

PF BOOKLET NO. _____

VERSION 3.0

AGREEMENT NO. _____



Kotak Mahindra Bank Ltd.

LOAN AGREEMENT

BUSINESS LOAN

BRANCH: _____

BORROWER NAME: _____

To
Kotak Mahindra Bank Ltd.,

Subject: Release of disbursement cheque

This has reference to the loan sanctioned to me/us and in connection therewith I/we request you to kindly issue the disbursement cheque for Rs. _____ in the name of Mr./Ms. (Complete Name) _____, drawn on A/c.No. _____ favouring _____ Bank, _____ Branch.

Please tick the Down-payment details:

Down Payment Cheque given

Down Payment amount to be deducted from the disbursement

Please tick the suitable options:

Cheque to be couriered

To be collected by the Customer

or D.M.A

Loan Details:

Salaried

Professional

Scheme/Interest Rate: _____

Self Employed Businessman

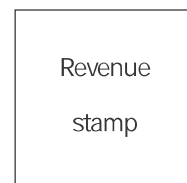
Tenure: _____

Yours truly,

Name: _____ Signature: _____

RECEIPT OF CHEQUE

This is with reference to my loan application. I confirm receipt of my disbursement cheque no. _____ drawn on A/c. No. _____ from _____ Bank, _____ Branch for Rs. _____/- in the name of _____



(Please sign across the revenue stamp)

Name: _____

Date: _____

KOTAK MAHINDRA BANK LIMITED

Regd. Off.: 27BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400 051.

**KOTAK MAHINDRA BANK LIMITED-RETAIL ASSETS FORM
FOR SUBMISSION OF POST DATED CHEQUES
[FOR BANK]**

Dear Customer,

We believe in dealing with customers in the most secured manner, in all our transactions. Customer's safety, security and satisfaction being our prime objective, request you to follow the instructions given below, which are very critical since you are handing over, the post-dated cheques for the repayment of the loan which you have availed, thereby fostering your confidence and long-term relationship with us

Important Instructions: (Kindly refer the specimen given on the back side of this form)

1. Cheque should be in CTS 2010 format only.
2. Cheque should be crossed as " Account Payee Only" .
3. Cheque should be drawn in favour of " Kotak Mahindra Bank Limited - Loan Account No. <CustomersName>.
4. Line should be drawn after the Name for security purpose.
5. No correction in cheque is permitted.
6. Amount in Figures and Words should be the same
7. EMI cheques should be dated as per the proposed scheduled dates, agreed to.
8. In case of Un-dated Additional Cheques, Instruction 5 and 6 doesn't apply and kindly ensure to mention " Not Over <Loan Amount>" on the cheque.
9. In case of Repayment through ECS or SI kindly check with the concerned bank representative, about the number of additional PDC 's to be given, based on the product offered to you.

Customer Details:

(for office use only)

Party ID Number: _____ Agreement Number: _____
Name of the Borrower: _____

Customer Details:

Sr. No.	Cheque Number		No. of Cheques	Dates of Cheque ranging		Bank & Branch	Purpose (EMI/PEMI)	Amount of each cheque
	From	To		From	To			

I/We declare that, I/We have read all the instructions carefully. I/We further declare that I/We have not given any cheques, other than the one's mentioned above and KMBL will not be responsible for cheques left blank or drawn in favour of any name, other than the one mentioned above under the heading " Important Instructions"

Applicant's Name: _____ Applicant's Signature: _____ Date: _____	Received By: Name of Bank Executive: _____ Signature of Bank Executive: _____ Name of OMA /Agency: _____ Date: _____
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FOR SUBMISSION OF POST DATED CHEQUES
[FOR CUSTOMER]**

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(for office use only)

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Customer Details:

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Applicant's Name: _____ Applicant's Signature: _____ Date: _____	Received By: Name of Bank Executive: _____ Signature of Bank Executive: _____ Name of OMA /Agency: _____ Date: _____
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BUSINESS LOANS : LOAN CUM GUARANTEE AGREEMENT

THIS AGREEMENT is made at the place and on the date specified in **Agreement schedule Cum Key Fact Statement (hereinafter referred to as the "Agreement Schedule")** between **Kotak Mahindra Bank Limited**, a banking company within the meaning of the Banking Regulation Act, 1949, having its Registered Office at 27BKC, C 27, G Block Bandra Kurla Complex, Bandra (E), Mumbai 400 051 and its concerned branch office at the address stated in **Agreement Schedule** (hereinafter referred to as the **"Bank"** which expression shall, unless it be repugnant to the meaning of context thereof, mean and include its successors in title and assigns) of the **FIRST PART**;

AND

The person specified in **Agreement Schedule** as Borrower residing at the place specified in **Agreement Schedule** (hereinafter referred to as the **"Borrower"**) of the **SECOND PART**;

AND

The person specified in **Agreement Schedule I**, as Co-Borrower, residing at the place specified in **Agreement Schedule** (hereinafter referred to as the **"Co-Borrower"**) of the **THIRD PART**;

AND

The person/s specified in **Agreement Schedule** as Guarantor/s, and the details of which are specified in **Agreement Schedule** (hereinafter referred to as the **"Guarantor/s"**) of the **FOURTH PART**.

The expression **"Borrower"** or **"Co-Borrower"** or **"Guarantor"** shall, unless it be repugnant to the meaning or context thereof, mean and include, where the party concerned is an individual or proprietorship firm, his/her heirs, executors and administrators; where the party concerned is a partnership firm, the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving, where the party concerned is the Karta of a Hindu Undivided Family and the borrowing/guarantee is for the purposes of the Hindu Undivided Family, the member or members for the time being of the said Hindu undivided Family, and their respective heirs, executors and administrators and assigns; and where the party concerned is a company, its successors in title, where the party concerned is an unincorporated body, all the members of such body and their respective successors, where the Borrower is the Governing Body of a Society, respective successors of the members of the Governing Body and any new members elected, appointed or co-opted and where the Borrower is the Trustees of the Trust, their successors.

WHEREAS:

- A.** The Borrower and the Co-Borrower have requested the Bank to advance a loan (" the Loan") to the Borrower of the amount specified in Agreement Schedule (" Loan Amount") which the Bank has agreed to grant;
- B.** The parties hereto desire to record the terms and conditions in relation to the Loan and certain other matters related thereto in the manner hereinafter contained.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I

1. DEFINITIONS AND INTERPRETATIONS:

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

- a) **"Affiliate/s"** means, **(a)** with reference to an individual any relative of such individual or any partnership firm where such individual or relative of the individual is a partner, or any company where the individual or relative of the individual is a director in control of the company **(b)** with reference to a company a person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such company; **(c)** with reference to a partnership firm, any partner of such partnership firm or any company in which such partner is a director; **(d)** with reference to a HUF, all the members of such HUF; **(e)** with reference to a trust, all the trustees of such trust; **(f)** with reference to an Association of Persons, all the persons belonging to the Association of Persons.
- b) **"Credit Information"** means all information, documents, representations, particulars of operations and business, financial information, representations on future business prospects and clarifications which has been or may hereafter be furnished by the Borrower, the Co-Borrower or the Guarantor to the Bank from time to time or which, whether furnished as aforesaid or by any other person, in the opinion of the Bank relates to or may have a bearing on the credit worthiness or financial condition of the Borrower, the Co-Borrower or the Guarantor or the ability of any of them to pay the Loan Balance or any part thereof.
- c) **"Indebtedness"** means any past, present or future indebtedness of, or money or assets owed, payable or deliverable (and whether or not then due) by, the Borrower, the Co-Borrower and/or the Guarantor and/or by any Affiliate/s of such Borrower, Co-Borrower and/or Guarantor, or any of them to the Bank on any account whatsoever.
- d) **"Due Date"** means a date on which the whole or any part of the Loan Balance is due for payment under this Agreement.
- e) **"Special Mention Account (SMA)"** and **"Non-Performing Asset (NPA)"** means classification of Borrower/s account as Special Mention Account (SMA 1&2) and Non-Performing Asset as defined in clause 6.3 of this Agreement as per applicable RBI Circular.

- f) **"Tax"** means all taxes, levies, imposts, cesses, duties and other forms of taxation, including (but without limitation) value added tax, service tax, Goods and Services tax 'GST' any other tax which are applicable or may be applicable on any future date, corresponding to the loan, or any other charges in relation to loan including any charges in relation to instalments, repayments, or charges in relation to hypothecated property under this Agreement and includes any charge on, interest (including Penal Charges), surcharge, penalty or fine in connection therewith which may be payable.
- g) In this Agreement, unless otherwise expressly stated or the context otherwise requires:
 - i. the **headings** are inserted for convenience only and shall not affect the construction of this Agreement;
 - ii. references to one **gender** includes all genders;
 - iii. words in the singular shall include the plural and vice versa;
 - iv. references to **Schedule(s)** are references to schedule(s) attached to this Agreement or executed by the Parties separately with reference to this Agreement, the Schedules shall form and integral part of this Agreement;
 - v. Wherever the word **"includes" or "including"** (or any grammatical variation thereof) follows general terms and is followed by specific terms, it shall be deemed that the words "but not limited to" appear after the word "includes" or "including" (or any grammatical variation thereof).

ARTICLE II

2. THE LOAN

2.1 AMOUNT OF THE LOAN

The Bank hereby agrees to lend and the Borrower agrees to borrow the sum as specified in Agreement Schedule (herein after referred to as "the Loan") on the terms and conditions contained herein.

- a. The period of the Loan shall be as specified in Agreement Schedule.
- b. The Loan along with interest shall be repayable in such equated monthly instalments as are set out in Agreement Schedule (hereinafter called "Instalments"). Credit shall be given only on the date of realization of amount by the Bank.
- c. The Borrower also undertakes to pay to the Bank all expenses, interest and charges incurred by the Bank in relation to this Agreement including stamp duties, document charges, legal fees, transfer fees, registration charges, court fees and all other expenses for enforcement of the repayment and the Borrower shall pay them forthwith on demand by the Bank along with interest thereon from the date the same are incurred by the bank until paid by the Borrower to the Bank at the rate and rests mentioned in Agreement Schedule.

2.2 TAXES AND OTHER CHARGES AND EXPENSES:

The Borrower and/or the Co-borrower agree and undertake to promptly (and in any event within 7 days of being so required by the Bank) pay (a) all present and future taxes which may include any duties, expenses and other charges whatsoever in relation to this Agreement, the Asset(s) and or the Securities, loan, or any or any other charges or benefits under this Agreement including interest (including Penal Charges) penalty and (b) all other charges, costs and expenses from time to time specified by the Bank (including all costs and expenses

incurred or paid by the Bank) in relation to this Agreement and/or any Security including those incurred for repossession and/or sale of any Asset(s) and/or any Security and/or for recovery of the Loan Balance or any part thereof. If the Bank in its discretion or in terms of any statutory requirement makes such payments, the Borrower and/or the Co-Borrower undertake the Bank within 7 days of being informed by the Bank of the same, along with interest thereon at the rate mentioned in the Schedule/s in respect of the Loan. In particular, the

Borrower and/or the Co-Borrower agree and undertake to pay the charges, costs and expenses listed in Agreement Schedule within 7 days of the date of this Agreement.

It is hereby agreed between the parties that in the event of the default by the Borrower and the Co-borrower the Guarantor should be liable to pay any tax on assets, securities, loan or any other charges arising in relation to this Agreement which otherwise would have been payable by Borrower and Co-Borrower.

2.3 REPAYMENT:

- a) The Borrower undertakes to pay to the Bank, the Instalments in accordance with Agreement Schedule and all other dues and damages set out in this Agreement (such balance of Instalments and the other dues and damages hereinafter referred to as "Loan Balance") However, on the happening on an Event of Default, the Loan Balance shall become payable in accordance with the provisions of Article 5 (b). Without prejudice to the Borrower's liability to pay the Loan Balance, the Borrower may, and if so required by the Bank the Borrower shall, arrange with his bank for automatic transfer of the Instalments from the Borrower's bank account to the Bank's bank account by way of the Electronic Clearing system available with banks.
- b) Prior to availing the Loan, the Borrower shall pay the Bank a sum towards Advance Instalment as specified in Agreement Schedule which shall be adjusted towards payments of the last few instalments of the Loan, The Bank shall not pay interest at the rate specified in Agreement Schedule on the Advance Instalment.

2.4 PENAL CHARGES:

If the Borrower commits defaults or delay in payment/repayment of any Instalment, the Loan, interest or any other amount, the

unpaid amounts shall carry penal charges as per Schedule B Herein below.

2.5 POST DATED CHEQUES:

The Borrower may be required to deliver post-dated cheques to the Bank for the due payment of the Instalments, The Borrower shall maintain adequate balance for realization of the cheques on their due dates for payment. The Borrower shall not (i) close the bank account/s from which the said cheques have been issued (ii) issue any communication to the Bank stopping or postponing the presentment of the said cheques. The Borrower agrees that if any other amounts are outstanding for payment by the Borrower (not being the Instalment) including on account of the Indebtedness of the Borrower, the Bank shall be entitled to encash the post-dated cheques deposited with it for the satisfaction of such outstanding amounts notwithstanding that the post-dated cheques have been deposited by the Borrower with the Bank for repayment of the Instalment and the Borrower shall continue to be indebted to the Bank for the Instalments, as the case may be.

The Borrower may be required to deliver to the Bank a cheque for the Loan with the words "not over Rs." _____ (the loan amount) stated on the cheque. The said cheque(s) shall be from the account as may be prescribed by the Bank. The Bank shall not bank the said cheque unless it requires to adjust any dues of the Borrower under this Agreement, and the same shall be returned to the Borrower on receipt of all amount payable by the Borrower under this Agreement.

If the Bank has to arrange to collect the amounts payable by the Borrower under Agreement every month from the Borrower then Collection Charges of an amount specified in Agreement Schedule for every such instalment collected shall be levied to the Borrower by the Bank.

In the event of any cheque being dishonoured, the Borrower shall be required to pay the Bank a cheque dishonour Charge of an amount specified in Agreement Schedule for every such dishonour.

If the Borrower wishes to replace a post-dated cheque with another then the Borrower will be required to pay Swap Charges of an amount specified in Agreement Schedule for every such replacement.

In the event of any Cheque(s)/Draft(s), issued by the Borrower to the Bank for repayment of EMI/Instalment and/or any other charges/dues, being lost/stolen/misplaced/damaged, the Borrower agrees to replace the said Cheque(s)/Draft(s) with fresh Cheque(s)/Draft(s) of even amount within seven days of being informed of the same by the Bank.

2.6 PREPAYMENT:

The Borrower shall not be allowed to prepay the Loan Amount and the interest thereon unless the Borrower has paid first 12 (Twelve) monthly instalments fully. Pre-payment may be allowed by the Bank at any time after the payment of the first 12 (Twelve) monthly instalment, by giving the Bank written notice at 30 days. In such event the Borrower shall, in addition to the principal amount of the Loan then outstanding and other costs, expenses, charges and damages set out in this Agreement, also be liable to pay to the Bank on the expiry of the said 30 day period an amount equal to the interest thereon till the date of payment and additional prepayment charges @ 5% floor rate (taxes as applicable) on the principal outstanding as on the date of prepayment.

2.7 CROSS DEFAULT:

The Borrower, the Co-Borrower and/or the Guarantor agree and confirm that the Bank may at its absolute discretion appropriate any payments made by the Borrower, Co-Borrower and/or the guarantor under or pursuant to this Agreement towards any other agreement of transaction entered into by the/any Borrower, Co-Borrower and/or any Guarantor and towards any other Indebtedness and such appropriation shall be final and binding upon the Borrower, Co-Borrower and/or the Guarantor who shall continue to remain liable to the Bank for payment of dues under this Agreement in respect of which such sums of money were so paid but were appropriated towards another agreement or transaction entered into by the Borrower, the Co-Borrower and/or the Guarantor to towards any other Indebtedness. In addition, notwithstanding the repayment of the Loan Balance, the Borrower, the Co-Borrower and/or the Guarantor hereby expressly and irrevocably authorize/s the Bank to take possession of, sell, transfer and/or otherwise dispose of any and all security created in favour of the Bank under this Agreement or any other agreement entered into and between the/any Borrower, Co-Borrower and/or the Guarantor and the Bank (whether in relation to the Loan or otherwise) or any other security documents or security deposited with the Bank or under the possession or control of the Bank and appropriate the same towards payment and/or satisfaction of the Loan Balance and/or any amounts due to the Bank on account of another agreement or transaction entered into by the Borrower, the Co-Borrower and/or the Guarantor or on account of the Indebtedness of the Borrower and/or Guarantor. The provisions of this Agreement and any security document executed pursuant to this Agreement shall apply mutatis mutandis to the manner of disposal of security and appropriation under this Article.

2.8 RECALL OF THE LOAN BY THE BANK:

The Borrower agrees that the Bank shall be entitled to, at any time, in its discretion, recall the Loan by giving to the Borrower three clear working days' notice in writing. It is specified that the repayment schedule set out in Agreement Schedule is without prejudice to the Bank's right to recall the entire Loan and to demand payment of the Loan Balance and to demand payment of the loan facility along with applicable charge, receivables, interest and foreclosure charges (if applicable).

2.9 CROSS SECURITY:

In the event the Borrower, the Co-Borrower and/or the Guarantor commits any default under this Agreements, and the Borrower, the Co Borrower and/or the Guarantor is entitled to or has availed of any other credit or other facility from the bank then, notwithstanding anything contained in any other agreement or other document executed by the Borrower, the Co-Borrower

and/or the Guarantor, the Bank shall be entitled (but not obliged) to utilize and appropriate the credit balance and/or any unutilized/undrawn portion of such facility towards the repayment of the Loan Balance or any part thereof (notwithstanding that such facility may already be in debit and/or such utilization may create or increase the debit balance) and the Bank shall be entitled to utilize any repayment made by the Borrower, the Co-Borrower and/or the Guarantor of any other loan /loan facility towards the repayment of the Loan Balance or any part thereof.

2.10 GENERAL:

- i. The Borrower, the Co-Borrower and the Guarantor acknowledge and accept that the rates of interest, Penal Charges and all other amounts payable under this Agreement are reasonable and the rates of Penal Charges represent genuine pre-estimates of loss expected to be incurred by the Bank due to non-payment of dues by the Borrower and the Co-Borrower. The Borrower, Co-Borrower and the Guarantor acknowledge and accept that the Loan is a commercial transaction and specifically waives any defence under usury or other laws relating to or restricting the same.
- ii. In the event that the Bank, on receipt of a cheque for payment of Margin Money, makes payment of the purchase price of the Assets to the dealer/manufacturer of the Assets(s), and the instrument for payment of Margin Money is returned unpaid by the bankers, without prejudice to any other rights and remedies of the Bank, including taking action under criminal laws in force, the Borrower or the Co-Borrower will be liable to the Bank for the amount paid by it to the dealer/manufacturer as if the same were also a part of the Loan, together with interest thereon and all other amounts payable by the Borrower under this Agreement and the provisions of this Agreement shall apply to such amount *mutatis mutandis*.
- iii. In case the Bank has granted any concessions or extended any benefit to the Borrower towards the Loan Balance payable by the Borrower, the Bank shall be entitled to appropriate/adjust any amounts or securities of the Borrower lying with the Bank or that may subsequently come into the possession of the Bank from time to time or at any time, towards such Loan Balance against the concessions/benefits so accorded by the Bank to the Borrower.
- iv. The Borrower agrees and confirms of the amounts payable by him in terms of the Agreement under various heads towards diverse costs and charges and he is aware that all amounts so paid by him shall be treated by the Bank as conclusive payments by the Borrower towards those respective costs and charges.
- v. The Borrower agrees that if at any time it is discovered that there are any amounts due to the Bank for which credit was erroneously passed by the Bank, then notwithstanding any NOC etc. that may have been issued by the Bank, the Bank shall be entitled to claim such amounts from the Borrower and the borrower shall make such payment on a demand by the Bank to that effect.
- vi. After execution of the Agreement for availing the Loan, if the Borrower and/or the Co-Borrower denies (either directly or indirectly) for the disbursement of the Loan under any reason whatsoever which results into cancellation of the Loan or the Borrower, the Co-Borrower and/or the Guarantor not complying the requirement of the Bank for the purpose of disbursement of the Loan which results into cancellation of the Loan by the Bank, then the Borrower and/or to the Co-Borrower shall pay to the Bank Cancellation Charges of the amount(s) specified in Agreement schedule.
- vii. The Borrower confirms having understood and agreed to the Bank's method of calculating instalments and also its division into principal and interest.
- viii. I /we, the undersigned, have been maintaining proper Financial records and further declare that I /we do not have any Statutory Dues pending for Payment as on Date.

ARTICLE III

3. SECURITY FOR THE LOAN

The repayment by the Borrower to the Bank of the Instalments and other dues and the additional interest under this Agreement shall be secured by one or more of the following as stated in Agreement Schedule which shall constitute "**The Security**". Mortgage to be created in favour of the Bank on the property of the Borrower/Co-borrower as described in Schedule I. Any other security acceptable to the Bank.

ARTICLE IV

4. WARRANTIES:

The Borrower/s and the Co-Borrower declare that they are not prohibited by law from availing of the loan.

ARTICLE V

5. DISBURSEMENT

- a) The Bank shall not be obliged to disburse the Loan unless:
 - i. The Borrower has created the security and
 - ii. The Borrower has, if so requested by the Bank, delivered post-dated cheques for the Instalments to the Bank and
 - iii. The Borrower has complied with such other conditions as the Bank may impose.
- b) The Borrower/s, Co-Borrower/s and Guarantor/s agrees that the payment of all the amounts due to the Bank under this Agreement can always be enforced against the Borrower's/Co-Borrower's and Guarantor's estate and assets and this

Agreement shall be binding upon their heirs, executors, legal representatives and administrators of the Borrower/s, Co-Borrower/s and Guarantor/s. The Borrower shall avail of the Loan within the number of days from the date of this Agreement as is specified in Schedule I, failing which the Bank shall be under no obligation to grant/disburse the Loan to the Borrower.

ARTICLE VI

6. EVENTS OF DEFAULT AND REMEDIES

6.1 Event of Default

Each of the following events is an "Event of Default"

- c) If the Borrower or the Co-Borrower or the Guarantor fails to pay any sum payable under this Agreement;
- d) If any instrument for payment of Margin Money/Monies is/are dishonoured;
- e) If the Borrower or the Co-Borrower or the Guarantor violates any provision of this Agreement;
- f) If any representation, warranty or statement on the part of the Borrower, the Co-Borrower or the Guarantor or any Credit information is or is found to be incorrect or misleading (whether by reason of omission to state a material fact or otherwise)
- g) If the Borrower or the Co-Borrower or the Guarantor has voluntarily or compulsorily become the subject of any proceedings under any bankruptcy or insolvency law or being a company is subject to any winding up or liquidation proceedings or has a receiver or liquidator appointed in respect of itself or its assets or makes an application or refers itself to any authority for being declared as a " Sick Company" , relief undertaking, bankrupt or insolvent or seeking financial reconstruction or any other like scheme (by whatever name called) or if the Borrower or the Co-Borrower or the Guarantor, being a partnership, is dissolved or there is a change in the constitution whether on account of the admission of a new partner or the retirement, death or insolvency of any partner or otherwise.
- h) The death, lunacy or other disability of the Borrower or the Co-Borrower or the Guarantor;
- i) If there is reasonable apprehension that the Borrower or the Co-Borrower or the Guarantor is unable to pay its debts or has admitted its inability to pay its debts, as they become payable;
- j) If the Borrower or the Co-Borrower or the Guarantor suffers any adverse material change in its financial position;
- k) If the Borrower or the Co-Borrower or the Guarantor is convicted under any criminal law in force;
- l) If any Asset or any Security is seized or made subject to any distress, execution, attachment, injunction or order or proceeding or is detained or taken into custody for any reason;
- m) If the Bank's right to any Asset or security or the value of any asset or security is prejudiced;
- n) If any Asset or security is destroyed beyond repair for any reason whatsoever;
- m) If at any time the Asset or security is used for any illegal or unlawful purpose;
- n) Default under any other agreement, arrangement or facility with the Bank is made by the Borrower or the Co-Borrower or the Guarantor.
- o) If any litigation or arbitration, conciliation, Legal, quasi-legal, revenue or other proceedings are initiated against or orders or decrees are passed against or notices are received by the Borrower or the Co-Borrower or the guarantor or
- p) there exists any other circumstance, which in the sole opinion of the Bank, is prejudicial to the interests of the Bank;

6.2 NOTICE:

If any Event of Default or any event which after a lapse of time is capable of becoming an Event of Default take place, the Bank may give notice of three days to the Borrower and/or Co-Borrower in writing specifying the nature of such Event of Default or of such event. If the Event of Default is capable of being cured or remedied the Borrower shall cure or remedy the default or such event before the expiry of the 3 day notice period to the satisfaction of the Bank failing which, on the expiry of the period of notice the Loan Balance, together with the prepayment interest and all other sums due and/or to become due hereunder for the full term of this Agreement, shall immediately stand payable/repayable by the Borrower to the Bank and the Security shall immediately become enforceable. However, if the Borrower or the Co-Borrower is a company, and the Event of Default is the immediately event mentioned in clause 5.1 then no notice shall be required under this Article and the Loan Balance shall be deemed to have become payable to the Bank immediately before the making of the reference or application and the security shall be deemed to have become simultaneously enforceable. Notwithstanding the recall or any cancellation or termination of the Loan/the Loan Balance, all the provisions of this Agreement shall continue in full force and effect as herein specifically provided till such time as the Loan Balance is repaid to the Bank in full.

6.3 CLASSIFICATION OF ACCOUNT UPON DEFAULT:

- a) The Borrower / Guarantor agree and understand that as per present applicable circular issued by RBI on " Prudential

Framework for Resolution of Stressed Assets” the Bank are required to recognize incipient stress in Borrower/Guarantor’s accounts, immediately on default, by classifying them as Special Mention Account (SMA 1&2) and non-performing asset (NPA) or as may be applicable from time to time or any other RBI directions replacing it.

- b) A non-performing asset (NPA) is a loan or an advance where; Interest applied at specified rates remain overdue for a period of more than 90 days in respect of a term loan; Instalment of principal remain overdue for a period of more than 90 days in respect of a term loan. Further, an account is considered as NPA, if the demands raised in the account is not serviced within 90 days or if the outstanding in such account is beyond sanctioned limits /drawing power beyond a period of 90 days.

For E.g.: Mr. A has obtained term loan of 5 lakhs from the bank on 1st January 2021. Equated Monthly Statement (EMI) of the loan is 10000, of which the Principal is 8000 and the interest is 2000. Due date of repayment of EMI by Mr. A is 5th February of every month.

Scenario 1 - If Mr. A. fails to pay interest component of the loan, i.e. 2000 or any such amount arrived at by the bank on or before the due date and only the interest component applied at specified rests (i.e. whether daily or monthly or yearly) remains overdue for a period more than 90 days, the account would be classified as NPA

Scenario 2- If Mr. A. fails to pay principal component of the loan, i.e. 8000 on or before the due date and only the principal amount remains overdue for a period more than 90 days, the account would be classified as NPA

Scenario 3 - If Mr. A. fails to pay principal and interest component of the loan (EMI), i.e. 10000 or any such amount arrived at by the bank on or before the due date and the entire EMI remains overdue for a period more than 90 days, the account would be classified as NPA.

The date of SMA/NPA shall reflect the asset classification status of an account at the day-end of that calendar date. For E.g.: Example: If due date of a loan account is March 31, 2021, and full dues are not received before the bank runs the day-end process for this date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021. Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021.

6.4 REMEDIES:

Upon the Security becoming enforceable:

- a. The Borrower, the Co-Borrower and the Guarantor hereby authorize the Bank (but not so as to make it imperative upon the Bank to do so), to sell and dispose of the Security or any part of the same by private treaty, without (unless so required by law) the intervention of the Court, as and when the bank may, in its absolute discretion, deem fit and to apply the net proceeds of such sale in satisfaction so far as the same will extend towards liquidation of the Loan Balance. The Borrower, the Co-Borrower and the guarantor hereby agree and undertake not to raise any dispute as to the value at which the Security is sold or transferred by the Bank and the decision made by the Bank shall be final and binding on the Borrower, the Co-Borrower and the Guarantor. The Bank shall not be liable for any loss arising due to the sale or transfer of any Security under this clause;
- b. In order to enforce its Security, the Bank or its agent, or representative or any other person authorised by the Bank shall be entitled to enter upon any premises where any Security may be or is believed to be and take possession of the same without being liable to the Borrower, the Co-Borrower and/or the Guarantor or any Court or other proceeding by the Borrower, the Co-Borrower and the Guarantor or otherwise.
- c. The Bank has the right to sell the Security and appropriate the proceeds thereof towards the amounts due under the Agreement or otherwise to the Bank. In the event of shortfall between the sale proceeds and the amounts due/payable to the Bank, the Borrower, the Co-Borrower and the Guarantor shall be jointly and severally liable to make good that shortfall. In no event will any sum already paid to or appropriated by the Bank under the provisions of this Agreement be refundable by the Bank to the Borrower, the Co-Borrower or the Guarantor.

ARTICLE VII REVIVAL

7. REVIVAL OF CONTRACT:

In the event of the Bank repossession any Assets or Security, the Borrower may request the Bank by a supplementary letter to revive this Agreement and apply for redelivery of the Asset(s) in as is where is condition and such request may be entertained by the Bank at its discretion and upon such terms and conditions as it may think fit and proper in the circumstances and only after collecting the Instalment in full including Penal Charges travel, legal and other costs, repossession expenses and the like. Any decision taken by the Bank not to revive this Agreement shall be final and binding on the Borrower, The Co-Borrower and the Guarantor and shall not be challenged in any Court of Law.

ARTICLE VIII

8. LIABILITIES OF GUARANTOR

- a. The Guarantor guarantees to the Bank that in the event of the Borrower and/or the Co-Borrower failing to pay/repay and

Installments or the Loan Balance or any part thereof on the respective Due Dates for their Payment under this Agreement or failing to pay the whole of the Loan Balance on recall of the Loan, the guarantor(s) shall, jointly and severally, on demand, promptly pay and make good the same to the Bank without any dispute, delay or demur.

- b. Should the Guarantor fail, on invocation of this guarantee by the Bank, for any reason whatsoever to settle the claim made by the Bank within a maximum period of ten days from the date of the claim, the Guarantor shall be bound to pay interest at the rate of 3% per month on the amounts claimed by the Bank till the date of payment without prejudice to and in addition to another remedy that the Bank may have against the guarantor
- c. The Guarantor agrees that the Guarantors liability shall be that of a primary obligor and not merely as a surety and the Guarantor's obligations and liability shall not be impaired or discharged by reason of any facility or time given by the Bank to the Borrower and/or to the Co-Borrower or any indulgence or forbearance shown in payment or any dues or repayment of the Loan Balance or in respect of any security created or proposed to be created or by reason of non-creation, release or prejudice of any Security. The Guarantor further agrees that any such facility, Time or indulgence granted or forbearance shown and/or any non-creation, Release or prejudice of any Security shall be deemed to have been given or done after due notice to the Guarantor and with the Guarantor's consent.
- d. The Bank's rights against the Guarantor shall remain in full force and effect notwithstanding any arrangement which may be reached between the Bank and the Borrower or any Co-Borrower or other guarantor, if any, or notwithstanding the release of that other(s) liability and notwithstanding that any time hereafter the other guarantor may cease for any reason whatsoever to be liable to the Bank, the Bank shall be at liberty to require the performance by the Guarantor of his obligations hereunder to the same extent in all respects as if the Guarantor had at all times been solely liable to perform the said obligations
- e. The Guarantor hereby agrees that without his consent/concurrence, the Borrower, the Co-Borrower and the Bank shall be at liberty to vary, alter, or modify the terms and conditions of this Agreement and/or of any Security created and/or of any security documents executed by the Borrower and/or the Co-Borrower in favour of the Bank and in particular defer, postpone or revise the repayment of the Loan and/or payment of instalments, interest and other monies payable by the Borrower and/or the Co-Borrower to the Bank on such terms and conditions as may be considered appropriate by the Bank including any increase in the rate of interest in accordance with the provisions of this Agreement. The Bank shall also be at liberty to absolutely dispense with or release all or any of the security.
- f. The Bank shall have full liberty to exercise, without notice to the Guarantor and without in anyway affecting this guarantee, at any time and in any manner any power or powers reserved to the Bank under this Agreement to enforce, or forbear to enforce payment of the Instalments or other monies due to the Bank from the Borrower and/or the Co-Borrower or any of the remedies or securities available to the Bank, to enter into any composition or compound with or to grant time or any other indulgence or facility to the Borrower and/or to the Co-Borrower and the Guarantor shall not be released by the exercise by the Bank of its liberty in regard to the matters referred to above or by any act or omission on the part of the Bank or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing the guarantors and the Guarantor hereby waives in favour of the Bank so far as may be necessary to give effect, to any of the provisions of this guarantee, all the surety ship and other rights which a guarantor might otherwise be entitled to enforce.
- g. This Guarantee shall be enforceable against the Guarantor notwithstanding that any security or securities for the payment of the Loan Balance shall be outstanding or unrealised or lost.
- h. The Guarantor agrees that the copy of the statement of accounts of the Bank duly certified as correct shall be binding on the Guarantor as sums due and payable under this Agreement.
- i. The Guarantor's liability hereunder shall not in any way be affected by the bankruptcy or by any petition or resolution or order for the bankruptcy of the Borrower and/or the Co-Borrower being presented, passed or made or by any change in the constitution of the Bank or the Borrower of the Co-Borrower.
- j. The Guarantor hereby agrees and declares that the Borrower and the Co-borrower will be free to avail of further loans or other facilities in addition to the Loan and/or renew the same during the subsistence of this guarantee and in that event the guarantee herein contained will not be affected or vitiated in any way whatsoever but will remain in full force and effect and binding on the Guarantor.
- k. The guarantor agrees that the Bank shall have the right to release the security and the Guarantor's obligations under this Agreement shall not be discharged thereby.
- l. The Guarantor hereby agrees that it shall not be necessary for the Bank to exhaust its rights or take any action against the Borrower before requiring the Guarantor to make payment under this Agreement.
- m. The Guarantor agrees to make the payment of sums due and payable under this guarantee when demanded by the Bank notwithstanding that a dispute is pending between the Bank and the Borrower and/or the Co-Borrower in respect of any provision of this Agreement or any other related or connected document.
- n. This Guarantee shall be a continuing one and shall remain in full force and effect till such time as the Borrower and/or the Co-Borrower repays in full the Loan Balance together with all interest, Penal Charges, costs, charges and all other monies that may from time to time become due and payable unpaid to the Bank under this Agreement.

- o. The Guarantor agrees that notwithstanding any defect in or invalidation of this Agreement and/or incomplete documents or writings, this guarantee shall be valid and operative and the Guarantor shall not be discharged from his liability hereunder except by performance of this guarantee.
- p. This guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Bank by the Borrower and/or the Co-Borrower and shall be valid and binding on the Guarantor and operative until repayment in full of all monies due to the Bank under this Agreement.
- q. This guarantee shall be irrevocable and shall be in full force and effect notwithstanding that the Bank may have obtained any other guarantee, corporate or personal, to secure the Loan till such time as all the dues of the Bank including repayment of the Loan along with the payment of interest and all other expenses and dues are not paid by the Borrower and/or the Co-Borrower.
- r. This guarantee shall be binding upon each Guarantor's heirs, executors and administrators.
- s. The Guarantor/s hereby declare that no consideration whether by way of commission, brokerage, fees or any other form has been paid by the Borrower or received by the Guarantor/s directly or indirectly for the execution of this Guarantee document.

ARTICLE IX SECURITIZATION

9 ASSIGNMENT OF CONTRACT:

- a) The Borrower, the Co-Borrower and the Guarantor shall not be entitled to transfer or assign any of its rights or obligations under this Agreement to any person directly or indirectly without the prior written consent of the Bank.
- b) The Bank shall be entitled to grant/transfer/assign any or all of its rights, benefits, obligations, duties and liabilities under this Agreement including the right to receive the instalments and Loan Balance and its rights under the guarantee contained herein by way of sale, transfer, securitization, charge or as a security or otherwise to any person or entity and in such event the Borrower, Co Borrower and Guarantor shall perform its obligations under this Agreement to such assignee, transferee, grantee or other concerned person.
- c) The Borrower, the Co-Borrower and the Guarantor expressly recognise and accept that the Bank shall be absolutely entitled and have full power and authority to sell, assign or transfer in any manner in whole or in part, all its rights and interest in or under this Agreement and any Security in such manner and on such terms as the Bank may decide, including reserving a right to the Bank to retain its power hereunder to proceed against the Borrower, the Co-Borrower or Guarantor on behalf of the Purchaser, assignee or transferee, to any third party of the Bank's choice, without reference to or without written intimation to the Borrower, the Co Borrower or the Guarantor.

ARTICLE X

10 REPRESENTATION, WARRANTIES AND COVENANTS BY THE BORROWER, CO-BORROWER AND THE GUARANTOR

- 10.1 The Borrower, Co-Borrower and the Guarantor hereby declare, represent and warrant that:
- (a) They are aware that the Bank is granting the Loan on the basis of the loan application made by them and on the basis of the representations made by them and on the belief that the same are true.
 - (b) They are not prohibited by any law from availing of the Loan;
 - (c) That all the necessary approvals that maybe required to be obtained by the Borrower, Co-Borrower and the Guarantor for availing the Loan have been obtained and that Borrower, Co-Borrower and the Guarantor shall keep the approvals valid and subsisting until the repayment of the loan balance.
 - (d) The loan application has been duly executed by the Borrower, Co-Borrower and the Guarantor themselves or by them through their authorized representatives and/or constituted attorneys;
 - (e) The cheques are duly signed by an authorised signatory of the Borrower, Co-Borrower and/or the Guarantor (as the case may be) and that the authorized signatory in respect of the bank account on which any of the cheques are drawn shall not be changed without the Banks' prior written consent and furnishing to the Bank such post-dated cheques in lieu thereof as the Bank may require.
 - (f) Any agreement, document or schedule that may be executed by the Borrower, the Co-Borrower and the Guarantor and the Bank after the execution of this Agreement and in connection with this Agreement shall be deemed to be a part of this Agreement and shall be valid and binding on the Parties.
 - (g) Where the Borrower or the Co-Borrower or the Guarantor is an individual, a Hindu Undivided Family, an association of persons or a partnership firm, they or any of them are not personally bankrupt, where the Borrower or the Co-Borrower or the Guarantor is a company, they or any them have not taken any corporate action nor have any steps been taken or legal proceedings been initiated or threatened against them or any of them for winding-up, dissolution, administration, reorganization or for the appointment of a receiver, administrator of them or all of any of their assets or undertakings.

- (h) As of the date of this Agreement, there is no litigation, proceedings or disputes pending or threatened against them or any of them, the adverse determination of which might affect the Borrower's ability to repay the Loan Balance or have materially adverse effect on their financial condition:
- (i) The execution, delivery and performance of the Agreement does not:
- i. Contravene any applicable law, statute or regulation of judgment or decree to which they are subject.
 - ii. Conflict or result in any breach of any covenants, conditions and stipulation under any existing agreement, to which they are party;
 - iii. Conflict or contravene any provision of the memorandum of association and articles of association of the borrower.
- (j) Not event has occurred which shall prejudicially effect the interest of the Bank or effect the financial conditions of Borrower, Co Borrower and the Guarantor or affect their liability to perform all or any of their obligations under this Agreement;
- (k) The Bank shall not be liable for the delay in delivery of the Asset(s)/, or the quality / condition/ fitness of the Asset. The Borrower, Co-Borrower and the Guarantor absolve the Bank from any liability in respect of the above and the Borrower, Co-Borrower and the Guarantor shall not withhold payment of the Instalments on the ground that the Asset(s) is/are not delivered or on account of any other alleged claim/dispute against Borrower, Co-Borrower and the Guarantor in respect of the said Asset
- 10.2 The Borrower /Co-Borrower declare/s, assure/s and state/s that, the Borrower and Co-Borrower is/are not a director or a specified near relative of a director and/or Senior Officer of the Bank (if the Borrower/Co-Borrower is/are an individual); and (ii) none of the partners (if the Borrower/Co-Borrower is/are a partner of a partnership firm) of the Borrower/Co-Borrower is/are a near specified relative of a director and/or Senior Officer of the Bank; and (iii) the Karta and none of the members of the Borrower/Co-Borrower is/are a specified near relative of a director and/or Senior Officer of the Bank (if the Borrower/Co-Borrower/ is an HUF); and (iv) none of its directors (if the Borrower/Co-Borrower is/are a company) is a director or near specified relative of a director and/or Senior Officer of the Bank;
- 10.2.1 The term " Senior Officer" means an officer of the Bank who is in equivalent scale as an officer in senior management level in Grade IV and above in a nationalized bank
- 10.2.2 The term " relative" shall mean and include any or all of the following persons: (a) Spouse (b) Father (c) Mother (including step-mother) (d) Son (including step-son) (e) Son's wife (f) Daughter (including step- daughter) (g) Daughter's husband (h) Brother (including step-Brother)
- (l) Brother's wife (j) Sister (including Step-sister) (k) Sister's husband (l) Brother (including step brother) of the spouse (m) Sister (including step-sister) of the Spouse.
- 10.3 The Borrower/Co-Borrower make/s the above declaration solemnly and sincerely believing the same to be true and knowing fully well that on the faith and strength the correctness thereof the Bank has agreed to grant the facility. The Borrower/Co-Borrower also agree/s that it is a condition of the grant of the facility that if any statement made with reference to the above is found to be false at any time the Bank shall be at liberty and entitled to revoke the Facility.
- 10.4 The Borrower, Co-Borrower and the Guarantor hereby expressly agree that during the subsistence of the Credit Limit/Loan, the Bank shall have the liberty to shift, at its discretion, without notice to it, from time a part or portion of the outstanding in the said Credit limit the Loan (hereinafter referred to as " the participation") to one or more scheduled Commercial Banks (hereinafter referred to as " the Participating Bank/s") The Borrower/Co-Borrower further agrees that such Participations shall be governed by the terms of the Uniform Code Governing inter Bank Participations, 1988 and shall not affect the rights and obligations, inter se, the Borrower/Co-Borrower / the Guarantor and the Bank in respect of the said Credit Limit/the said loan.
- 10.5 The Borrower, Co-Borrower and the Guarantor hereby irrevocably agrees and consents to electronic and/or digital stamping and/or execution of this Agreement in any manner as deemed fit by the Bank including but not limited using Aadhar or OTP or Biometric based authentication or USB token based DSC.
- 10.6 The Borrower, Co-Borrower and the Guarantor hereby irrevocably agrees, consents and accepts to the E-platform/digitised platform of the Bank or of /through any vendor/s appointed by the Bank, for accepting terms and conditions, relating to the facility/security, executing and, transacting facility security documents, e-stamping data storage etc.
- 10.7 The Borrower, Co-Borrower and the Guarantor hereby irrevocably agrees, accepts and consents, to receive and/or send any communication from and to the Bank /third party vendors/agents etc. appointed by the Bank, whether by way of an SMS, email etc. on the personal mobile numbers/email id(s) of Borrower/the authorised signatories and/or on the registered mobile numbers/email id(s) of the Borrower/co-borrower/guarantor with the bank and the same shall be valid and binding upon the Borrower/Co-borrower/guarantor .
- 10.8 The Borrower, Co-Borrower and the Guarantor hereby irrevocably agrees and accepts that any Communication received and/or sent from and to the Bank /third party vendors/agents etc. appointed by the Bank, whether by way of an SMS, Email etc. on the personal mobile numbers/email id(s) of the Borrower/Co-borrower/guarantor/authorised signatories and/or on the registered mobile numbers/email id(s) of the firm/company/LLP, with the bank shall be treated as valid and binding upon

the Borrower/the parties hereto.

- 10.9 The Borrower, Co-Borrower and the Guarantor hereby irrevocably agrees consents and accepts that the Bank shall be at liberty to treat the personal cell number/email id, communicated by the Borrower/Co-borrower/guarantor/authorised signatories/partners etc. last on record of the bank as valid and permitted cell number /email id for communication.
- 10.10 The Borrower, Co-Borrower and the Guarantor hereby irrevocably agrees and consents that the documents accepted and/or executed on the E-platform/digitized platform, shall be valid and binding upon the Borrower/Co-borrower/guarantor and can be relied upon and used by the bank as a proper form of evidence and the undertakes not to raise any dispute or question as regards the terms and conditions accepted thereon and as regards the documents executed on the electronic/digitized platform.
- 10.11 The Borrower, Co-Borrower and the Guarantor hereby irrevocably agrees and consents to the Bank availing services of third party vendors for payment of the stamp duty and/or electronic or digital execution of the documents/deeds/agreements through use of electronic or digital technology as available under the law.
- 10.12 The Borrower, Co-Borrower and the Guarantor irrevocably agrees and consents that the authorized signatory certifying the Managing Council/Committee/Board resolution (as the case may be) is hereby authorized to authenticate/esign/affix digital signature for the purposes of ratifying/certifying the resolution on any E-platform/digitized platform as may be desired by the bank.
- 10.13 That the bank shall be at liberty to rely on the scan copy of the resolution and the same shall be valid and binding upon the Borrower/the co-borrower/guarantor.
- 10.14 The Borrower, Co-Borrower and the Guarantor agrees and consents that wherever a facility is sanctioned under any particular/specific scheme, the Bank's policy and/or terms and conditions of the scheme and such modifications as may be made thereto from time to time shall be deemed to be incorporated in this agreement and shall apply to the Borrower.

ARTICLE XI

11 MISCELLANEOUS PROVISIONS

- 11.1 The Application form submitted by the Borrower, the Co-Borrower and the Guarantor for grant of the Loan is an integral part of this Agreement and shall be considered to be part of the Credit Information.
- 11.2 The Borrower, the Co-Borrower and the Guarantor agree that the Bank is not responsible or liable in any way whatsoever for the non performance of the Asset(s) or failure of any guarantees and warranties in respect of the Asset(s). It is expressly agreed and declared that any Dealer in the Asset(s) by or through whom this transaction may have been introduced, negotiated or conducted is not an agent of the Bank and that the Bank has no liability for any representations or statements not made directly and in writing by the Bank to the Borrower.
- 11.3 The statement of accounts of the Bank duly certified by its authorised officer, shall be conclusive evidence of amounts due to the Bank and of payments received by the Bank.
- 11.4 The bank may at the risk and cost of the Borrower and/or the Co-Borrower and/or the Guarantor engage one or more person(s) to collect the Borrower's and/or Co-Borrower's and/or the guarantor's out-standings and/or to enforce, recover and/or repossess any security and may furnish to such person(s) such documents, information, facts and figures as the Bank thinks fit and may delegate to such person(s) the right and authority to perform and execute all acts, deeds, matter and things connected therewith or incidental thereto as the Bank thinks fit. If any default is committed by the Borrower and/or the Co-Borrower and/or the Guarantor, the Bank and the persons authorised by the Bank may approach the Borrower's and/or the Co-Borrower's and/or the Guarantor's employer and/or other person(s) and inform it/him/her of the terms of this Agreement and/or the default and/or other matters and receive from it/him/her any amount payable by it/him/her to the Borrower and/or the Co-Borrower and/or the Guarantor.
- 11.5 The Borrower, Co-Borrower and the Guarantor irrevocably agree and consent to the Bank at any time and in any manner disclosing and/or making available to any agencies, bureaus (including credit bureaus specified by the Reserve Bank of India, which presently includes the Credit Information Bureau (India) Limited), affiliates or subsidiaries of the Bank, associations and other persons whatsoever any information (including personal and financial information) and documents of or relating to the Borrower, Co-Borrower and the Guarantor in such cases where the Bank considers appropriate including where such disclosure is permitted or required by or under law, circular or guideline or where the Bank is of the view that the interests of the bank require such disclosure of for furnishing such information and documents for preparation, publication and distribution of credit reports and credit opinion relating to the Borrower, the Co-Borrower and/or the Guarantor to other persons including banks and financial institutions. The provisions of this clause shall survive even after the term/termination of this Agreement and the repayment of all dues of the Borrower, the Co-Borrower and/or the Guarantor and/or all dues of the Guarantor.
- 11.6 In addition to the provisions of clause (11.5), the Borrower, the Co-Borrower and the Guarantor agree that if they or any of them commit/s any breach of this Agreement or any default or delay in the payment/repayment of the Loan Balance, the Bank shall have the unqualified right to disclose or publish, in such manner as the Bank may deem fit, the Borrower's and/or

the Co-Borrower's and/or the Guarantor's name/s and particulars, the fact that they have defaulted, particulars of their accounts, default and breach as also the names of their directors, partners, proprietors, trustees, karta and members, if any.

- 11.7 The Borrower, the Co-Borrower and the Guarantor agree and confirm that, until they have paid the whole of the Loan Balance to the Bank, the Bank shall, in exercise of the right of general lien and set-off available to it in law, have a general lien and right of set-off on all monies belonging to the Borrower, the Co-Borrower and the Guarantor and standing to their credit in any account whatsoever, securities, deposits and other assets and properties of the Borrower, the Co-Borrower and the Guarantor from time to time in the possession of the Bank or its nominees whether the same is held by the bank for safe custody or otherwise. The Bank shall have a general lien on and be entitled to appropriate and set-off all monies, securities, deposits and other assets and properties belonging to the Borrower, the Co-Borrower and the Guarantor in the possession of the Bank, whether in or on account of the Bank or otherwise, whether held singly or jointly by the Borrower, the Co-Borrower and the Guarantor with another and may appropriate the same for the settlement of dues of the Borrower of the Co-Borrower or the Guarantor payable to the Bank hereunder or other Indebtedness. The Borrower, the Co-Borrower and the Guarantor state that they have obtained/shall obtain the written consent of the joint holder/s (if applicable) for the same.
- 11.8 In the event that there is no Co-Borrower, all references to the terms 'Co-Borrower' in this Agreement shall be ignored. In the event of there being more than one Borrower, Co-Borrower or Guarantor, the obligations of each of them shall be joint and several.
- 11.9 The borrower, the Co-Borrower, and/or the Guarantor shall also pay and bear the GST and other applicable taxes, interest tax and any other taxes and levies at the rates applicable from time to time. In the event that any term, condition or provision of this Agreement is held to be in violation of any applicable law, statute or regulation or for any reason a court of competent jurisdiction finds any provision of the Agreement or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intention of the Agreement, and the remainder of this Agreement shall continue in full force and effect.
- 11.10 Nothing in this Agreement shall make the Bank liable to lend to the Borrower and/or the Co-Borrower beyond the Loan Amount, honour any cheques, allow any cash withdrawals (other than withdrawal of the Loan Amount subject to the terms of this Agreement) or meet any further requirements of the Borrower on account of growth in business or otherwise. The Bank may in its discretion, and without assigning any reason, at any time decide not to disburse the Loan or any part thereof or decide to recall the Loan /Loan Balance.
- 11.11 If, due to any circumstances, the Bank does not give the Borrower or the Co-Borrower the notice referred to in any provision of this Agreement, prior to enforcement of the security, or if the Bank enforces the security prior to the expiry of the period of notice, the Borrower and the Guarantor agree that they shall not be entitled to any relief or remedy against the Bank.
- 11.12 No delay in exercising or omission to exercise any right, power or remedy accruing to the Bank under this Agreement shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Bank in respect of such default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Bank in respect of any other default.
- 11.13 Any notice or request to be given or made in this Agreement to a Party shall be in writing and shall be deemed to be given and made (i) if required to be given or made to the Bank, when delivered to its branch office mentioned in Agreement schedule (or such other address as is subsequently notified by the Bank by notice to any of the other Parties) and (ii) if required to be given or made to any other Party, if delivered at such Party's address as shown in Agreement Schedule of this Agreement (or such other address as subsequently notified by the concerned Party to the Bank in writing). Such notice or request may be made through ordinary post, registered post or courier and shall be deemed to have been delivered on the expiry of three days after the posting or delivery to the courier company, as the case may be.
- 11.14 The Borrower and Co-Borrower hereby agree that no partner, director or proprietor ('such person') of the Borrower or the Co-Borrower or any firm or company in which any of such person(s) is /are a partner/s or director(s), will not, without the Bank's prior written permission, obtain any other or further or additional advance or credit facilities/limits of any kind from any Branch of the Bank or of any other Bank/financial institution, so long as the Borrower is/are indebted/liable to the Bank in any way. In case the Borrower or any such person or any firm or company as aforesaid applies to the Bank for any advances or other credit facilities at any branch the Borrower shall make a full disclosure of the Loan and all the then existing advances/facilities granted to the Borrower at any branch of the Bank or any other Bank/financial institution.
- 11.15 If one or more rights or provisions set forth in this Agreement is invalid or unenforceable, it is agreed that the remainder of the Agreement shall nevertheless be enforceable and that, to the extent permitted by law, the parties intentions, as reflected in any such right or provision that is invalid or unenforceable, shall be given effect to.
- 11.16 Unless the same falls within the jurisdiction of the Debts Recovery Tribunal established under the Recovery of Debts Due To Banks and Financial Institutions Act, 1993, any and all claims and disputes arising out of or in connection with this Agreement or its performance shall be settled by arbitration by a single Arbitrator to be appointed by the Bank. The arbitration shall be held in Chennai in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- 11.17 In the event that the claim or dispute does not fall within the jurisdiction of the Debts Recovery Tribunal established under

the Recovery of Debts Due To Banks and Financial Institutions Act, 1993, for the purposes of arbitration mentioned in clause [11.16], the court in Chennai shall, subject to the provisions of law, have exclusive jurisdiction.

- 11.18 The expressions " Borrower" " Co-Borrower" or " Guarantor" shall, unless it be repugnant to the meaning or context thereof, mean and include, where the party concerned is an individual or a proprietorship firm, his/her heirs, executors and administrators; where the party concerned is a partnership firm, the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner; where the party concerned is the Karta of a Hindu Undivided Family, the member of members for the time being of the said Hindu Undivided Family, and their respective heirs, executors, administrators and assigns; and where the party concerned is a company, its successors in title, where the party concerned is an unincorporated body, all the members of such body and their respective successors, where the party is the Governing Body of a Society, respective successors of the members of the Governing Body and any new members elected, appointed or co-opted and where the party is are the Trustees of the Trust, their successors,
- 11.19 The Borrower Co-Borrower/Guarantor agrees that the payment of all the amounts due to the Bank under this Agreement can always be enforced against the Borrower's/Co-Borrowers/Guarantor's estate and assets and this Agreement shall be binding: (i) if the Borrower Co Borrower /Guarantor is an individual or a sole proprietor, on his/her heirs, executors and administrators; (ii) if where the Borrower Co Borrower/Guarantor is a partnership firm, on the partners or partner for the time being of the said firm, the survivors or the survivor of them and the heirs, executors and administrators of the last surviving partner; (iii) if the Borrower Co-Borrower/Guarantor is a company, on its successors in title and (iv) if the Borrower Co-Borrower/Guarantor is an HUF, on all the members of the HUF and his/her/their heirs, executors and administrators. The contents of this Agreement have been read out, explained and interpreted to the Borrower in the language as desired by the Borrower and to the Co-Borrower in the language as desired by the Co-Borrower and to the Guarantor in the language as desired by the Guarantor and the same is understood by the Borrower, the Co-Borrower and the Guarantor.
- 11.20 The Borrower confirms having read the entire Agreement and other terms and conditions and material details given in the Schedules, and the Borrower shall be bound by all the clauses, terms and conditions provided to him/her/them in the loan application, loan sanction letter issued by the Bank and the same shall be read as part of parcel of this Agreement.

ARTICLE XII

12 ELECTRONIC MAILS/FAX INDEMNITY AND RELEVANT PROVISIONS

- 12.1 The Borrower/Co-borrower/Guarantor " Indemnifier/s") agrees to INDEMNIFY and KEEP INDEMNIFIED, harmless and saved, the Bank (Indemnified), at all times from and against all actions, suits, proceedings, costs, claims, demands, charges, expenses, losses and liabilities howsoever arising in consequence of or in any way related to the Bank having acted or omitted to act in accordance with or pursuant to any instruction, in connection with or arising out of or relating to:
- 12.2 any instruction or document received by/given to the Bank which it believes in good faith to be such an Instruction or document by Facsimile/ e-mail or any other electronic form of submission (collectively, " Instruction"); and/or any unauthorised or fraudulent Instruction to the Bank; and/or
- 12.3 any unauthorised dissemination, copying, use or disclosure of any Premium Service Banking Reports which are dispatched by the Bank to Indemnifier by Instruction;
- 12.4 The Indemnifier state and declare that, upon receipt by the Bank, each Instruction shall constitute and (irrespective of whether or not it is in fact initiated or transmitted by me/us and/or by the Authorised Person(s)), shall be deemed to conclusively constitute my/our (the Indemnifier's) mandate to the Bank to act or omit to act in accordance with the directions and Instructions contained therein notwithstanding that such Instruction may have been authorised or transmitted in error or fraudulently or may otherwise not have been authorised by or on behalf of Indemnifier or the Authorised Person(s) or may have been altered, misunderstood or distorted in any manner in the course of communication.
- 12.5 Indemnifiers are aware that the Bank may receive facsimile Instructions on thermal paper and, in such case, by reason of the chemical composition of thermal paper, the writing/Instruction on the facsimile/facsimile paper may disappear after a short period. Indemnifiers confirm that the same shall be at Indemnifiers' risk and the Bank shall not be obliged to take any precaution by way of making and preserving a photocopy of such facsimile or otherwise. Without prejudice to the above, if the Bank makes any photocopy of such facsimile, Indemnifiers agree that such photocopy shall be conclusive and binding upon me/us notwithstanding that the same is a photocopy. Indemnifiers are aware that the Bank may be receiving e-mail Instructions and the writing/Instruction on the e-mail may disappear due to computer failure /malfunction and or any other reasons. Indemnifiers confirm that the same shall be at Indemnifiers' risk and the Bank shall not be obliged to take any precaution by way of making /taking printouts of e-mail and preserving a hard copy of such e-mail or otherwise. Without prejudice to the above, if the Bank makes any hard copy takes printout of such e-mail, Indemnifiers agree that such hardcopy/print-out shall be conclusive and binding upon Indemnifiers notwithstanding that the same is a printout/hard copy of the e-mail. On the immediate next day after the day on which any Instructions are transmitted to the Bank by e-mail or facsimile, Indemnifiers shall and be bound to deliver to the Bank, a hard (in original) copy of the Instruction/s in writing signed by Indemnifiers or the Authorised Person(s) (as the case may be). Each hardcopy shall be marked with and bear the wordings " CONFIRMATION OF FAX or E-MAIL" as may be applicable, in bold letters on the top thereof. PROVIDED THAT the Bank may, but shall not be obliged to, await receipt of the hardcopy prior to taking any action in connection with any Instructions; PROVIDED FURTHER AND ALWAYS THAT the absence of or omission to deliver such writing shall not be in any

manner construed to mean that such Instructions were not given by Indemnifiers and/or the Authorised Person(s) and shall not in any manner prejudice the Bank's rights under this writing. PROVIDED in the absence or omission to deliver such writing by Indemnifiers, the photocopy taken by the Bank of such facsimile/hard copy of such e-mail sent by me/us shall be deemed to be the original document and shall be binding on Indemnifiers and shall be admitted in evidence as a primary document in any matter that may arise. The Bank may at any time without assigning any reason and without any notice withdraw the facility of giving Instructions by facsimile or e-mail altogether or in respect of any such said Account(s) and/or related banking operations or matters. However, any such termination shall not affect anything done or any rights or liability accrued or incurred prior to the termination and Indemnifiers' acceptance of these writings and the terms and conditions thereof shall survive any such termination.

- 12.6 If Indemnifiers desire to discontinue giving Instructions by facsimile or e-mail, Indemnifiers shall deliver through post or courier, but not through facsimile or E-mail, to the Bank a prior written notice of 7 (seven) days in this behalf. Such notice of discontinuation shall bind Indemnifiers forthwith upon the notice being given by Indemnifiers. However, such notice of discontinuation shall not be effective as against the Bank until the Bank has acknowledged in writing to Indemnifiers that it has acted on such notice PROVIDED that such discontinuation shall not release me/us from the terms of this writing in respect of any action taken or omitted to be taken by the Bank in accordance with the Instructions or directions contained in any Instruction or the terms of this writing prior to such acknowledgment by the Bank.
- 12.7 The Bank may at any time without assigning any reason and without any notice withdraw the facility of giving Instructions by facsimile or e-mail altogether or in respect of any such said Account(s) and/or related banking operations or matters. However, any such termination shall not affect anything done or any rights or liability accrued or incurred prior to the termination and Indemnifiers' acceptance of these writings and the terms and conditions thereof shall survive any such termination.
- 12.8 The Bank shall not be under any obligations at any time to maintain any special facility for the receipt of any Instructions by way of Facsimile or e-mail or to ensure the continued operations or availability of any equipment required for the same.
- 12.9 Indemnifiers acknowledge and confirm that it Indemnifiers are aware of the nature of internet/intranet telecommunications services, that the Facsimile/e-mail transmissions may not be received properly and may be read or be known to any unauthorised persons and are likely to be intercepted by unknown persons. Indemnifiers agree to assume and bear all the risks involved in respect of such errors and misunderstanding and the Bank shall not be responsible in any manner for the same or breach of confidentiality thereto and shall also not be liable for any claims, loss, damage, cost or expense and liability arising therefrom. The protection available to the Bank under this clause shall be in addition to and without prejudice to the Bank's other rights, privileges, powers and remedies in law and contract and the Bank may delay enforcing its rights without at any time losing them and waiver of a right by the Bank hereunder available to it by law or contract shall not be deemed to be a waiver of any other rights or of the same right at another time.
- 12.10 Indemnifiers agree to all other terms and conditions as may be included, imposed or amended hereinafter from time to time in this regard.

ARTICLE XIII

- 13 **Declaration of Borrower and Co-Borrower:** " In order to ensure timely repayment of the Business Loan /loan(s), monthly instalment, penalties, costs and/or any other outstanding amount(s) due in respect of the Business Loan /loan(s), obtained/availed from Kotak Mahindra Bank Ltd. (" Kotak Bank") from time to time, I/we hereby authorizes the Bank to submit the E NACH/NACH mandate/such other mandate duly signed by me/us, to/before the bank with whom I/we have the bank account, details of which are mentioned in the mandate, for the purpose of debiting my/our said bank account for /with the amount(s) and the frequency as specified in the said Mandate form.

In case I/we obtain more than one Business Loan /loan(s) from Kotak Bank and I/we choose to make the repayment under all such loan(s) by debiting the bank account, details of which are provided in the mandate and the loans that subsequently may be availed , I/we confirm that my said bank account can be debited as and when the mandate is presented by Kotak Bank on or after the respective due dates of monthly instalments of each such loan sanctioned/that may be sanctioned, until the amounts due and payable in respect of all such loans are duly paid by me/us. I/we also authorize the bank with which I/we am/are maintaining and operating the account and Kotak Bank to debit my/our account for charges towards the mandate verifications and transactions bounced due to insufficient funds as applicable

I/we hereby declare and state that the above referred Mandate Form is valid and can be utilised for the CSG referred to therein and/or for all further enhancements/fresh/additional loans.

I/we hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for all reasons of incomplete or incorrect information, I/we would not hold the user institution and/or Kotak Bank responsible.

I/we further undertake that the mandate given by me/us shall remain valid and binding until all the amounts due and payable by me/us under all the loans taken from Kotak Bank are duly paid to the satisfaction of Kotak Bank and that I/we shall not initiate any step/action leading to cancellation of the mandate, or closure of bank account or for dishonour of the mandate without prior approval in writing from Kotak Bank"

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

The contents of this Agreement have been read out, explained and interpreted to the Borrower in the language as desired by the Borrower and to the Co-Borrower in the language as desired by the Co-borrower.

IN PARTICULAR, THE BORROWER HEREBY CONFIRMS THAT BY AFFIXING HIS/HER/ITS SIGNATURE HEREINBELOW, HE/SHE/IT AND IN PARTICULAR, THE BORROWER HEREBY CONFIRMS THAT BY AFFIXING HIS/HER/ITS SIGNATURE HEREINBELOW, HE/SHE/IT HAS READ, UNDERSTOOD AND CONFIRMED THE TERMS AND CONDITIONS PRECEDING THIS SIGNATURE PAGE AND THE SCHEDULES HERETO, OCCURRING IMMEDIATELY AFTER THIS SIGNATURE SHEET. THE BORROWER FURTHER CONFIRMS AND DECLARES HE/SHE/IT HAS BY AFFIXING HIS/HER/ITS SIGNATURE HEREINBELOW, ALSO EXECUTED EACH OF THE AFORESAID PAGES AS A PART OF THIS AGREEMENT, SO AS TO FULLY BE BOUND BY THE SAME.

(SIGNED AND DELIVERED BY KOTAK MAHINDRA BANK LIMITED)

By its Authorised Signatory _____

SIGNED AND DELIVERED by the within named

BORROWER(S) By its Authorised Signatory _____

By its Authorised Signatory _____

Joint Applicant

SIGNED AND DELIVERED by the within named

CO-BORROWER/S _____

SIGNED AND DELIVERED by the within named

By GUARANTOR/S _____

its Authorised Signatory _____

AGREEMENT SCHEDULE CUM KEY FACT STATEMENT

Agreement details	
Agreement date	As per the execution date
Date of execution of Agreement	As per the execution date
Place of Execution of Agreement	As per the execution co-ordinates of Respective Executant at the time of Signing
Sanction Letter Reference	
Address of the concerned Branch of the Bank	
Customer Details	
Borrowers Name & Address	
Co-Borrowers Name & Address	
Guarantors Name & Address	
Loan Details	
Facility Type	Term Loan
Loan amount In figures (fill absolute value)	INR _____
Loan amount in words	Rupees _____ only
Rate of interest	_____ Flat Rate
Tenure of Loan (in months)	_____ months
Breakup between Principle and Interest	Principal - Rs. _____ Interest - Rs. _____ Total - Rs. _____
If applied for moratorium Date of commencement of Repayment (DD/MM/YYYY)	
Initial Payment Received	
Number of Instalments	_____ Installment/s
Advance instalment value (enter absolute value)	INR _____
Advance instalment value (in words)	Rupees _____ only
Purpose of Loan	Business Purpose

For Kotak Mahindra Bank Ltd.	_____	_____	_____	_____
	Borrower	Co-Borrower	Joint Applicant	Guarantor
Authorised Signatories (Lender)	_____	_____	_____	_____
	Co-Borrower	Co-Borrower	Guarantor	Guarantor

Cash Flows details

Agreement date

For **Kotak Mahindra Bank Ltd.**

Borrower

Co-Borrower

Joint Applicant

Guarantor

Authorised Signatories
(Lender)

Co-Borrower

Co-Borrower

Guarantor

Guarantor

Schedule –B

Schedule of Charges

The Borrower shall be liable to charges as stipulated herein and as may be specified from time to time.

Table A

Schedule of Penal Charges

Nature of Charge	Quantum of charges
Default in Payment or where amount drawn beyond the Maximum Overdraft Limit and/or the Drawing Power	Amounts standing unpaid on respective due dates shall attract penal charge at 8% per annum (to be charged for actual no. of days) on overdue amount plus applicable taxes
Prepayment Charges	<p>The borrower shall be liable to pay up to 4% foreclosure / closure charges of the outstanding (Plus taxes as applicable).</p> <p>For MSE Borrowers-</p> <ul style="list-style-type: none"> • Nil charges on fixed rate loans up to Rs.50 lakh subject to such closure being through own source of funds. The borrower entities shall be required to submit proof(s) qualifying as own source of funds to the satisfaction of the Bank. For loan closures by way of takeover, borrower shall be liable to pay 2% foreclosure / prepayment charges on entire revolving limits and on the outstanding of non-revolving limits at the time of closure. • Nil charges Floating loan subject to such closure being through own source of funds. The borrower entities shall be required to submit proof(s) qualifying as own source of funds to the satisfaction of the Bank. For loan closures by way of takeover, borrower shall be liable to pay 2% foreclosure / prepayment charges on entire revolving limits and on the outstanding of non-revolving limits at the time of closure.
Non-utilisation Charges	If average utilization of facility limits for a quarter is below 60% of sanctioned limits, Commitment charges of Rs. 5.50 per day per lac of unutilized limits (or a part thereof) + applicable taxes.
Charges for Breach of Other Material Terms and Conditions (i.e. breach of any Event of Default conditions (" EOD") as mentioned in any loan/facility agreement or Sanction Letter or any other agreement or breach of any Specific Conditions mentioned in the Sanction Letter) and not covered specifically in this Schedule.	<p>Rs. 5.50 per day per lac of exposure (or a part thereof) + applicable taxes (to be calculated from the day of breach until complied)</p> <p>In addition to these charges/levies, Bank also reserves the absolute right to recall the limits and demand repayment of all facilities from the borrower.</p>
Delay/Non-Creation of Security in favor of the Bank by the Borrower/Security Provider (* Refer Notes Below)	<p>The Bank shall levy Penal charges at Rs. 5.50 per day per lac of exposure (or a part thereof) + applicable taxes for any delay beyond the original due date (" ODD") as per sanction terms upto 180 days from the ODD.</p> <p>Beyond 180 days delay, the Bank reserves the right to recall the facility (ies) or charge penal charges at Rs. 11 per day per lac of exposure (or a part thereof) + applicable taxes until the security is created to the satisfaction of the Bank.</p> <p>(The said penal charges shall be calculated on sum of limits of revolving lines and outstanding under non-revolving lines of both fund and non-fund based facilities to which the security extends.)</p>
Charges for Interest Certificate	Free once in Financial year. Thereafter, INR 250/- (plus Taxes as applicable) per instance.
Cheque dishonour Charges	INR 750/- (Plus Taxes as applicable) per instance.
Delay in submission of Documents under deferral	<p>Rs. 2500/- per month + applicable taxes per CRN</p> <p>The penalty would be applicable after 15 Days from the due date until receipt of the respective document to the satisfaction of the Bank.</p>

Nature of Charge	Quantum of charges
Non-closure of account with other bank (unless specific permission is taken), wherever stipulated	Rs. 5000/- per month + applicable taxes
Delay in Stock Audit wherever stipulated	Rs. 5000/- per month + applicable taxes Penalty will be applicable after 60 days from the due date until receipt of the stock audit report to the satisfaction of the Bank.
Delay in submission of Book Debt & Stock Statement wherever stipulated	Rs. 5000/- per month + applicable taxes Penalty will be applicable if the statement is not submitted on due date until the receipt of the statement. If submission is not received 15 days beyond the submission due date, Bank may also drop the drawing power at its absolute and sole discretion.
Delay/Non-submission of Stock /Property insurance policy wherever stipulated	Upto Rs. 10 crs exposure - Rs. 5000/- per month + applicable taxes Above Rs. 10 crs exposure - Rs. 10000/-per month + applicable taxes Timelines for submission: Cover note: 15 days from expiry of existing policy; Renewed policy: 30 days from expiry of existing policy for Takeover cases: Insurance policy to be submitted within 45 days from the date of first disbursement Delay in submission of more than 60 days will result in reductions of limits at the absolute and sole discretion of the Bank.

Table B

Schedule of Other Charges

Nature of charges	Quantum of charges
Processing Fee (Non-refundable)	Maximum 2% of the loan /facility amount (Plus Taxes as applicable) NIL Processing Fees for total loan facility up to Rs. 5 Lakhs availed by micro and small Enterprises subject to URC submission prior to disbursement
Annual Review /Renewal Charges	Up to 2% of renewal limit (Plus Taxes as applicable)
Documentation Charges	Loan amount up to INR 10 lakh: INR 3,500/- (Plus Taxes as applicable) Loan amount above INR 10 lakhs: INR 6,000/- (Plus Taxes as applicable)
Repayment Mode /Account swap charges	INR 500/- (Plus Taxes as applicable) per instance.
Charges for Amortisation Schedule/Account Statement	Free once in a Financial Year. Thereafter, INR 500/- (plus taxes as applicable) per instance
Charges for Duplicate NOC /No Dues Certificate	INR 500/- (Plus Taxes as applicable) per instance.
Charges for copy of Credit Bureau Report (to Customer who has availed Loan /Facility from us)	INR 100/- (plus taxes as applicable) per instance for Individuals INR 500/- (Plus taxes as applicable) per instance for non-individuals
Charges for Copy of any Document	INR 500/- (Plus Taxes as applicable) per instance.

Dear Customer,

Welcome to the Kotak Mahindra Bank we constantly strive to provide the best to all customers. That's really the Kotak difference a firm belief in the fact that customers are more than just numbers.

Some value added services provided to our customers:

- 1 Top up loan after 12 months of repayments of loan.
- 1 Balance transfer of any other existing loans, at reduced rates.
- 1 Loans based on repayment tracks of previous loans at reduced rates.
- 1 Loan against property.
- 1 For customers interested in traveling abroad or within the country holiday loans also available.

Please Feel free to contact us for your any future requirement. Your feedback is important to us.

Customer Service/ Infoline

City	Telephone	Fax
Ahmedabad	Tel. – 079 - 66006022	Fax – 079 - 66062555
Bangalore	Tel. – 080 - 66006022	Fax – 080 - 25589388
Baroda	Tel. – 0265 - 6646022	Fax – 0265 - 2342196
Chandigarh	Tel. – 0161 - 65006022	Fax – 0161 - 5055266
Chennai	Tel. – 044 - 66006022	Fax – 044 - 28589279
Cochin	Tel. – 0422 - 66006022	Fax – 048 - 44470131
Coimbatore	Tel. – 0422 - 66006022	Fax – 042 - 24521155
Delhi	Tel. – 011 - 66006022	Fax – 011 - 23736765
Goa	Tel. – 022 - 66006022	Fax – 080 - 25589388
Hyderabad	Tel. – 040 - 66006022	Fax – 040 - 66299186
Jaipur	Tel. – 0141 - 6536022	Fax – 141 - 5150711
Jalandar	Tel. – 0161 - 65006022	Fax – 0161 - 5055266
Jodhpur	Tel. – 0141 - 6536022	Fax – 141 - 5150711
Kanpur	Tel. – 011 - 66006022	Fax – 0512 - 2367474
Kolkatta	Tel. – 033 - 65506022	Fax – 033 - 66333077
Kottayam	Tel. – 0422 - 66006022	Fax – 042 - 24521155
Ludhiana	Tel. – 0161 - 65006022	Fax – 0161 - 5055266
Mangalore	Tel. – 080 - 66006022	Fax – 080 - 25589388
Mumbai	Tel. – 022 - 66006022	Fax – 022 - 67594850
Mysore	Tel. – 080 - 66006022	Fax – 080 - 25589388
Nagpur	Tel. – 022 - 66006022	Fax – 0712 - 6620845
Pune	Tel. – 020 - 65216022	Fax – 022 - 41309101
Raipur	Tel. – 022 - 66006022	Fax – 0712 - 6620845
Rajkot	Tel. – 0281 - 66006022	Fax – 0281 - 6620587
Salem	Tel. – 0422 - 66006022	Fax – 042 - 24521155
Surat	Tel. – 0261 - 66006022	Fax – 0261 - 6679379
Tirupur	Tel. – 0422 - 66006022	Fax – 042 - 24521155
Trichy	Tel. – 0422 - 66006022	Fax – 042 - 24521155
Vijaywada	Tel. – 040 - 66006022	Fax – 040 - 66299186

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- Kotak Group Assure (UIN:107N051V03) Kotak Group Shield (UIN:107N050V04)
 Kotak Complete Cover Group Plan (UIN:107N018V06)



Membership Form cum Declaration of Good Health

IMPORTANT NOTE : Any additional text written or qualification given in the form would make it invalid.

CD000005-Tractor Finance, CD000301- Commercial Vehicle(CV)/ Construction Equipment (CE), GA000016- Personal Loan, GA000003-Salaried Personal Loan, GS000117-Secured OD, CC000032-Rural Housing.

Name of the Policyholder : Kotak Mahindra Bank Ltd. Policy Number _____

PLAN DETAILS :

Sum Assured (₹) : _____ Premium (₹) : _____ Cover Term : _____ Plan Option : _____

Premium Payment Term: Single Pay Limited Pay Regular Pay Premium Payment Mode: Single Yearly Half Yearly
 Quarterly Monthly

Cover Type: Single Life Joint Life Interest Rate : _____(%) Benefit Multiplier : 100% 110 % 120 % Moratorium Period : NIL

LIFE ASSURED'S DETAILS

Loan Account No. : _____ Customer ID : _____

Member Name: Mr. / Ms. _____ Date of Birth : DD/MM/YYYY

Address: _____ Gender: M F

Name of Joint Life Insured (if any): Mr. / Ms.

Date of Birth : DD/MM/YYYY Gender: M F Relationship with Member: _____

NOMINEE DETAILS (needs to be a major i.e. above 18 years of age and should be one of the following: Husband, Wife, Son, Daughter, Father, Mother, Brother, Sister, Grandfather or Grandmother)

Name : _____

Relationship to Life to be Insured : _____

*Incase of Nominee being a Proprietor/Partnership Firm/Limited Company the above condition would not apply.

Do your bit for green world & Switch to e-communication. Kindly (✓) if you would like to receive your communication only through electronic mode

DECLARATION OF GOOD

I hereby declare that :

- I am in good health and perform all my routine activities independently
- I have never had any physical defect, deformity or disability (means inability to function normally, physically or mentally) affecting my day to day activities. I have never undergone nor have I been advised to undergo any major surgical procedure.
- I have never suffered and am not currently suffering from:
 - High Blood Pressure, Heart Attack or any other Heart Disease;
 - Diabetes or any other Endocrinal Disease, Kidney Disease;
 - Any Lung Disease (eg. Chronic Obstructive Pulmonary Diseases, TB, Parenchymal lung Disease, Pulmonary Embolism etc).
 - Blood Disorders, Gastro-Intestinal Diseases, or any other disorder of the bones, spine or muscle;
 - Any Mental or Psychiatric condition, Epilepsy, any Genetic Disease or any disease related to central nervous system (disease related to brain);
 - HIV / AIDS or AIDS related complications.
- In the last 2 years, I have not –
 - Have a reduction in weight (of more than 10 kgs)
 - been continuously hospitalised for more than 7 days (other than fractures of leg or arm).
 - undergone any investigations (including basic radiological and blood tests) other than normal Health Check-ups and Insurance Medicals, or
 - had adverse result for any blood tests, X-Rays, ECG, Stress Test, Biopsies, CT Scan, MRI, Ultrasonography or 2D / 3D Echo etc.
- I do not engage or intend to engage in any business, sport or occupation or any hobby of a hazardous nature.
- For Females Lives Only:
 - I am currently not pregnant. I am not suffering from or nor have suffered from any complication of pregnancy.
 - I am not suffering from or nor have suffered from any diseases of breast/ uterus/ cervix?

Following questions are applicable ONLY for "Kotak Complete Cover Group Plan"

- I have not had any proposal and / or policy for life, health, accident or critical illness, including renewals / revivals therefor, declined or deferred by any insurance company in India or Overseas. I do not engage or intend to engage in any business, sport or occupation or any hobby of a hazardous nature.
- I have never been diagnosed with any form of internal or external congenital anomaly or defect. i.e. any condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.

DECLARATION BY THE MEMBER

I further declare that the above statements are true and complete in every respect related to my health and will form the basis of granting insurance cover to me, from Kotak Mahindra Life Insurance Company Ltd.[KLI]. I further hereby agree and give my consent to, the Policyholder for use of the contents of this declaration by KLI for examining and processing any claim arising, in respect of the insurance cover that may be provided to me under the referred group policy.

I hereby confirm that my intent to participate in the above plan for the Policyholder's customers is purely on a voluntary basis, I confirm and I confirm and agree that the insurance cover, if provided, will be governed by the provisions of the Insurance Act, 1938 and the Policy Contract under which the cover will be offered to me. I agree and understand that if I contract any of the above diseases between submitting this document and the date of commencement of the cover, I shall not be covered under the policy. I have also not withheld any material information or suppressed any fact. I undertake to notify KLI ("The Company") of any change in my state of health or occupation or any decisions subsequent to the signing of this declaration form and before the acceptance of the risk by the Company. I understand and agree that if any untrue statement be contained herein, I, my heirs, executors, administrators or assignees shall not be entitled to receive any benefits which may be provided to me on the faith of this declaration, including, inter alia the aforesaid insurance cover. I understand and acknowledge that insurance cover shall be as per terms and conditions detailed in the Policy Contract issued by KLI in favour of the policyholder and that KLI's decision in respect of all aspects of the referred group life insurance plan shall be final & binding. I hereby agree to and authorize the Policyholder / my Doctor / Hospital / Local, State, Central authority / Dealer / Distributor /my Employer to divulge or convey any information or particulars relevant to this Form / my admission into the referred Group Insurance Policy to KLI at any point during the continuance of my cover hereunder including any claim under the said Policy. I also permit KLI to approach me directly for any clarification related to this proposal and resulting policy I further agree that in case of fraud / mis-representation by me, the Policy will be treated in accordance with the Section 45 of the Insurance Act, 1938 and amendments there to from time to time.

Place : _____ Date : _____ Signature/Right Thumb impressions of life to be insured _____

AUTHORISATION OF CLAIM PAYMENT (applicable only for Regulated Entities*)

I authorise KLI to apply the benefits under this policy, first towards the loan outstanding, by paying the same directly to the Policyholder and the balance, if any, may be paid to myself and/or my nominee/legal heirs, as the case may be. I certify that this authorization is being effected in consideration of a loan obtained from the Policyholder. I further certify that the loan outstanding amount as confirmed by the Policyholder shall be considered as final and binding. I declare that the receipt of the benefits by the Policyholder and/or my nominee/ legal heirs shall be a valid and sufficient discharge of KLI's liabilities with respect to the life cover provided to me.

*Regulated Entities shall include: I. (a) Reserve Bank of India ("RBI") regulated Scheduled Banks (including co-operative Banks), (b)NBFCs having Certificate of Registration from RBI or (c)National Housing Bank ("NHB") regulated Housing Finance Companies (d) National Minority Development Finance Corporation (NMDFC) and its State Channelizing Agencies (e) Small Finance Banks regulated by RBI; II. Other Entities shall include the entities other than Regulated Entities.

Place : _____ Date : _____ Signature/Right Thumb impressions of life to be insured _____

Kotak Mahindra Life Insurance Company Ltd. (Formerly known as Kotak Mahindra Old Mutual Life Insurance Ltd.);
 CIN : U66030MH2000PLC128503, Regn. No.: 107, Regd. Office: 2nd Floor, Plot# C-12, G-Block, BKC, Bandra (E), Mumbai- 400 051. Website: <http://insurance.kotak.com>
 Email: clientservicedesk@kotak.com. Toll Free No.-1800 209 8800

Ref No.KLI /18-19/Nov-01

Trade Logo displayed above belongs to Kotak Mahindra Bank Limited and is used by Kotak Mahindra Life Insurance Company Ltd. under license.

DECLARATION WHERE SCRIBE IS INVOLVED (COMPULSORY FOR ALL DECLARATIONS SIGNED IN ANY VERNACULAR LANGUAGE)

I _____ (full name of scribe) have explained to the borrower the contents of this form in his own language and he/ she has fully understood the same. Also, I have explained that if any untrue statement is contained herein, the borrower, and/or the heirs, executors, administrators, assignees of the borrower shall not be entitled to receive any benefits, including, inter alia, benefits under any insurance policy procured on the faith of this Form.

Place : _____ Date : _____ Signature of the Scribe : _____

Place : _____ Date : _____ Witness / Policyholder Authorized Signatory : _____

Section 41 of the Insurance Act, 1938 states: (1) No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer: (2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.

Section 45 of the Insurance Act, 1938 States: The provisions of Section 45 of the Insurance Act, 1938 are applicable in the above contract. Please refer to Section 45 either on our website or contact our intermediary or visit the nearest branch for the full text.

Free Look Period : The member is offered 15 days free look period from the date of receipt of the Certificate of Insurance wherein the Member may choose to return the Certificate of Insurance within 30 days of receipt if s/he is not agreeable with any of the terms and conditions of the plan and receive the applicable refund amount.

Kotak Mahindra Life Insurance Company Ltd. (Formerly known as Kotak Mahindra Old Mutual Life Insurance Ltd.);
CIN : U66030MH2000PLC128503, Regn. No.: 107, Regd. Office: 2nd Floor, Plot# C-12, G-Block, BKC, Bandra (E), Mumbai- 400 051. Website: <http://insurance.kotak.com>
Email: clientservicedesk@kotak.com. Toll Free No.-1800 209 8800 Ref No.KLI /18-19/Nov-01

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From :

To :

Kotak Mahindra Bank Limited
27BKC, C 27, G Block
Bandra Kurla Complex
Bandra (E), Mumbai - 400 051

Dear Sir,

Reg. : Confirmation on the Payment of Insurance Premium etc.

I hereby confirm that the Insurance Premium of Rs. _____ including statutory levies, taxes, charges etc; will form part of the Loan Agreement executed by me and the amount of EMI repayable is inclusive of the amounts as indicated above.

Thanking you,
Yours faithfully

(Borrower)

To,

Date:

The Manager,
Kotak Mahindra Bank Ltd,
Address: _____

Subject - Request for Disbursement

Dear Sir,

This is with reference to the Loan No: _____ sanctioned for INR _____
to be remitted by Kotak Mahindra Bank Ltd. I hereby request you to please remit the amount payable on account of
_____ as per the details provided herewith by way of Banker's Cheque / RTGS / NEFT in the name of
Mr/Ms/Mrs/M/s _____ (Full Name) as per the details below

Disbursement Amount: INR _____

Part / Full / Final Loan amount

Date of Disbursement (Release of payment): <DD/MM/YYYY>

(The interest on the loan amount shall start from the date of release of payment from the bank).

Below mentioned are the details pertaining to my Current/Savings account wherein the amount needs to be remitted by way of
RTGS/NEFT

Beneficiary's Bank Name	
Branch Name	
IFSC Code	<input type="text"/>
Beneficiary Name	
Account Type	
Account Type (Re-confirm)	
Account Number	
Account Number (Re-confirm)	
Customer Contact No	

Note: IFSC code, known as Indian Financial System Code, is a special 11 character code allotted by RBI to all RTGS member banks

Regards,

For <Name of the borrower>

Name of Authorized Signatory : _____

