaration that Bank has agreed to provide the credit facilities to the Borrower.

17. That in the event of default by the Mortgagor in complying with the provisions of the Agreement and/or contained in the other documents and upon the Bank giving a written notice to enforce the said security on the Immovable Properties, the Mortgagor, its servants, officers and agents shall forthwith vacate / have the said Immovable Properties vacated and hand over vacant possession thereof to the Bank and/or as per the instructions given in the written notice of the Bank.

18. That in case the Borrower defaults in making repayment of the facilities, instalments or other amounts due from the Borrower, in terms of the Agreement, the Bank will have complete liberty to sell, alienate or encumber the said Immovable Properties in any manner whatsoever as the Bank deems fit and the Mortgagor will hand over the entire possession of the said Immovable Properties without any demur or protest and the Bank will have complete liberty to take possession of the said Immovable Properties.

19. That the building plans, commencement certificate and all the requisite permissions pertaining to the said Immovable Properties have been obtained and copies handed over to the Bank and that the construction is as per the approved plans and of a satisfactory and standard quality.

20. That no notice of acquisition or requisition has been issued against or published or received in respect of the said Immovable Properties and no adverse claims have been made against the said Immovable Properties or any part thereof nor have the said Immovable Properties been reserved for any purpose.

21. That the said Immovable Properties are not subject to any inheritance or gift or any other right whatsoever and do not form part of any Trust property.

22. That the Borrower has not entered into any agreement for the sale, transfer or alienation of the said Immovable Properties or any part or parts thereof and that no such mortgage, charge or lien or other encumbrance whatsoever will be created or attachment allowed to be levied on the Immovable Properties or any part or parts thereof in favour of or on behalf of any government or government department or any person, firm, company, body corporate or society or entity whatsoever except with the prior permission of the Bank, so long as the Borrower continues to be indebted to or liable to the Bank on any account in any manner whatsoever.

23. That the Mortgagor has observed and performed and will duly observe and perform all the rules, regulations and bye laws of the society/the association/ other body in respect of the said Immovable Properties and the terms and conditions on which the Immovable Properties have been acquired and the Mortgagor will not do or omit to do anything whereby the security in favour of the Bank may be prejudicially affected in any manner whatsoever.

24. That the said Immovable Properties are insured and that the Mortgagor shall duly pay all insurance premium in respect thereof.

25. The Depositor hereby consents to the Bank disclosing information and data relating to the Depositor and/or the Mortgagor and/or the Borrower or any credit facility availed of or to be availed of by the Borrower, obligations assumed or to be assumed by the Borrower in relation thereto and default, if any, committed by the Borrower in discharge thereof to any third party including but not limited to credit reference agencies, RBI, Income Tax Authorities, credit bureau, credit rating agencies, databanks, other banks, financial institutions or any other government or regulatory authorities, statutory authorities and quasi-judicial authorities. The Depositor hereby further agrees as a pre-condition that, in case the Borrower commits a default in the repayment of the principal interest thereon or any of the agreed instalments on due date(s), the Bank and/or the RBI will have an unqualified right to disclose or publish the Depositor and/or the Mortgagor and/or the Borrower's name or the name of its partner/s or the name/s of the guarantor/s as defaulter/s in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit.

The Bank may disclose to a potential assignee or to any person who has entered into or may enter into contractual relations with the Bank in relation to this Declaration or otherwise, such information about the Borrower, as the Bank may deem appropriate.

26. That whatever statements made hereinabove are true to and have been made on my/our own free will and I/we believe the same to be true.

IN WITNESS WHEREOF I / We, \_\_\_\_\_  
have executed these presents the day and year as mentioned below.

SIGNED AND DELIVERED by  
The **Mortgagor/s** within-named

**Individual:**

Shri./ Smt. \_\_\_\_\_

**Proprietor:**

Shri./ Smt. \_\_\_\_\_

Proprietor/Authorized Representative of  
M/s. \_\_\_\_\_

**Partnership Firm:**

Shri./ Smt. \_\_\_\_\_

Shri./ Smt. \_\_\_\_\_

Shri./ Smt. \_\_\_\_\_

All partners of M/s. \_\_\_\_\_

# FIRST SCHEDULE

## Description of Immovable Properties

Flat / Shop / Office No. \_\_\_\_\_, area \_\_\_\_\_ sq. ft. on the \_\_\_\_\_  
floor in the building No. \_\_\_\_\_ known as \_\_\_\_\_  
constructed on all that piece and parcel of land admeasuring \_\_\_\_\_  
bearing S. No. / Gat No. \_\_\_\_\_ in village \_\_\_\_\_,  
Taluka \_\_\_\_\_, District \_\_\_\_\_, within the jurisdiction of  
Sub-Registrar \_\_\_\_\_, Registration District \_\_\_\_\_ and within the limits  
of \_\_\_\_\_ Corporation / Grampanchayat and bounded as follows:

On or towards the East:

On or towards the South:

On or towards the West:

On or towards the North:

Together with the fittings and fixtures annexed thereto / building structure standing thereon

## SECOND SCHEDULE

(Description of the Title Deeds)

SR. NO.	TITLE DOCUMENTS DEPOSITED	NAME OF THE MORTGAGOR (Authorized personnel of the Mortgagor)
	1.	
	2.	
	3.	
	4.	

## THIRD SCHEDULE

Details of Credit Facilities

## LETTER TO SUB - REGISTRAR

Ref No. \_\_\_\_\_

Date: \_\_\_\_\_

To,

The Sub Registrar

Office of Sub-Registrar of Assurances at \_\_\_\_\_,

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

Ref: NOTICE OF INTIMATION REGARDING MORTGAGE BY WAY OF DEPOSIT OF TITLE DEEDS IN RESPECT OF

\_\_\_\_\_

Please find enclosed herewith, "Notice of Intimation Regarding Mortgage by way of Deposit of Title Deeds" created by

Shri/Smt \_\_\_\_\_,

to whom we have given financial assistance for his/her business, along with photocopy of the original title documents

deposited by Shri/Smt \_\_\_\_\_ with the Bank.

Thanks for your Co-operation.

Yours Faithfully,

For RBL Bank Limited

[Branch/ Office Name]

[Signature]

[Name]

[Designation]

*Enclosures – As above.*

**BLANK**



## INTIMATION TO SUB-REGISTRAR

Sub Registrar:	Submission No:	Date:
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### NOTICE OF INTIMATION REGARDING MORTGAGE BY WAY OF DEPOSIT OF TITLE DEEDS

We, the undersigned parties, are by this notice of intimation, giving notice to the public at large, that the mortgagor herein had deposited the title deeds of the property described below for the security of the loan given / agreed to be given by the mortgagee herein.

<b>1</b>	<b>Party Details</b>	
A	Mortgagee (s)	Branch Manager, RBL Bank Ltd., Branch:
	Address	
	Mobile No.	
	Email ID	
B	Mortgagor (s)	
	Address	
	Mobile No.	
	Email ID	
<b>2</b>	<b>Property Location</b>	
	District	
	Taluka	
	Village	
<b>3</b>	<b>Property Details</b>	

4	List of Documents deposited with the Bank			
5	Loan Amount			
6	Rate of Interest			
7	Date of Mortgage			
Name of the Party		Photo	Party Thumb Impression	Signature (in case of institution, sign and seal of Institution)
Mortgagee Branch Manager, RBL Bank Ltd., Branch:				
Mortgagor				

<p><b>Payment Details:</b></p> <p>Stamp duty of Rs._____ has been paid vide stamp bearing No._____</p> <p>_____ Receipt No. _____ dated _____,</p> <p>stamp vendor _____ License No. _____</p> <p>If stamp duty is paid through another instrument, details of the instrument and stamp duty.</p> <p>_____</p> <p>Filling charges of Rs._____ has been paid Vide DD No._____</p> <p>dated _____ of _____ Bank payable at _____</p> <p>Document handling charges of Rs._____ has been paid vide _____ dated _____</p>
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## FORM 13 (D) – NOTING OF BANK’S CHARGE ON THE PROPERTY

From \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To,

The Tahasildar / Talathi / City Survey Officer,

Village / City \_\_\_\_\_

Tahasil \_\_\_\_\_

Dist. \_\_\_\_\_

Dear Sir,

### Re: Recording of Bank’s charge on property

With reference to the above, I / we have to inform that I / we have availed of credit facilities from RBL Bank Limited (hereinafter referred to as “the Bank”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest, assigns, holding or subsidiary company and/or associates) and as a security for repayment of the dues under the said credit facilities, I / we have mortgaged / created Equitable Mortgage by Deposit of Title Deeds vide the Memorandum recording Deposit of Title Deeds dated \_\_\_\_\_, on my / our immovable property more adequately described in the Schedule hereunder in favour of the Bank.

I / We therefore, request you to take note of the charge of the Bank on the record of rights of the immovable property owned by me / us.

Name/s of owner/s of the property	
Nature of document creating charge	
Name of the Bank	<b>RBL Bank Ltd., Branch:</b>
Amount of Charge to be created	<b>Rs.</b>

I / We further request you to arrange to give fresh extract of the record of rights in respect of the immovable property duly noting above charge, to the Bank.

Thanking you,

Yours faithfully,

**Signature/s of owner of the property**

**SCHEDULE**  
**(Description of immovable property)**

Flat/Shop/Office No. \_\_\_\_\_, having an area of \_\_\_\_\_ sq.ft. on the \_\_\_\_\_  
floor in the building No. \_\_\_\_\_ known as \_\_\_\_\_  
constructed on all that piece and parcel of land admeasuring \_\_\_\_\_  
,  
bearing S. No. / Gat No. \_\_\_\_\_ in village \_\_\_\_\_,  
Taluka \_\_\_\_\_, District \_\_\_\_\_, within the jurisdiction of  
the Sub-Registrar \_\_\_\_\_, Registration District \_\_\_\_\_ and within the limits  
of \_\_\_\_\_ Corporation / Grampanchayat and bounded as follows:

On or towards the East:

On or towards the South:

On or towards the West:

On or towards the North:

Together with the fittings and fixtures annexed thereto / building structure standing thereon







## **RBL BANK LIMITED**

Corporate Office : One Indiabulls Centre, Tower 2B, 6th Floor, 841, Senapati Bapat Marg,  
Lower Parel (West), Mumbai – 400013. CIN L65191PN1943PLC007308

Registered Office : RBL Bank Ltd., 1st Lane, Shahupuri, Kolhapur - 416 001. Maharashtra, India.

Administrative Office : Mahaveer, Shri Shahu Market Yard Shahupuri, Kolhapur – 416 005