

TRN.Doc_IDFCFIRST/UnsecuredLoans/022022/V.1

CUSTOMER NAME : _____

LOAN ACCOUNT NUMBER : _____

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INSTRUCTIONS FOR FILLING DOCUMENTS

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

Vernacular declaration

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

Sign against appropriate box

BUSINESS INSTALMENT LOAN AGREEMENT

This Loan Agreement made on the day, month and year set out in the Annexure I hereto between the person(s) named in the Annexure-I to this Agreement of First Part;

AND

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

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

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

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

1. DEFINITIONS AND INTERPRETATION

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

- a) **"Age of Oldest Dues"** The age of oldest dues is reckoned in days from the date on which the oldest payment is due and continues to remain unpaid. In the aforesaid illustration, if the Dues relating to 1st February 2021 remain unpaid till 01.03.2021, the age of the oldest dues is reckoned as 29 days on 02.03.2021.
- b) **"Agreement"** means this agreement together with its annexure(s) entered into between the Borrower and the Bank. "Annexure" means the annexures (s) to this agreement as amended/modified from time to time which shall form an integral part thereof.
- c) **"Application"** means the application made by the Borrower to the Bank for Loan including all particulars, papers, documents and all other information submitted by the Borrower to the Bank for the purpose of the Loan.
- d) **"Applicable Rate of Interest"** means the Interest Rate, or the Revised Applicable Interest rate as the case may be, applicable to the Loan.
- e) **"Amortization Schedule/Repayment Schedule"** The Amortization Schedule shall be provided separately after the disbursement of loan and shall consist details pertaining to exact due dates for repayment of loan, breakup between principal and interest, in case of loan facilities with moratorium on payment of principal and/or interest, the exact date of commencement of repayment etc., shall also be specified in the said amortization schedule.
- f) **"Annexure"** means the annexure(s) to this Agreement as amended/modified from time to time, which shall form an integral part thereof.
- g) **"Borrower"** means one or more individual(s) sole proprietorship firm, a partnership firm, a limited liability partnership or a company whose name(s) and address(es) is/ are stated in Annexure I to this Agreement and Borrower, unless repugnant to the subject or context thereof shall be deemed to include legal heirs, representatives, administrators, successors and permitted assigns of the Borrower.
- h) **"Branch"** means the branch of the Bank at the place mentioned in the Annexure-I where the Loan is sanctioned/dischursed and shall include any other branch where the Loan account is maintained or transferred to at any time or from time to time at the sole discretion of the Bank.
- i) **"Business Day"** shall mean a day on which the Branch is open for general business as well as for the purposes of payment, settlement and clearing. In case, any date for payment of any dues under this Agreement falls on a day that is not a Business Day, such payments shall be made on the preceding Business Day.
- j) **"Broken Period Interest (BPI)"** means interest, at the rate indicated in the Annexure-I, on the Loan from the date/ dates of disbursement of the Loan to the date immediately prior to the date of commencement of EMI.
- k) **"Classification as Special Mention Account (SMA) and Non-Performing Asset (NPA)"**
Lending institutions will recognize the incipient stress in loan accounts, immediately on Default, by classifying them as Special Mention Accounts (SMA) The basis of classification of SMA /NPA Category shall be as follows:
 - l) **"Co-Borrower"** means one or more individual(s), sole proprietorship firm, a partnership firm, a limited liability partnership or a company whose name(s) and address(es) is/are stated in Schedule to this Agreement and Co-Borrower, unless repugnant to the subject or context thereof shall be deemed to include legal heirs, representatives, administrators, successors and permitted assigns of the Borrower:

- m) **"Dues"** shall mean the principal/interest/any charges levied on the loan account which are payable within the period stipulated as per the terms of sanction of the credit facility.
- n) **"Equated Monthly Instalment (EMI)"** means the amount of monthly payment consisting of principal and interest necessary to amortise the Loan.
- o) **"First In First Out"(FIFO)** - The relevance of 'First in First Out'(FIFO) is in appropriation of payments into the borrower account. The Principle of FIFO i.e., 'First In First Out accounting method is relevant to arrive at the No of days of overdue for determining the SMA/NPA status. The FIFO principle assumes that, the oldest outstanding dues in the loan account needs to be cleared first. The FIFO method thus requires that what is due first must be paid by the borrower first.

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

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

- p) **"Interest Rate"** means the rate of interest applicable on the Loan as mentioned in the Annexure-I. "Loan" means the amount of financial assistance as mentioned in the Annexure-I.
- q) **"Loan Account"** means account opened by the Bank in the name of the Borrower pursuant to the sanction of the Loan.
"Material Adverse Effect" shall mean the consequence of any event or circumstance which in the sole opinion of the Bank is or is likely to be: (i) adverse to the ability of the Borrower or its affiliates to perform or comply with its obligations under this Agreement and/or the other transaction documents; or (ii) prejudicial to the businesses, operations or financial condition, properties, Assets or prospects of the Borrower or its affiliates.
- s) **"Non-Performing Asset(NPA)"** is a loan or an advance where
 - i. interest and/or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan.
 - ii. the account remains 'out of order' as indicated below in respect of an Overdraft/Cash credit (OD/CC).
 - iii. the bill remains overdue for a period of more than 90 days in the case of bills purchased and discounted.
 - iv. the instalment of principal or interest thereon remains overdue for two crop seasons for short duration crops
 - v. the installment of principal or interest thereon remains overdue for one crop season for long duration crops.
- t) **"Overdue"** shall mean the principal/interest/any charges levied on the loan account which are payable, but have not been paid within the period stipulated as per the terms of sanction of the credit facility. In other words, any amount due to the bank under any credit facility is 'overdue' if it is not paid on the due date fixed by the bank.
- u) **"Out of Order"** An account shall be treated as "out of order" if
 - i. the outstanding balance in the CC/OD account remains continuously in excess of the sanctioned limit /drawing power for 90 days or
 - ii. the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days or the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but credits are not enough to cover the interest debited during the previous 90 power but credits are not enough to cover the interest debited during the previous 90 days period.
- v) **"Prepayment"** means premature repayment as per the terms and conditions laid down by the Bank in that behalf and in force at the time of prepayment.
- w) **"Revised Applicable Interest Rate"** means the interest at the rate as mentioned in Annexure I, as may be modified from time to time, payable by the Borrower to the Bank on any default in payment of any monies due and payable under this Agreement.
- x) **"Sanction Letter"** means the letter, if any, issued by the Bank and accepted by the Borrower sanctioning the Loan with the relevant particulars as mentioned in the letter including any such letter issued subsequently with any modification, which shall form an integral part of this Agreement. The Sanction letter shall be read in conjunction with the provisions of this Loan Agreement and in the event of any conflict in the terms of the aforesaid sanction letter and this Loan Agreement, the terms of Loan Agreement will prevail over the said Sanction Letter, also the Bank/IDFC First shall be entitled to alter/vary/modify the terms and conditions of this Agreement or the Sanction Letter at any time by notice in writing to the Borrower or notifying the same on its website, either on its own accord or as may be required by any Statutory Authority.

Loans other than revolving facilities Annexure to (k) under 1.1		Loans in the nature of revolving facilities like cash credit/overdraft	
SMA Sub-categories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue	SMA Sub-categories	Basis for classification – Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA-0		upto 30 days	
SMA-1	More than 30 days and upto 60 days	SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days	SMA-2	More than 60 days and upto 90 days

(Borrower)

(Co-borrower)

(Co-borrower)

Illustrative movement of an account to SMA category to NPA category based on delay in payment of dues and subsequent upgradation to Standard category at day end process:

Due date of payment	Payment Date	Payment covers	Age of oldest dues in days	SMA / NPA Categorisation	SMA Date since /SMA class date	Categorisation	NPA Date
01.01.2022	01.01.2022	Entire dues upto 01.01.2022		NIL			
01.02.2022	01.02.2022	Partly paid dues of 01.02.2022	1	SMA-O	01.02.2022		
01.02.2022	02.02.2022	Partly paid dues of 01.02.2022	2	SMA-O	01.02.2022		NA
01.03.2022		Dues of 01.02.2022 not fully paid 01.03.2022 is also due at EOD 01.03.2022	29	SMA-O	01.02.2022		
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not paid at EOD 01.03.2022	1	SMA-O	01.03.2022		
		No payment of full dues of 01.02.2022 and 01.03.2022 at EOD 03.03.2022	31	SMA- 1	01.02.2022 03.03.2022		
		Dues of 01.02.2022 fully paid , Due for 01.03.2022 not fully paid at EOD 1.03.2022	1	SMA-O	01.03.2022		
01.04.2022		No payment of dues of 01.02.2022 01.03.2022 and amount due on 01.04.2022 at EOD 01.04.2022	60	SMA 1	01.02.2022 03.03.2022		
		No payment of dues of 01.02.2022 till 01.04.22 at EOD 02.04.2022	61	SMA 2	01.02.2022 /02.04.2022		
01.05.2022		No payment of dues of 01.02.2022 till 01.05.22 at EOD 01.05.2022	90	SMA 2	01.02.2022 /02.04.2022		
		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 02.05.2022	91	NPA		NPA	02.05.2022
01.06.2022	01.06.2022	Fully Paid dues of 01.02.2022 at EOD 01.06.2022	93	NPA	NA		02.05.2022
01.07.2022	01.07.2022	Paid entire dues of 01.03.2022 & 01.04.2022 at EOD 01.07.2022	62	NPA	NA	NPA	02.05.2022
01.08.2022	01.08.2022	Paid entire dues of 01.05.2022 & 01.06.2022 at EOD 01.08.2022	32			NPA	02.05.2022
01.09.2022	01.09.2022	Paid entire dues of 01.07.2022 & 01.08.2022 at EOD 01.09.2022	1				02.05.2022
01.10.2022	01.10.2022	Paid entire dues of 01.09.2022 & 01.10.2022	0	Standard Account with No Overdues			STD from 01.10.2022

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

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

- i. All capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them under the Schedule/relevant Annexure(s);
- ii. Any expression not defined herein but defined in the General Clauses Act, 1897, the meaning or interpretation assigned to such expression therein shall also carry the same meaning herein;
- iii. A person includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
- iv. The singular includes the plural (and vice versa);
- v. Reference to the masculine gender includes references to the feminine gender and the neuter gender and vice versa.
- vi. Unless the context require or otherwise specifically mentioned, reference to the Borrower shall include Co-Borrower as well;
- vii. In the event of any disagreement or dispute between the Bank and the Borrower regarding the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Bank as to the materiality or reasonableness of any of the foregoing shall be final and binding on the Borrower.

2. LOAN AMOUNT

The Borrower agrees to borrow from the Bank and the Bank agrees to grant to the Borrower, the Loan upon the terms and conditions mentioned in this Agreement.

3. DISBURSEMENT**3.1**

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

- a. Disbursement shall be deemed to have been made to the Borrower on the date and on which the Borrower requires the pay order or demand draft of such disbursement to be drawn.; or direct transfer through NEFT or RTGS; or
- b. Disbursement of the Loan may be made directly to the Borrower or in favour of any other person specified by the Borrower or in any other manner as the Bank may deem fit at its sole discretion.
 - i. In the name of the previous financier towards the repayment of the previous loan to be taken over by utilising the loan
 - ii. In the name of the Borrower/Co-Borrower, at the discretion of the Bank.
- c. The disbursement shall be as per the disbursement request given by the Borrower from time to time. The Borrower hereby unconditionally and irrevocably authorizes the Bank to disburse the Loan as per the disbursement request, unless the Borrower makes a specific request to the Bank to stop disbursement by writing a letter informing the Bank of its intention to do so.

The Bank shall not be obliged to disburse the loan unless and until, the Borrower shall have complied with the disbursement conditions stipulated in the Sanction Letter and/or such other conditions as may be stipulated by the Bank from time to time.

The disbursement made as above shall be deemed to be a disbursement to the Borrower. A tentative disbursement schedule as requested by the Borrower at the time of execution of this Agreement is as contained in the Annexure II and Borrower shall be required to make disbursement request to the Bank as per the Annexure II.

3.2

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

- a. This Agreement is duly executed and delivered to the Bank by the Borrower;
- b. The Borrower's submission to the satisfaction of the Bank of a certificate of employment from his employer and his financial statements;
- c. The Borrower's submission to the Bank, post-dated cheques, standing instructions, electronic clearing statements towards repayment instalments; and
- d. The Borrower's submission of insurance policies, duly assigned in favour the Bank, as may be required by the Bank
- e. Any other document or writing as the Bank may require in its sole discretion.
- f. No Material Adverse Effect has occurred

Provided that the Bank may not, having disbursed any amount, disburse any further amount under the Loan unless the following conditions are complied with in the sole discretion of the Bank before such further disbursement:

- i. No event of default shall have occurred;
- ii. No Material Adverse Effect has occurred
- iii. The Borrower shall have produced evidence of the use of prior disbursements;
- iv. The Borrower shall have assigned in favour of the Bank, the insurance policy (ies) as required by the Bank;
- v. The Borrower shall have produced all or any other documents or writings as required by the Bank in its sole discretion,
- vi. which shall be binding on the Borrower.

Notwithstanding, anything to the contrary contained herein, the Borrower does hereby confirm that the disbursement shall be deemed to have been made on the date on which the Bank debits the Loan Account simultaneously with the disbursement of the Loan by issuing disbursement payment order/demand draft or otherwise without the Bank concerning itself with the receipt of such disbursement by the beneficiary/recipient and also with the realisation of such payment order/demand draft or the time taken in such realisation.

4. INTEREST, FEES/CHARGES/COSTS ETC.**4.1. Interest**

- a. The Borrower shall pay to the Bank, interest on the principal amount of the Loan outstanding from time to time at a rate equal to the Applicable Rate of Interest as mentioned in the Annexure-I .
- b. Notwithstanding anything to the contrary contained in this Agreement, the interest payable by the Borrower shall be subject to the changes in applicable rate of interest made by the Reserve Bank from time to time.
- c. Interest on the Loan shall begin to accrue from the date of debit to the Loan Account simultaneously with the Bank's disbursement of the Loan by issuing disbursement payment order/demand draft or otherwise without the Bank concerning itself with the receipt of such disbursement by the beneficiary/recipient and also with the realisation of such payment order/demand draft or the time taken in such realisation.
- d. Interest on the Loan shall be computed and debited to the Loan Account as following:
 - i. On the day of each calendar month / quarter / half year / year as stated in the Annexure-I;
 - ii. Taking the basis of 365 days a year;
 - iii. On the amount outstanding on the last day of the preceding period of one month/quarter/half year/year as stated in the Annexure-I.
 - iv. Interest from the date of debit to the Loan Account till the commencement of the EMI shall be payable every month as per the BPI mentioned in the Annexure-I, if applicable.
- e. The Bank may charge interest on the amounts due at the Revised Applicable Rate of Interest in accordance with the terms of this Agreement.

4.2. Fees/Charges/Costs

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

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

5. REPAYMENT**5.1.**

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

- i. at the Branch (or at any other branch of the Bank or at any other place as may be notified by the Bank) by way of post- dated cheque and/or standing instruction and/or electronic clearing system or in any other manner as the Bank may specify from time to time in writing.
- ii. by way of EMI as mentioned in the Annexure-I towards repayment of principal and interest; and
- iii. by way of amount calculated as per BPI and as mentioned in the Annexure-I, in case where the Loan is proposed to be paid before the commencement of EMI or towards repayment of interest before the commencement of the EMI.

5.2.

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

5.3.

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

5.4.

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

5.5.

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

5.6.

All the charges levied by the Bank/indicated in the Agreement including but not limited to the processing charges, service charges, disbursement charges, collection charges, penalties (if any), registration charges, Post Dated Cheque (PDC)/Standing Instruction (SI)/Electronic Clearing System (ECS) dishonour charges, swap charges and other charges/fees/costs etc. shall be exclusive

of all taxes and statutory levies as may be applicable on the same including but not limited to Goods & Service Tax and cesses thereon and shall become payable only upon the Bank exercising its right to levy the same, which may be reflected in the periodic account statements sent or in separate advices or other similar document. No delay or omission to exercise any right, power or remedy accruing to IDFC FIRST upon any breach or default of the customer(s) under this Agreement shall impair any such right, power or remedy of IDFC FIRST either under this Agreement or generally under any other law in place for the time being in force. Any waiver/acquiescence in respect of the events, relating to the levy of Charges, under this Agreement shall be at sole discretion of IDFC FIRST whether or not under intimation to the customer(s). IDFC FIRST further reserves the right to modify the Charges including addition of further category of similar Charges or waiver of any such Charges at its sole discretion, in connection with any Specified Event. The customer(s) absolutely and irrevocably acknowledges and consents that it shall be bound by any such modification in the nature or extent of Charges even if it the same is not expressly documented or intimated and the same shall be deemed to be an alteration/modification to the terms of this Agreement.

- 5.7. The Borrower agrees, declares and confirms that, notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other applicable law, or any terms and conditions to the contrary contained in this Agreement, the Bank may, at its absolute discretion, appropriate any payments made by the Borrower under this Agreement/any amounts realized by the Bank by enforcement of Security or otherwise, towards the dues payable by the Borrower to the Bank under this Agreement and/or other agreements entered into between the Borrower and the Bank and in any manner whatsoever.
- 5.8. **Delay in payment of EMI etc.**
- In the event of default/delay in payment of any EMI(s) or other monies payable under this Agreement, such defaulted amount shall carry Revised Applicable Interest Rate, computed from the respective due dates, and shall be compounded on daily basis; and
 - The Revised Applicable Interest shall be charged / debited to the Loan Account on the respective due dates and shall be deemed to form part of the outstanding Loan.
- 5.9. Post Dated Cheque (PDC)/Standing Instruction (SI) / Electronic Clearing System (ECS)/National Automated Clearing House (NACH):
- All the payments, if the Bank so decides, may be collected through PDCs which shall be handed over at Branch and submission of such PDCs shall be deemed to be an unconditional and irrevocable authority given by the Borrower to the Bank to present the cheques on their respective dates. The Bank shall have the authority to fill and finalise all such instruments. The expression PDC shall wherever the context so requires shall be deemed to include 'Electronic Clearing System' / 'Standing Instruction'/ National Automated Clearing House.
 - The Borrower shall submit with the Bank such minimum number of PDCs as may be prescribed by the Bank from time to time. Such PDCs shall be deemed to have been given for adequate consideration already received by the Borrower and shall not absolve the Borrower from its liability to pay the said sums hereunder until the PDC is duly realized.
 - It is expressly agreed and understood that the Borrower shall at no time issue any communication to the Bank for stopping or postponing the presentment of the PDCs and the Bank is not bound to take notice of any such communication and which, if issued, will be regarded as a breach of this Agreement.
 - The Borrower agrees in the event of any dishonour of PDC/SI/ECS/NACH instruction the Borrower agrees to pay a dishonour charges as shall be intimated by the Bank to the Borrower, in addition to any revised applicable interest that may be levied by the Bank.
 - The Borrower undertakes that in the event of any variation in:
 - the date of payment of EMI or any other amount payable under this Agreement;
 - the amount of interest, principal or EMIs;
 - the numbers thereof; or
 or if otherwise required by the Bank, the Borrower shall forthwith issue fresh PDCs/ ECS/SI/ NACH instructions to the Bank as may be required by the Bank
 - If the Borrower at any time during the tenure of the Loan, wishes to replace any PDC/ECS/SI/NACH Borrower will be required to pay swap charges as may be determined by the Bank for every PDC so replaced. It is clarified that it shall be at the sole discretion of the Bank to either replace the PDC or to refuse the same.
 - The Borrower hereby undertakes that the Borrower shall not close the account on which the PDC/SI/ECS is issued and also shall not change the authorized signatory/ies to the said account (where the Borrower is a company/ partnership firm) without the prior consent of the Bank.
 - Notwithstanding anything to the contrary contained in this Agreement and irrespective of the mode of repayment selected by the Borrower, upon any default by the Borrower in repayment of any of the EMI/PEMI/any other amount due under the Agreement, the Bank shall be entitled, without prejudice to its other rights under the Agreement or law, to present and/or re-present the PDC issued by the Borrower in favour of the Bank.
 - The Borrower shall not demand any return of the said PDCs or any other documents provided to the Bank in relation to the Loan at any point of time; in case of foreclosure of Loan, such PDCs will be destroyed by the Bank

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

5.10. Prepayment of Loan

- The Bank may, at its sole discretion and on such terms as to pre-payment fees, etc., as it may prescribe from time to time, permit pre-payment or acceleration of EMIs at the request of the Borrower. Subject to the applicable laws and if permitted by the Bank, the Borrower shall be entitled to give prior written notice of his intention to pre-pay the full/ part amount of Loan in accordance with the terms of this Agreement and pay to the Bank such charges mentioned in the Annexure-I, as amended from time to time.
- Subject to above, the Borrower is not allowed to pre-pay only a part of the Loan. The Bank shall be entitled to adjust the amount prepaid against the amount payable by the Borrower in such manner as the Bank thinks fit. and the Borrower agrees to adhere to such altered re-payment schedule.

5.11. Recall of the Loan by the Bank:

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

5.12. FORCE MAJEURE:

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

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

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

- Has furnished true and complete details in the Application are complete and correct;
- Shall utilise the Loan only for the purpose for which the same is availed;
- There are no pending claims demands litigation or proceedings against the Property before any court or authority;
- Shall whenever required by the Bank submit statements of annual income certified and audited by a practicing chartered accountant along with a copy of the tax returns filed with the income tax authorities duly certified by such chartered accountant and such other information/ documents concerning employment, trade, business, profession or otherwise as the Bank may require from time to time;
- Where applicable, shall inform the Bank of any likely change in his employment or about his/her superannuation/retirement.
- Shall (in case of more than one borrower) be jointly and severally liable to repay the Loan, interest and all other sums due and payable under this Agreement and to observe its terms and conditions;
- Shall notify the Bank regarding the change in his/her/their status as a resident/non-resident Indian. In case of being non-resident Indian/ person of India origin, shall abide by and fulfil the provisions of Foreign Exchange Management Act, 1999, as amended from time to time and all other applicable laws with respect to purchasing, retaining, using, selling immovable property in India and repatriating proceeds outside India and the Borrower shall indemnify and keep indemnified the Bank in that behalf.
- Shall not change the composition of the partners if the Borrower is a partnership firm.
- Shall not, in case the Borrower being a Company, permit any change in the ownership or control of the Borrower whereby the effective beneficial ownership or control of the Borrower shall change in any manner whatsoever, without the prior written consent of the Bank;
- Shall not, in case the Borrower being a Company, decide or enter into any scheme of merger, amalgamation, compromise or reconstruction without the prior written consent of the Bank;
- Shall not, in case the Borrower being a Company, make any amendments in the Borrower's Memorandum and Articles without the prior written consent of the Bank;
- Shall not, in case the Borrower being a Company, declare any dividend if any instalment towards principal or interest remains unpaid on its due date.
- Except to the extent disclosed to the Bank : (i) all the Borrower's contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arms' length basis; (ii) (a) where the Borrower is an individual, he/she is not a director or specified near relation of a director of a banking company; (b) where the Borrower is a partnership firm, none of the partners is a director or specified near relation of a director of a banking company; and (c) where the Borrower is a joint stock company, none of its directors, is a director or specified near relation of a director of a banking company; (iii) (a) where the Borrower is an individual, that he/she is not a specified near relation to any senior officer of the Bank, (b) where the Borrower is a partnership firm, none of the partners, is a specified near relation of any senior officer of the Bank, and (c) where the Borrower is a joint stock company, none of its directors, is a specified near relation of any senior officer of the Bank
- Shall ensure that neither the Borrower nor any director/partner/member of the Borrower has been declared a wilful defaulter; in case any director/ partner/member has been declared as a wilful defaulter, the Borrower shall take expeditious steps for removal of such person
- Its business and the purposes for which the loan is to be utilized are in compliance with and are not in default or violation in respect of any Laws.
- Shall not, during the tenure of this Agreement, avail of or obtain any further loan or facility without the prior written consent of the Bank.
- The Borrower acknowledges and accepts the rates of interest and its calculation method, other fees, charges and all other amounts payable as per the terms of this Agreement as reasonable and the Borrower has understood the meaning of each terms and financial implications, amounts payable and liabilities and obligations created under this Agreement.
- Any security(ies) furnished by the Borrower(s), under any other agreement entered into or to be entered into with the Bank, including its subsidiaries shall be deemed to be the security(ies) under this Agreement. Further the Borrower(s) agree(s) that the security(ies) offered in respect of this Loan shall be deemed to be continuing security(ies) in respect of other loan(s)/ facility(ies) obtained/to be obtained by the Borrower(s) from the Bank and shall not be discharged till such time all the loan(s)/facility(ies) are fully discharged to the satisfaction of the Bank.

7. EVENTS OF DEFAULT ETC.

7.1. The occurrence of any one or more of the following events, shall constitute an Event of Default under this Agreement:

- The Borrower fails to pay to the Bank any amount when due and payable

under this Agreement;

- b. If the Borrower fails to submit the requisite number of PDCs or if any of the PDC is dishonoured.
- c. The Borrower is unable or has admitted in writing its inability to pay any of its indebtedness as they mature or when due.
- d. The Borrower fails to pay to any person other than the Bank any amount when due and payable or any person other than the Bank demands repayment of the Loan or dues or liability of the Borrower to such person ahead of its repayment terms as previously agreed between such person and the Borrower;
- e. The Borrower defaults in performing any of his obligations under this Agreement or breaches any of the terms or conditions of this Agreement or any other documents, undertakings etc. executed in favour of the Bank;
- f. The Borrower opts to resign or retires from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever;
- g. The death, insolvency, failure in business, commission of an act of bankruptcy or winding-up, general assignment for the benefit of creditors, if the Borrower suspends payment to any creditors or threatens to do so, filing of any petition in bankruptcy by or against the Borrower;
- h. Any of the information provided by the Borrower to avail the Loan or any of his Representations, Warranties etc. herein being found to be or becoming incorrect or untrue;
- i. Any person other than the Bank commencing proceedings to declare the Borrower insolvent or if the Borrower shall become bankrupt or insolvent or commit act of insolvency;
- j. Any legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending against the Borrower or its Affiliates and/or its promoters, directors, partners, proprietor, trustees, (as applicable) in management of the Borrower or any of its assets which individually or in the aggregate would, if adversely determined, have a Material Adverse Effect.
- k. An event of default howsoever described occurs under any other agreement or document relating to any indebtedness of the Borrower with the Bank or if, any other lenders of the Borrower including financial institutions or banks with whom the Borrower has entered into agreements for financial assistance or any part thereof.
- l. Any other event, which in the Bank's sole opinion is likely to have materially adverse effect on the ability of the Borrower to make payments under this Agreement. The decision of the Bank as to whether or not an event of default has occurred shall be final and binding upon the Borrower.
- m. The Borrower agrees, confirms and acknowledges that any default by the Borrower under any other agreement or arrangement or guarantee or security or other indebtedness of the Borrower with the Bank or its subsidiaries/ affiliates shall constitute an event of default under this Agreement and vice-versa. The said amounts shall be deemed to be due and payable under this Agreement and vice-versa.
- n. On the question whether any of the above events/circumstances has occurred/ happened, the decision of the Bank shall be final, conclusive and binding on the Borrower.

7.2. Consequences of default:

- a. In the event of any default as mentioned in Clause 7.1 above the Bank shall have the right to:
 - i. Cancel/Recall the entire Loan and declare all monies outstanding under this Agreement to be due and immediately payable;
 - ii. Take any other action as it may deem fit for recovery of its dues and enforcement of the Securities.
- b. In addition to the rights and remedies the Bank may have under this Agreement, the Bank shall be irrevocably entitled and authorised to require the employer of the Borrower to make deductions from the salary/wages payable by the employer to the Borrower and remit the same to the Bank until the entire outstanding dues of the Borrower under this Agreement are completely discharged. The Borrower undertakes and agrees not to raise any objection to such deductions.
- c. The Bank may at any time in its sole discretion and without assigning any reason may also be entitled to communicate in any manner it may deem fit, to or with any person or persons including guarantors, person giving reference to loan, with a view to receiving assistance of such person or persons in recovering the defaulted amounts including but not limited to visiting the property and/or any place of work of the Borrower.

7.3. Set Off:

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

The Bank may at its absolute discretion appropriate any payments made by the Borrower under this loan Agreement towards repayment of any other loan outstanding under any other loan agreement or transaction entered into by the Borrower with the Bank and/or towards any other Indebtedness of the Borrower and such adjustment and/or appropriation shall be final and binding on the Borrower and the Borrower shall continue to remain liable to the Bank for payment of dues under this loan Agreement in respect of which such sums of money were so paid but were appropriated towards another outstanding dues under any other loan this Agreement or transaction entered into by the Borrower with the Bank or towards another Indebtedness of the Borrower. In addition, the Borrower hereby authorises the Bank to appropriate/adjust any balance amounts of the sale proceeds in possession of the Bank post appropriation/adjustment of the sale proceeds consequent of proceeds has the power to upon

sell/transfer or otherwise disposal of any and/or all security created in its favour of the Bank under the security documents or pursuant to this Agreement upon default/ breach of terms of this Agreement, or deposited with Bank or under its possession or control and appropriate the same towards satisfaction/repayment of any other loan/ amounts due to the Bank on account of under any another agreement or transaction entered into by the Borrower with the Bank and/ or the Indebtedness of the Borrower.

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

8. CONVERSION RIGHT

In case of the Company is the Borrower, on occurrence of any Event of Default, the Bank reserves its right to convert full/part of outstanding dues under the Facilities into equity shares at par or fair value whichever is lower, as per applicable laws. The Bank may also convert, if required, outstanding dues under the loan into equity in accordance with the extant RBI guidelines on Strategic Debt Restructuring Scheme (SDR).

9. APPOINTMENT OF NOMINEE DIRECTOR

In case of the Company is the Borrower, on occurrence of any Event of Default the Bank shall have the right to appoint and remove from time to time, one director on the Board of the Borrower during the tenure of the Loan (hereinafter referred to as "Nominee Director"). Such Nominee Director will be entitled to all rights and interest, remunerations, and fees payable to other directors of the Borrower. The Nominee Director shall not be required to hold qualification shares and not be liable to retire by rotation.

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

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

11. ASSIGNMENT AND TRANSFER

The Bank shall have a right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the Loan and outstanding amounts under the Loan or any other rights under this Agreement or any other document pursuant hereto to any person in a manner or under or under such terms and conditions as the Bank may decide in its sole discretion including reserving a right to the Bank to retain its power hereunder to proceed against the Borrower(s) on behalf of the purchaser, assignee or transferee, any or all outstanding and dues of the Borrower(s), to any third party of the Bank's choice without reference to or without intimation to the Borrower(s). Any such action and any such state, assignment, securitisation or transfer shall bind the Borrower(s) to accept such third party as creditor exclusively or as a joint creditor with the Bank, or as creditor exclusively with the right to the Bank to continue to exercise all powers hereunder on behalf of such third party and to pay over such outstanding and dues to such third party and or to the Bank as the Bank may direct. The third party shall have the authority of the Borrower(s) to collect the due amounts. The Borrower shall not transfer or assign the rights under this Agreement without previous written consent of the Bank.

12. DISCLOSURE/SHARING OF INFORMATION

The Borrower irrevocably agrees and consents to the Bank at any time i. In the Event of Default, the Bank/IDFC First shall also be entitled to communicate in any manner it may deem fit, to or with any person or persons including guarantors, person giving reference to loan, with a view to procure assistance of such person or persons in recovering the defaulted amounts including but not limited to visiting the property and/or any place of work of the Borrower.

ii. The Borrower agrees that the Bank/IDFC First may be required to disclose Borrower personal and financial information to the statutory authorities in connection with any legal process that may be initiated by such authorities in accordance with applicable laws.

iii. The Bank/IDFC First discourages the Borrower from sending or posting to the Bank's web site any information that the Borrower considers to be confidential or proprietary. Please note that if the Borrower do send or post any such information or material, the Bank/IDFC First will assume that it is not confidential. By sending or posting any information or material, the Borrower grant the Bank/IDFC First an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute those materials or information, and the Borrower agrees that the Bank/IDFC First is free to use any ideas, concepts, know-how or techniques that the Borrower sends or post for any purpose on this web site.

iv. The Borrower agrees that the Bank/IDFC First may also share Borrower information to provide Borrowers with superior services and a range of offers. The Bank/IDFC First may use this information to advise Borrowers about products, services and other marketing materials, which the Bank/IDFC First think may be of interest to Borrowers. The Bank/IDFC First further reserves the right to disclose the information to any third party if the disclosure of the same is for getting any additional service, products which may be beneficial to the Borrower, as per the sole assessment and discretion of The Bank/IDFC First.

v. The Bank/IDFC First will limit the collection and use of Borrower information only on a need-to-know basis to deliver better service to the Borrowers. The Bank/IDFC First may use and share the information provided by the Borrowers with its Affiliates and third parties for providing services and any service-related activities such as collecting subscription fees for such services, and notifying or contacting the Borrowers regarding any problem with, or the expiration of, such services. In this regard, it may be necessary to disclose the Borrower information to one or more agents and contractors of the Bank/IDFC First and their sub-contractors, but such agents, contractors, and sub-contractors will be required to agree to use the information obtained from the Bank/IDFC First only for the said purposes. The Borrower authorises the Bank/IDFC First to exchange, share, part with all information related to the details and transaction history of the Borrower to its Affiliates/ banks/ financial institutions/ credit bureaus/ agencies/ participation in any telecommunication or electronic clearing network as may be required by law, customary practice, credit reporting, statistical analysis and credit scoring, verification or risk management or any of the aforesaid purposes and shall not hold The Bank/IDFC First liable for use or disclosure of this information. The Bank/IDFC First values relationship with Borrower and will at all times strive to ensure Borrower's privacy.

The Borrower agrees that if the Borrower commits any breach of any provision of this Agreement or any default or delay in the repayment of the Loan or any amount payable under this Agreement whatsoever which the Borrowers is

liable to pay, the Bank shall have the unqualified right to disclose or publish the Borrower's name and particulars (including photographs and particulars of accounts), as a defaulter in such manner as the Bank may deem fit.

13. MISCELLANEOUS

13.1. Appointment of third parties by the Bank

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

13.2. Service of Notice

All notices, requests, demands, waivers or other communications (including Customer Copy of Loan Agreement, Key Fact Statement, Welcome Letter etc., under or in connection with this Agreement shall be given in writing by mail, e-mail, or fax as mentioned under the Schedule. Any such notice or other communication will be deemed to have been duly given if: (a) delivered personally; (b) sent by registered mail with postage prepaid; (c) sent by next-day or overnight mail/courier or delivery; or (d) sent by email/facsimile. Borrower confirms that all risks shall be fully borne by him and he assumes full responsibility for the same. Borrower agrees to immediately intimate the Bank of any change in the postal address, email ID and acknowledges that the Bank shall not be liable for any loss or damage that may be caused to the Borrower owing to change in address. Borrower understands that the communication, documents through email, SMS, instant messaging app etc., are for his/their own convenience. IDFC FIRST Bank shall not be liable or responsible for any breach of secrecy owing to communication/documents being sent digitally. Borrower shall verify the authenticity of the emails, instant messaging app etc., and shall not hold the Bank responsible for any statements received from frauds / imposters. Borrower shall not hold the Bank liable if any problem arises with his/their computer/mobile network. Borrower understand and agree that the email statements, SMS, documents, communications will only be sent to the first holder of either registered email id/registered Cell No/registered WhatsApp number. Borrower shall inform the Bank in writing if there is any change in his/their communication address. The Bank shall not be responsible incase if the Borrower's do not receive the statements due to incorrect communication address provided by Borrower or due to technical reasons. Borrower undertakes to take all necessary steps to ensure confidentiality and secrecy of the login name and password of the internet / email account.

13.3. Severability

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

13.4. Indemnity

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

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

13.5. Entire Agreement & Counterpart

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

13.6. Supremacy & Amendment

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

13.7. Waiver

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

13.8. Governing Law, Jurisdiction and Arbitration:

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

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

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

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

Or

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

IN WITNESS WHEREOF the Parties hereto have set their hand on the day, month and year mentioned in the Annexure-I. Signed and Delivered by the within named Borrower:

Date : _____

1. _____
Borrower Name

2. _____
Co-Borrower Name

3. _____
Co-Borrowers Name

4. _____
Co-Borrowers Name

Signature of the Borrower

Signature of the Co-Borrower

Signature of the Co-Borrower

Signature of the Co-Borrower

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

Signature : _____

SCHEDULE/ KEY FACT STATEMENT (ANNEXURE I)

Sr. No.	Particulars	
i	Loan Account Number (LAN No.)	
ii	Place of Execution of Agreement	
iii	Date of Execution of Agreement	
iv	Address of the Branch	
v	Name and Address of Borrower	Constitution: Individual Company Partnership Sole Proprietor Others _____ Name _____ Borrower Constitution _____ Address _____ _____ Email _____ Mobile No : _____ Contact _____
VI	Name and Address of the Co-Borrower	1. Constitution: Individual Company Partnership Sole Proprietor Others _____ Name _____ Borrower Constitution _____ Address _____ _____ Email _____ Mobile No : _____ Contact _____ 2. Constitution: Individual Company Partnership Sole Proprietor Others _____ Name _____ Borrower Constitution _____ Address _____ _____ Email _____ Mobile No : _____ Contact _____ 3. Constitution: Individual Company Partnership Sole Proprietor Others _____ Name _____ Borrower Constitution _____ Address _____ _____ Email _____ Mobile No : _____ Contact _____
VII	Loan Amount	Rs. _____ /- (Rupees _____ Only)
VIII	Purpose of Loan/End Use of Loan	
IX	Mode of communication of changes by bank	Email/Letter/SMS/WhatsApp
X	Fees	a. On application - NIL b. During the term of the loan - Refer schedule of charges *Please refer schedule of charges for other applicable fee
XI	Processing Fees	
XII	Tenure	_____ Months

(Borrower)

(Co-borrower)

(Co-borrower)

XIII	Applicable Rate of Interest Fixed Interest Rate	Fixed Interest Rate i. Fixed Rate of Interest shall be _____ % p.a. ii. Interest shall be calculated at _____ rest (monthly/quarterly/half yearly/yearly)
XIV	Penalty for delayed payments (Revise Applicable Rate of Interest)	Default Interest is levied in case of non-payment of the monthly payment. It is charged on the overdue instalment for the defaulted period. Please refer schedule of charges
XV	Moratorium Period	<input type="checkbox"/> Yes <input type="checkbox"/> No
XVI	Moratorium due day	
XVII	Repayment	<input type="checkbox"/> Frequency - Equated Monthly Instalment ii. EMI Amount: _____ iii. No. of EMIs: _____ iv. Period : From _____ To _____ v. EMI due day: _____ <input type="checkbox"/> Structured Equated Monthly Instalment: (i) EMI Period - From _____ to _____ EMI Amount _____ (ii) EMI Period - From _____ to _____ EMI Amount _____ (iii) EMI Period - From _____ to _____ EMI Amount _____
XVIII	Pre-EMI charges	
XIX	EMI Break-up	Total Principal due over entire tenure of loan: _____ Total Interest due over entire tenure of loan: _____
XX	Other Charges	i. Facilitation Fee: _____
XXI	Insurance premium charged -	i) Insurance Co. - Insurance product/type - Insurance premium - INR ii) Insurance Co. - Insurance product/type - Insurance Premium - INR iii) Insurance Co. - Insurance product/type - Insurance Premium - INR
XXII	Franking/Stamping Charges	
XXIII	Guarantors	1. Constitution: Individual Company Partnership Others : _____ Name : _____ Address : _____ _____ _____ 2. Constitution: Individual Company Partnership Others : _____ Name : _____ Address : _____ _____ _____

The Bank/IDFC First does not accept any payment either in cash or kind along with or in connection with its products at the time of applying for loan . Charges pertaining to Processing fees and those prescribed in the Loan Agreement/Sanction Letter/ Schedule of Charges are the only charges levied by the Bank/IDFC First. The Bank/IDFC First and any of its directors, employees and /or officers shall neither be liable for payment (if any) made in cash or kind nor shall also be held responsible for payment (if any) made to any third party.

End use declaration:

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

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

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

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

IDFC FIRST BANK LTD. BUSINESS LOANS - SCHEDULE OF CHARGES

Products/Type of charges	BUSINESS LOAN
EMI Bounce charges per presentation	400
Late payment/Penal charges/ Default interest/Overdue (per month)	2% of the unpaid EMI or Rs 300 whichever is higher
Cheque Swap charges (per swap)	500
Cancellation & Rebooking charges	10,000 towards Cancellation in case of uncashed disbursal cheques;10,000 + Interest from date of disbursal till receipt of cancellation request, in case of encased disbursal cheques
Foreclosure / Prepayment charges*	5% of Principle loan outstanding
Duplicate No Objection Certificate Issuance Charges	500
Physical Repayment Schedule	500
Physical Statement of Account	500
Document retrieval charges (per retrieval)	500
Stamping Charges (inclusive of Facilitation Fees)	As per actuals
Processing fees (inclusive of Administrative Charges)	Up to 3.5% of the loan amount
Part Payment charges	*Part Payment is not allowed
EMI Pickup/ Collection Charges	350

*Charges above are Exclusive of GST.

The Services accounting code would be provided by IDFC FIRST BANK and shall be binding on customer.

In case customer is related person to IDFC FIRST BANK, Goods and Services Tax (GST), as may be applicable, needs to be paid by customer.

Note: The above stipulated Schedule of Charges is subject to be revised from time to time by the Bank as will be updated on the official website of the Bank.

Signed and Delivered by the Borrower & Co- Borrower (s) in token of and in witness of them having read (and /or being explained),verified,understood, irrevocably agreed to, accepted, confirmed and declared all the clauses viz., 1 to 13 on all the pages No's 1 to -- of the Loan Agreement document, the Schedule , all contents thereof including all the terms and conditions contained therein and authenticated accuracy and correctness of the same.

Signed and Delivered by the within named Borrower:

Date : _____

1.	_____	_____
	Borrower Name	Signature of the Borrower
2.	_____	_____
	Co-Borrower Name	Signature of the Co-Borrower
3.	_____	_____
	Co-Borrowers Name	Signature of the Co-Borrower
4.	_____	_____
	Co-Borrowers Name	Signature of the Co-Borrower

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

Signature : _____

Customer Copy

BUSINESS INSTALMENT LOAN AGREEMENT

This Loan Agreement made on the day, month and year set out in the Annexure I hereto between the person(s) named in the Annexure-I to this Agreement of First Part;

AND

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

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

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

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

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

- a) **"Age of Oldest Dues"** The age of oldest dues is reckoned in days from the date on which the oldest payment is due and continues to remain unpaid. In the aforesaid illustration, if the Dues relating to 1st February 2021 remain unpaid till 01.03.2021, the age of the oldest dues is reckoned as 29 days on 02.03.2021.
- b) **"Agreement"** means this agreement together with its annexure(s) entered into between the Borrower and the Bank. "Annexure" means the annexures (s) to this agreement as amended/modified from time to time which shall form an integral part thereof.
- c) **"Application"** means the application made by the Borrower to the Bank for Loan including all particulars, papers, documents and all other information submitted by the Borrower to the Bank for the purpose of the Loan.
- d) **"Applicable Rate of Interest"** means the Interest Rate, or the Revised Applicable Interest rate as the case may be, applicable to the Loan.
- e) **"Amortization Schedule/Repayment Schedule"** The Amortization Schedule shall be provided separately after the disbursement of loan and shall consist details pertaining to exact due dates for repayment of loan, breakup between principal and interest, in case of loan facilities with moratorium on payment of principal and/or interest, the exact date of commencement of repayment etc., shall also be specified in the said amortization schedule.
- f) **"Annexure"** means the annexure(s) to this Agreement as amended/modified from time to time, which shall form an integral part thereof.
- g) **"Borrower"** means one or more individual(s) sole proprietorship firm, a partnership firm, a limited liability partnership or a company whose name(s) and address(es) is/ are stated in Annexure I to this Agreement and Borrower, unless repugnant to the subject or context thereof shall be deemed to include legal heirs, representatives, administrators, successors and permitted assigns of the Borrower.
- h) **"Branch"** means the branch of the Bank at the place mentioned in the Annexure-I where the Loan is sanctioned/dispensed and shall include any other branch where the Loan account is maintained or transferred to at any time or from time to time at the sole discretion of the Bank.
- i) **"Business Day"** shall mean a day on which the Branch is open for general business as well as for the purposes of payment, settlement and clearing. In case, any date for payment of any dues under this Agreement falls on a day that is not a Business Day, such payments shall be made on the preceding Business Day.
- j) **"Broken Period Interest (BPI)"** means interest, at the rate indicated in the Annexure-I, on the Loan from the date/ dates of disbursement of the Loan to the date immediately prior to the date of commencement of EMI.
- k) **"Classification as Special Mention Account (SMA) and Non-Performing Asset (NPA)"**
Lending institutions will recognize the incipient stress in loan accounts, immediately on Default, by classifying them as Special Mention Accounts (SMA) The basis of classification of SMA /NPA Category shall be as follows:
 - l) **"Co-Borrower"** means one or more individual(s), sole proprietorship firm, a partnership firm, a limited liability partnership or a company whose name(s) and address(es) is/are stated in Schedule to this Agreement and Co-Borrower, unless repugnant to the subject or context thereof shall be deemed to include legal heirs, representatives, administrators, successors and permitted assigns of the Borrower:
 - m) **"Dues"** shall mean the principal/interest/any charges levied on the loan account

which are payable within the period stipulated as per the terms of sanction of the credit facility.

- n) **"Equated Monthly Instalment (EMI)"** means the amount of monthly payment consisting of principal and interest necessary to amortise the Loan.
- o) **"First In First Out"(FIFO)** - The relevance of 'First In First Out'(FIFO) is in appropriation of payments into the borrower account. The Principle of FIFO i.e., 'First In First Out' accounting method is relevant to arrive at the No of days of overdue for determining the SMA/NPA status. The FIFO principle assumes that, the oldest outstanding dues in the loan account needs to be cleared first. The FIFO method thus requires that what is due first must be paid by the borrower first.
For example:- If in any loan account as on 01.02.2021 there are no overdues and an amount of Rs. X is due for payment towards principal instalment/interest/ charges any payment being credited on or after 01.02.2021 in the loan account will be used to pay-off the dues outstanding on 01.02.2021. Assuming that nothing is paid/or there is partial payment (Rs Y) of dues during the month of February, the overdue as on 01.03.2021 will be Rs. X-Y.
Additionally, an amount of Rs Z becomes due as on 01.03.2021. Now any payment partial payment into the account on or after 01.03.2021 will be first utilized to payoff the partial due of 01.02.2021(RsX-RsY). If there is more recovery that the Rs. X- Rs.Y then after recovering dues of 01.02.2021, the remaining amount will be treated as recovery towards due of 01.03.2021.
- p) **"Interest Rate"** means the rate of interest applicable on the Loan as mentioned in the Annexure-I. "Loan" means the amount of financial assistance as mentioned in the Annexure-I.
- q) **"Loan Account"** means account opened by the Bank in the name of the Borrower pursuant to the sanction of the Loan.
"Material Adverse Effect" shall mean the consequence of any event or circumstance which in the sole opinion of the Bank is or is likely to be: (i) adverse to the ability of the Borrower or its affiliates to perform or comply with its obligations under this Agreement and/or the other transaction documents; or (ii) prejudicial to the businesses, operations or financial condition, properties, Assets or prospects of the Borrower or its affiliates.
- s) **"Non-Performing Asset(NPA)"** is a loan or an advance where
 - i. interest and /or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan.
 - ii. the account remains 'out of order' as indicated below in respect of an Overdraft/Cash credit (OD/CC).
 - iii. the bill remains overdue for a period of more than 90 days in the case of bills purchased and discounted.
 - iv. the instalment of principal or interest thereon remains overdue for two crop seasons for short duration crops
 - v. the instalment of principal or interest thereon remains overdue for one crop season for long duration crops.
- t) **"Overdue"** shall mean the principal/interest/any charges levied on the loan account which are payable, but have not been paid within the period stipulated as per the terms of sanction of the credit facility. In other words, any amount due to the bank under any credit facility is 'overdue' if it is not paid on the due date fixed by the bank.
- u) **"Out of Order"** An account shall be treated as "out of order" if
 - i. the outstanding balance in the CC/OD account remains continuously in excess of the sanctioned limit /drawing power for 90 days or
 - ii. the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days or the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but credits are not enough to cover the interest debited during the previous 90 power but credits are not enough to cover the interest debited during the previous 90 days period.
- v) **"Prepayment"** means premature repayment as per the terms and conditions laid down by the Bank in that behalf and in force at the time of prepayment.
- w) **"Revised Applicable Interest Rate"** means the interest at the rate as mentioned in Annexure I, as may be modified from time to time, payable by the Borrower to the Bank on any default in payment of any monies due and payable under this Agreement.
- x) **"Sanction Letter"** means the letter, if any, issued by the Bank and accepted by the Borrower sanctioning the Loan with the relevant particulars as mentioned in the letter including any such letter issued subsequently with any modification, which shall form an integral part this Agreement. The Sanction Letter shall be read in conjunction with the provisions of this Loan Agreement and in the event of any conflict in the terms of the aforesaid sanction letter and this Loan Agreement, the terms of Loan Agreement will prevail over the said Sanction Letter, also the Bank/IDFC First shall be entitled to alter/vary/modify the terms and conditions of this Agreement or the Sanction Letter at any time by notice in writing to the Borrower or notifying the same on its website, either on its own accord or as may be required by any Statutory Authority.

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

(Borrower)

(Co-borrower)

(Co-borrower)

Illustrative movement of an account to SMA category to NPA category based on delay in payment of dues and subsequent upgradation to Standard category at day end process:

Due date of payment	Payment Date	Payment covers	Age of oldest dues in days	SMA / NPA Categorisation	SMA Date since /SMA class date	Categorisation	NPA Date
01.01.2022	01.01.2022	Entire dues upto 01.01.2022		NIL			
01.02.2022	01.02.2022	Partly paid dues of 01.02.2022	1	SMA-O	01.02.2022		
01.02.2022	02.02.2022	Partly paid dues of 01.02.2022	2	SMA-O	01.02.2022		NA
01.03.2022		Dues of 01.02.2022 not fully paid 01.03.2022 is also due at EOD 01.03.2022	29	SMA-O	01.02.2022		
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not paid at EOD 01.03.2022	1	SMA-O	01.03.2022		
		No payment of full dues of 01.02.2022 and 01.03.2022 at EOD 03.03.2022	31	SMA- 1	01.02.2022 03.03.2022		
		Dues of 01.02.2022 fully paid , Due for 01.03.2022 not fully paid at EOD 1.03.2022	1	SMA-O	01.03.2022		
01.04.2022		No payment of dues of 01.02.2022 01.03.2022 and amount due on 01.04.2022 at EOD 01.04.2022	60	SMA 1	01.02.2022 03.03.2022		
		No payment of dues of 01.02.2022 till 01.04.22 at EOD 02.04.2022	61	SMA 2	01.02.2022 /02.04.2022		
01.05.2022		No payment of dues of 01.02.2022 till 01.05.22 at EOD 01.05.2022	90	SMA 2	01.02.2022 /02.04.2022		
		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 02.05.2022	91	NPA		NPA	02.05.2022
01.06.2022	01.06.2022	Fully Paid dues of 01.02.2022 at EOD 01.06.2022	93	NPA	NA		02.05.2022
01.07.2022	01.07.2022	Paid entire dues of 01.03.2022 & 01.04.2022 at EOD 01.07.2022	62	NPA	NA	NPA	02.05.2022
01.08.2022	01.08.2022	Paid entire dues of 01.05.2022 & 01.06.2022 at EOD 01.08.2022	32			NPA	02.05.2022
01.09.2022	01.09.2022	Paid entire dues of 01.07.2022 & 01.08.2022 at EOD 01.09.2022	1				02.05.2022
01.10.2022	01.10.2022	Paid entire dues of 01.09.2022 & 01.10.2022	0	Standard Account with No Overdues			STD from 01.10.2022

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

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

- i. All capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them under the Schedule/relevant Annexure(s);
- ii. Any expression not defined herein but defined in the General Clauses Act, 1897, the meaning or interpretation assigned to such expression therein shall also carry the same meaning herein;
- iii. A person includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
- iv. The singular includes the plural (and vice versa);
- v. Reference to the masculine gender includes references to the feminine gender and the neuter gender and vice versa.
- vi. Unless the context require or otherwise specifically mentioned, reference to the Borrower shall include Co-Borrower as well;
- vii. In the event of any disagreement or dispute between the Bank and the Borrower regarding the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Bank as to the materiality or reasonableness of any of the foregoing shall be final and binding on the Borrower.

2. LOAN AMOUNT

The Borrower agrees to borrow from the Bank and the Bank agrees to grant to the Borrower, the Loan upon the terms and conditions mentioned in this Agreement.

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

- a. Disbursement shall be deemed to have been made to the Borrower on the date and on which the Borrower requires the pay order or demand draft of such disbursement to be drawn; or direct transfer through NEFT or RTGS; or
- b. Disbursement of the Loan may be made directly to the Borrower or in favour of any other person specified by the Borrower or in any other manner as the Bank may deem fit at its sole discretion.
 - i. In the name of the previous financier towards the repayment of the previous loan to be taken over by utilising the loan
 - ii. In the name of the Borrower/Co-Borrower, at the discretion of the Bank.
- c. The disbursement shall be as per the disbursement request given by the Borrower from time to time. The Borrower hereby unconditionally and irrevocably authorizes the Bank to disburse the Loan as per the disbursement request, unless the Borrower makes a specific request to the Bank to stop disbursement by writing a letter informing the Bank of its intention to do so.

The Bank shall not be obliged to disburse the loan unless and until, the Borrower shall have complied with the disbursement conditions stipulated in the Sanction Letter and/or such other conditions as may be stipulated by the Bank from time to time.

The disbursement made as above shall be deemed to be a disbursement to the Borrower. A tentative disbursement schedule as requested by the Borrower at the time of execution of this Agreement is as contained in the Annexure II and Borrower shall be required to make disbursement request to the Bank as per the Annexure II.

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

- a. This Agreement is duly executed and delivered to the Bank by the Borrower;
- b. The Borrower's submission to the satisfaction of the Bank of a certificate of employment from his employer and his financial statements;
- c. The Borrower's submission to the Bank, post-dated cheques, standing instructions, electronic clearing statements towards repayment instalments; and
- d. The Borrower's submission of insurance policies, duly assigned in favour of the Bank, as may be required by the Bank
- e. Any other document or writing as the Bank may require in its sole discretion.
- f. No Material Adverse Effect has occurred

Provided that the Bank may not, having disbursed any amount, disburse any further amount under the Loan unless the following conditions are complied with in the sole discretion of the Bank before such further disbursement:

- i. No event of default shall have occurred;
- ii. No Material Adverse Effect has occurred
- iii. The Borrower shall have produced evidence of the use of prior disbursements;
- iv. The Borrower shall have assigned in favour of the Bank, the insurance policy (ies) as required by the Bank;
- v. The Borrower shall have produced all or any other documents or writings as required by the Bank in its sole discretion,
- vi. which shall be binding on the Borrower.

Notwithstanding, anything to the contrary contained herein, the Borrower does hereby confirm that the disbursement shall be deemed to have been made on the date on which the Bank debits the Loan Account simultaneously with the disbursement of the Loan by issuing disbursement payment order/demand draft or otherwise without the Bank concerning itself with the receipt of such disbursement by the beneficiary/recipient and also with the realisation of such payment order/demand draft or the time taken in such realisation.

4. INTEREST, FEES/CHARGES/COSTS ETC.**4.1. Interest**

- a. The Borrower shall pay to the Bank, interest on the principal amount of the Loan outstanding from time to time at a rate equal to the Applicable Rate of Interest as mentioned in the Annexure-I .
- b. Notwithstanding anything to the contrary contained in this Agreement, the interest payable by the Borrower shall be subject to the changes in applicable rate of interest made by the Reserve Bank from time to time.
- c. Interest on the Loan shall begin to accrue from the date of debit to the Loan Account simultaneously with the Bank's disbursement of the Loan by issuing disbursement payment order/demand draft or otherwise without the Bank concerning itself with the receipt of such disbursement by the beneficiary/recipient and also with the realisation of such payment order/demand draft or the time taken in such realisation.
- d. Interest on the Loan shall be computed and debited to the Loan Account as following:
 - i. On the day of each calendar month / quarter / half year / year as stated in the Annexure-I;
 - ii. Taking the basis of 365 days a year;
 - iii. On the amount outstanding on the last day of the preceding period of one month/quarter/half year/year as stated in the Annexure-I.
 - iv. Interest from the date of debit to the Loan Account till the commencement of the EMI shall be payable every month as per the BPI mentioned in the Annexure-I, if applicable.
- e. The Bank may charge interest on the amounts due at the Revised Applicable Rate of Interest in accordance with the terms of this Agreement.

4.2. Fees/Charges/Costs

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

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

5. REPAYMENT**5.1.** The Loan (including the principal, interest thereon and any other charges, premium, fees, taxes levies or other dues payable by the Borrower to the Bank in terms of this Agreement) shall be repayable by the Borrower to the Bank

- i. at the Branch (or at any other branch of the Bank or at any other place as may be notified by the Bank) by way of post- dated cheque and/or standing instruction and/or electronic clearing system or in any other manner as the Bank may specify from time to time in writing.
- ii. by way of EMI as mentioned in the Annexure-I towards repayment of principal and interest; and
- iii. by way of amount calculated as per BPI and as mentioned in the Annexure-I, in case where the Loan is proposed to be paid before the commencement of EMI or towards repayment of interest before the commencement of the EMI.

5.2. No notice, reminder or intimation will be given to the Borrower regarding the Borrower's obligation to service the Loan/ other dues under this Agreement on each due date. It shall entirely be the Borrower's responsibility to ensure prompt and timely payment to the Bank.**5.3.** Notwithstanding anything to the contrary contained in this agreement, the Borrower agrees with the Bank that the Bank shall have the right at any time or from time to time to review and reschedule the repayment terms of the Loan or of the outstanding amount thereof in such manner and to such extent as the Bank may at its sole discretion decide.**5.4.** The Borrower also undertakes and agrees to pay the Interest on the loan, free from any deduction whether on account of tax or otherwise. Should any applicable law at any time require any deduction or withholding to be made from a payment, Borrower's liability in respect of such payment shall be for a revised amount such that after making of such deduction or withholding, the net payment shall be equal to the amount which the Bank would have received, had no such deduction or withholding been made. The Borrower shall hold the Bank harmless and fully indemnified for any claim which may be made in this regard by any tax authorities and undertake to pay forthwith any such demands which the Bank may become liable to pay. If the Borrower fails to pay the amount so demanded by the Bank, then the Borrower hereby authorises the Bank to take legal action, for the purpose of recovery of the said tax amount.**5.5.** The Borrower agrees and confirms of the amounts payable by the Borrower in terms of the Agreement under various heads towards diverse costs and charges and is aware that all amounts so paid by the Borrower shall be treated by the Bank as conclusive payments by the Borrower towards those respective costs and charges. The Borrower agrees that if at any time it is discovered that there are any amounts due to the Bank for which credit was erroneously passed by the Bank, then notwithstanding any NOC etc. that may have been issued by the Bank, the Bank shall be entitled to claim such amounts from the Borrower and the Borrower shall make such payment on a demand by the Bank to that effect.**5.6.** All the charges levied by the Bank/indicated in the Agreement including but not limited to the processing charges, service charges, disbursement charges, collection charges, penalties (if any), registration charges, Post Dated Cheque (PDC)/Standing Instruction (SI)/Electronic Clearing System (ECS) dishonour charges, swap charges and other charges/fees/costs etc. shall be exclusive

of all taxes and statutory levies as may be applicable on the same including but not limited to Goods & Service Tax and cesses thereon and shall become payable only upon the Bank exercising its right to levy the same, which may be reflected in the periodic account statements sent or in separate advices or other similar document. No delay or omission to exercise any right, power or remedy accruing to IDFC FIRST upon any breach or default of the customer(s) under this Agreement shall impair any such right, power or remedy of IDFC FIRST either under this Agreement or generally under any other law in place for the time being in force. Any waiver/acquiescence in respect of the events, relating to the levy of Charges, under this Agreement shall be at sole discretion of IDFC FIRST whether or not under intimation to the customer(s). IDFC FIRST further reserves the right to modify the Charges including addition of further category of similar Charges or waiver of any such Charges at its sole discretion, in connection with any Specified Event. The customer(s) absolutely and irrevocably acknowledges and consents that it shall be bound by any such modification in the nature or extent of Charges even if it the same is not expressly documented or intimated and the same shall be deemed to be an alteration/modification to the terms of this Agreement.

5.7. The Borrower agrees, declares and confirms that, notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other applicable law, or any terms and conditions to the contrary contained in this Agreement, the Bank may, at its absolute discretion, appropriate any payments made by the Borrower under this Agreement/any amounts realized by the Bank by enforcement of Security or otherwise, towards the dues payable by the Borrower to the Bank under this Agreement and/or other agreements entered into between the Borrower and the Bank and in any manner whatsoever.

5.8. Delay in payment of EMI etc.

- a. In the event of default/delay in payment of any EMI(s) or other monies payable under this Agreement, such defaulted amount shall carry Revised Applicable Interest Rate, computed from the respective due dates, and shall be compounded on daily basis; and
- b. The Revised Applicable Interest shall be charged / debited to the Loan Account on the respective due dates and shall be deemed to form part of the outstanding Loan.

5.9. Post Dated Cheque (PDC)/Standing Instruction (SI) / Electronic Clearing System (ECS)/National Automated Clearing House (NACH):

- i. All the payments, if the Bank so decides, may be collected through PDCs which shall be handed over at Branch and submission of such PDCs shall be deemed to be an unconditional and irrevocable authority given by the Borrower to the Bank to present the cheques on their respective dates. The Bank shall have the authority to fill and finalise all such instruments. The expression PDC shall wherever the context so requires shall be deemed to include 'Electronic Clearing System' / 'Standing Instruction'/ National Automated Clearing House.
- ii. The Borrower shall submit with the Bank such minimum number of PDCs as may be prescribed by the Bank from time to time. Such PDCs shall be deemed to have been given for adequate consideration already received by the Borrower and shall not absolve the Borrower from its liability to pay the said sums hereunder until the PDC is duly realized.
- iii. It is expressly agreed and understood that the Borrower shall at no time issue any communication to the Bank for stopping or postponing the presentation of the PDCs and the Bank is not bound to take notice of any such communication and which, if issued, will be regarded as a breach of this Agreement.
- iv. The Borrower agrees in the event of any dishonour of PDC/SI/ECS/NACH instruction the Borrower agrees to pay a dishonour charges as shall be intimated by the Bank to the Borrower, in addition to any revised applicable interest that may be levied by the Bank.
- v. The Borrower undertakes that in the event of any variation in:
 - a. the date of payment of EMI or any other amount payable under this Agreement;
 - b. the amount of interest, principal or EMIs;
 - c. the numbers thereof; or
 or if otherwise required by the Bank, the Borrower shall forthwith issue fresh PDCs/ ECS/SI/ NACH instructions to the Bank as may be required by the Bank
- vi. If the Borrower at any time during the tenure of the Loan, wishes to replace any PDC/ECS/SI/NACH Borrower will be required to pay swap charges as may be determined by the Bank for every PDC so replaced. It is clarified that it shall be at the sole discretion of the Bank to either replace the PDC or to refuse the same.
- vii. The Borrower hereby undertakes that the Borrower shall not close the account on which the PDC/SI/ECS is issued and also shall not change the authorized signatory/ies to the said account (where the Borrower is a company/ partnership firm) without the prior consent of the Bank.
- viii. Notwithstanding anything to the contrary contained in this Agreement and irrespective of the mode of repayment selected by the Borrower, upon any default by the Borrower in repayment of any of the EMI/PEMI/any other amount due under the Agreement, the Bank shall be entitled, without prejudice to its other rights under the Agreement or law, to present and/or re-present the PDC issued by the Borrower in favour of the Bank.
- ix. The Borrower shall not demand any return of the said PDCs or any other documents provided to the Bank in relation to the Loan at any point of time; in case of foreclosure of Loan, such PDCs will be destroyed by the Bank

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

5.10. Prepayment of Loan

- a. The Bank may, at its sole discretion and on such terms as to pre-payment fees, etc., as it may prescribe from time to time, permit pre-payment or acceleration of EMIs at the request of the Borrower. Subject to the applicable laws and if permitted by the Bank, the Borrower shall be entitled to give prior written notice of his intention to pre-pay the full/ part amount of Loan in accordance with the terms of this Agreement and pay to the Bank such charges mentioned in the Annexure-I, as amended from time to time.
- b. Subject to above, the Borrower is not allowed to pre-pay only a part of the Loan. The Bank shall be entitled to adjust the amount prepaid against the amount payable by the Borrower in such manner as the Bank thinks fit. and the Borrower agrees to adhere to such altered re-payment

schedule.

5.11. Recall of the Loan by the Bank:

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

5.12. FORCE MAJEURE:

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

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

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

- a. Has furnished true and complete details in the Application are complete and correct;
- b. Shall utilise the Loan only for the purpose for which the same is availed;
- c. There are no pending claims demands litigation or proceedings against the Property before any court or authority;
- d. Shall whenever required by the Bank submit statements of annual income certified and audited by a practicing chartered accountant along with a copy of the tax returns filed with the income tax authorities duly certified by such chartered accountant and such other information/ documents concerning employment, trade, business, profession or otherwise as the Bank may require from time to time;
- e. Where applicable, shall inform the Bank of any likely change in his employment or about his/her superannuation/retirement.
- f. Shall (in case of more than one borrower) be jointly and severally liable to repay the Loan, interest and all other sums due and payable under this Agreement and to observe its terms and conditions;
- g. Shall notify the Bank regarding the change in his/her/their status as a resident/non-resident Indian. In case of being non-resident Indian/ person of India origin, shall abide by and fulfil the provisions of Foreign Exchange Management Act, 1999, as amended from time to time and all other applicable laws with respect to purchasing, retaining, using, selling immovable property in India and repatriating proceeds outside India and the Borrower shall indemnify and keep indemnified the Bank in that behalf.
- h. Shall not change the composition of the partners if the Borrower is a partnership firm.
- i. Shall not, in case the Borrower being a Company, permit any change in the ownership or control of the Borrower whereby the effective beneficial ownership or control of the Borrower shall change in any manner whatsoever, without the prior written consent of the Bank;
- j. Shall not, in case the Borrower being a Company, decide or enter into any scheme of merger, amalgamation, compromise or reconstruction without the prior written consent of the Bank;
- k. Shall not, in case the Borrower being a Company, make any amendments in the Borrower's Memorandum and Articles without the prior written consent of the Bank;
- l. Shall not, in case the Borrower being a Company, declare any dividend if any instalment towards principal or interest remains unpaid on its due date.
- m. Except to the extent disclosed to the Bank : (i) all the Borrower's contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arms' length basis; (ii) (a) where the Borrower is an individual, he/she is not a director or specified near relation of a director of a banking company; (b) where the Borrower is a partnership firm, none of the partners is a director or specified near relation of a director of a banking company; and (c) where the Borrower is a joint stock company, none of its directors, is a director or specified near relation of a director of a banking company; (iii) (a) where the Borrower is an individual, that he/she is not a specified near relation to any senior officer of the Bank, (b) where the Borrower is a partnership firm, none of the partners, is a specified near relation of any senior officer of the Bank, and (c) where the Borrower is a joint stock company, none of its directors, is a specified near relation of any senior officer of the Bank
- n. Shall ensure that neither the Borrower nor any director/partner/member of the Borrower has been declared a wilful defaulter; in case any director/partner/member has been declared as a wilful defaulter, the Borrower shall take expeditious steps for removal of such person
- o. Its business and the purposes for which the loan is to be utilized are in compliance with and are not in default or violation in respect of any Laws.
- p. Shall not, during the tenure of this Agreement, avail of or obtain any further loan or facility without the prior written consent of the Bank.
- q. The Borrower acknowledges and accepts the rates of interest and its calculation method, other fees, charges and all other amounts payable as per the terms of this Agreement as reasonable and the Borrower has understood the meaning of each terms and financial implications, amounts payable and liabilities and obligations created under this Agreement.
- r. Any security(ies) furnished by the Borrower(s), under any other agreement entered into or to be entered into with the Bank, including its subsidiaries shall be deemed to be the security(ies) under this Agreement. Further the Borrower(s) agree(s) that the security(ies) offered in respect of this Loan shall be deemed to be continuing security(ies) in respect of other loan(s)/ facility(ies) obtained/to be obtained by the Borrower(s) from the Bank and shall not be discharged till such time all the loan(s)/facility(ies) are fully discharged to the satisfaction of the Bank.

7. EVENTS OF DEFAULT ETC.

7.1. The occurrence of any one or more of the following events, shall constitute an Event of Default under this Agreement:

- a. The Borrower fails to pay to the Bank any amount when due and payable under this Agreement;
- b. If the Borrower fails to submit the requisite number of PDCs or if any of the PDC is dishonoured.
- c. The Borrower is unable or has admitted in writing its inability to pay any of its indebtedness as they mature or when due.
- d. The Borrower fails to pay to any person other than the Bank any amount when due and payable or any person other than the Bank demands repayment of the Loan or dues or liability of the Borrower to such person ahead of its repayment terms as previously agreed between such person and the Borrower;
- e. The Borrower defaults in performing any of his obligations under this Agreement or breaches any of the terms or conditions of this Agreement or any other documents, undertakings etc. executed in favour of the Bank;
- f. The Borrower opts to resign or retires from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever;
- g. The death, insolvency, failure in business, commission of an act of bankruptcy or winding-up, general assignment for the benefit of creditors, if the Borrower suspends payment to any creditors or threatens to do so, filing of any petition in bankruptcy by or against the Borrower;
- h. Any of the information provided by the Borrower to avail the Loan or any of his Representations, Warranties etc. herein being found to be or becoming incorrect or untrue;
- i. Any person other than the Bank commencing proceedings to declare the Borrower insolvent or if the Borrower shall become bankrupt or insolvent or commit act of insolvency;
- j. Any legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending against the Borrower or its Affiliates and/or its promoters, directors, partners, proprietor, trustees, (as applicable) in management of the Borrower or any of its assets which individually or in the aggregate would, if adversely determined, have a Material Adverse Effect.
- k. An event of default howsoever described occurs under any other agreement or document relating to any indebtedness of the Borrower with the Bank or if, any other lenders of the Borrower including financial institutions or banks with whom the Borrower has entered into agreements for financial assistance or any part thereof.
- l. Any other event, which in the Bank's sole opinion is likely to have materially adverse effect on the ability of the Borrower to make payments under this Agreement. The decision of the Bank as to whether or not an event of default has occurred shall be final and binding upon the Borrower.
- m. The Borrower agrees, confirms and acknowledges that any default by the Borrower under any other agreement or arrangement or guarantee or security or other indebtedness of the Borrower with the Bank or its subsidiaries/ affiliates shall constitute an event of default under this Agreement and vice-versa. The said amounts shall be deemed to be due and payable under this Agreement and vice-versa.
- n. On the question whether any of the above events/circumstances has occurred/ happened, the decision of the Bank shall be final, conclusive and binding on the Borrower.

7.2. Consequences of default:

- a. In the event of any default as mentioned in Clause 7.1 above the Bank shall have the right to:
 - i. Cancel/Recall the entire Loan and declare all monies outstanding under this Agreement to be due and immediately payable;
 - ii. Take any other action as it may deem fit for recovery of its dues and enforcement of the Securities.
- b. In addition to the rights and remedies the Bank may have under this Agreement, the Bank shall be irrevocably entitled and authorised to require the employer of the Borrower to make deductions from the salary/wages payable by the employer to the Borrower and remit the same to the Bank until the entire outstanding dues of the Borrower under this Agreement are completely discharged. The Borrower undertakes and agrees not to raise any objection to such deductions.
- c. The Bank may at any time in its sole discretion and without assigning any reason may also be entitled to communicate in any manner it may deem fit, to or with any person or persons including guarantors, person giving reference to loan, with a view to receiving assistance of such person or persons in recovering the defaulted amounts including but not limited to visiting the property and/or any place of work of the Borrower.

7.3. Set Off:

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

The Bank may at its absolute discretion appropriate any payments made by the Borrower under this loan Agreement towards repayment of any other loan outstanding under any other loan agreement or transaction entered into by the Borrower with the Bank and/or towards any other Indebtedness of the Borrower and such adjustment and/or appropriation shall be final and binding on the Borrower and the Borrower shall continue to remain liable to the Bank for payment of dues under this loan Agreement in respect of which such sums of money were so paid but were appropriated towards another outstanding dues under any other loan this Agreement or transaction entered into by the Borrower with the Bank or towards another Indebtedness of the Borrower. In addition, the Borrower hereby authorises the Bank to appropriate/adjust any balance amounts of the sale proceeds in possession of the Bank post appropriation/

adjustment of the sale proceeds consequent of proceeds has the power to upon sell/transfer or otherwise disposal of any and/or all security created in its favour of the Bank under the security documents or pursuant to this Agreement upon default/ breach of terms of this Agreement, or deposited with Bank or under its possession or control and appropriate the same towards satisfaction/repayment of any other loan/ amounts due to the Bank on account of under any another agreement or transaction entered into by the Borrower with the Bank and/ or the Indebtedness of the Borrower.

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

8. CONVERSION RIGHT

In case of the Company is the Borrower, on occurrence of any Event of Default, the Bank reserves its right to convert full/part of outstanding dues under the Facilities into equity shares at par or fair value whichever is lower, as per applicable laws. The Bank may also convert, if required, outstanding dues under the loan into equity in accordance with the extant RBI guidelines on Strategic Debt Restructuring Scheme (SDR).

9. APPOINTMENT OF NOMINEE DIRECTOR

In case of the Company is the Borrower, on occurrence of any Event of Default the Bank shall have the right to appoint and remove from time to time, one director on the Board of the Borrower during the tenure of the Loan (hereinafter referred to as "Nominee Director"). Such Nominee Director will be entitled to all rights and interest, remunerations, and fees payable to other directors of the Borrower. The Nominee Director shall not be required to hold qualification shares and not be liable to retire by rotation.

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

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

11. ASSIGNMENT AND TRANSFER

The Bank shall have a right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the Loan and outstanding amounts under the Loan or any other rights under this Agreement or any other document pursuant hereto to any person in a manner or under or under such terms and conditions as the Bank may decide in its sole discretion including reserving a right to the Bank to retain its power hereunder to proceed against the Borrower(s) on behalf of the purchaser, assignee or transferee, any or all outstanding and dues of the Borrower(s), to any third party of the Bank's choice without reference to or without intimation to the Borrower(s). Any such action and any such state, assignment, securitisation or transfer shall bind the Borrower(s) to accept such third party as creditor exclusively or as a joint creditor with the Bank, or as creditor exclusively with the right to the the Bank to continue to exercise all powers hereunder on behalf of such third party and to pay over such outstanding and dues to such third party and or to the Bank as the Bank may direct. The third party shall have the authority of the Borrower(s) to collect the due amounts. The Borrower shall not transfer or assign the rights under this Agreement without previous written consent of the Bank.

12. DISCLOSURE/SHARING OF INFORMATION

The Borrower irrevocably agrees and consents to the Bank at any time i. In the Event of Default, the Bank/IDFC First shall also be entitled to communicate in any manner it may deem fit, to or with any person or persons including guarantors, person giving reference to loan, with a view to procure assistance of such person or persons in recovering the defaulted amounts including but not limited to visiting the property and/or any place of work of the Borrower.

ii. The Borrower agrees that the Bank/IDFC First may be required to disclose Borrower personal and financial information to the statutory authorities in connection with any legal process that may be initiated by such authorities in accordance with applicable laws.

iii. The Bank/IDFC First discourages the Borrower from sending or posting to the Bank's web site any information that the Borrower considers to be confidential or proprietary. Please note that if the Borrower do send or post any such information or material, the Bank/IDFC First will assume that it is not confidential. By sending or posting any information or material, the Borrower grant the Bank/IDFC First an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute those materials or information, and the Borrower agrees that the Bank/IDFC First is free to use any ideas, concepts, know-how or techniques that the Borrower sends or post for any purpose on this web site.

iv. The Borrower agrees that the Bank/IDFC First may also share Borrower information to provide Borrowers with superior services and a range of offers. The Bank/IDFC First may use this information to advise Borrowers about products, services and other marketing materials, which the Bank/IDFC First think may be of interest to Borrowers. The Bank/IDFC First further reserves the right to disclose the information to any third party if the disclosure of the same is for getting any additional service, products which may be beneficial to the Borrower, as per the sole assessment and discretion of The Bank/IDFC First.

v. The Bank/IDFC First will limit the collection and use of Borrower information only on a need-to-know basis to deliver better service to the Borrowers. The Bank/IDFC First may use and share the information provided by the Borrowers with its Affiliates and third parties for providing services and any service-related activities such as collecting subscription fees for such services, and notifying or contacting the Borrowers regarding any problem with, or the expiration of, such services. In this regard, it may be necessary to disclose the Borrower information to one or more agents and contractors of the Bank/IDFC First and their sub-contractors, but such agents, contractors, and sub-contractors will be required to agree to use the information obtained from the Bank/IDFC First only for the said purposes. The Borrower authorises the Bank/IDFC First to exchange, share, part with all information related to the details and transaction history of the Borrower to its Affiliates/ banks/ financial institutions/ credit bureaus/ agencies/ participation in any telecommunication or electronic clearing network as may be required by law, customary practice, credit reporting, statistical analysis and credit scoring, verification or risk management or any of the aforesaid purposes and shall not hold The Bank/IDFC First liable for use or disclosure of this information. The Bank/IDFC First values relationship with Borrower and will at all times strive to ensure Borrower's privacy.

The Borrower agrees that if the Borrower commits any breach of any provision of this Agreement or any default or delay in the repayment of the Loan or any

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

13. MISCELLANEOUS

13.1. Appointment of third parties by the Bank

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

13.2. Service of Notice

All notices, requests, demands, waivers or other communications (including Customer Copy of Loan Agreement, Key Fact Statement, Welcome Letter etc., under or in connection with this Agreement shall be given in writing by mail, e-mail, or fax as mentioned under the Schedule. Any such notice or other communication will be deemed to have been duly given if: (a) delivered personally; (b) sent by registered mail with postage prepaid; (c) sent by next-day or overnight mail/courier or delivery; or (d) sent by email/facsimile. Borrower confirms that all risks shall be fully borne by him and he assumes full responsibility for the same. Borrower agrees to immediately intimate the Bank of any change in the postal address, email ID and acknowledges that the Bank shall not be liable for any loss or damage that may be caused to the Borrower owing to change in address. Borrower understands that the communication, documents through email, SMS, instant messaging app etc., are for his/their convenience. IDFC FIRST Bank shall not be liable or responsible for any breach of secrecy owing to communication/documents being sent digitally. Borrower shall verify the authenticity of the emails, instant messaging app etc., and shall not hold the Bank responsible for any statements received from frauds / imposters. Borrower shall not hold the Bank liable if any problem arises with his/their computer/mobile network. Borrower understand and agree that the email statements, SMS, documents, communications will only be sent to the first holder of either registered email id/registered Cell No/registered WhatsApp number. Borrower shall inform the Bank in writing if there is any change in his/their communication address. The Bank shall not be responsible in case if the Borrower's do not receive the statements due to incorrect communication address provided by Borrower or due to technical reasons. Borrower undertakes to take all necessary steps to ensure confidentiality and secrecy of the login name and password of the internet / email account.

13.3. Severability

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

13.4. Indemnity

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

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

13.5. Entire Agreement & Counterpart

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

13.6. Supremacy & Amendment

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

13.7. Waiver

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

13.8. Governing Law, Jurisdiction and Arbitration:

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

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

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

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

Or

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

IN WITNESS WHEREOF the Parties hereto have set their hand on the day, month and year mentioned in the Annexure-I. Signed and Delivered by the within named Borrower:

Date : _____

1.	Borrower Name	Signature of the Borrower
2.	Co-Borrower Name	Signature of the Co-Borrower
3.	Co-Borrowers Name	Signature of the Co-Borrower
4.	Co-Borrowers Name	Signature of the Co-Borrower

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

Signature : _____

SCHEDULE/ KEY FACT STATEMENT (ANNEXURE I)

Sr. No.	Particulars	
i	Loan Account Number (LAN No.)	
ii	Place of Execution of Agreement	
iii	Date of Execution of Agreement	
iv	Address of the Branch	
v	Name and Address of Borrower	Constitution: Individual Company Partnership Sole Proprietor Others _____ Name _____ Borrower Constitution _____ Address _____ _____ Email _____ Mobile No : _____ Contact _____
VI	Name and Address of the Co-Borrower	1. Constitution: Individual Company Partnership Sole Proprietor Others _____ Name _____ Borrower Constitution _____ Address _____ _____ Email _____ Mobile No : _____ Contact _____ 2. Constitution: Individual Company Partnership Sole Proprietor Others _____ Name _____ Borrower Constitution _____ Address _____ _____ Email _____ Mobile No : _____ Contact _____ 3. Constitution: Individual Company Partnership Sole Proprietor Others _____ Name _____ Borrower Constitution _____ Address _____ _____ Email _____ Mobile No : _____ Contact _____
VII	Loan Amount	Rs. _____ /- (Rupees _____ Only)
VIII	Purpose of Loan/End Use of Loan	
IX	Mode of communication of changes by Bank	Email/Letter/SMS/WhatsApp
X	Fees	a. On application - NIL b. During the term of the loan - Refer schedule of charges *Please refer schedule of charges for other applicable fee
XI	Processing Fees	
XII	Tenure	_____ Months
XIII	Applicable Rate of Interest Fixed Interest Rate	Fixed Interest Rate i. Fixed Rate of Interest shall be _____ % p.a. ii. Interest shall be calculated at _____ rest (monthly/quarterly/half yearly/yearly)

(Borrower)

(Co-borrower)

(Co-borrower)

XIV	Penalty for delayed payments (Revise Applicable Rate of Interest)	Default Interest is levied in case of non-payment of the monthly payment. It is charged on the overdue instalment for the defaulted period. Please refer schedule of charges
XV	Moratorium Period	<input type="checkbox"/> Yes <input type="checkbox"/> No
XVI	Moratorium due day	
XVII	Repayment	<input type="checkbox"/> Frequency - Equated Monthly Instalment ii. EMI Amount: _____ iii. No. of EMIs: _____ iv. Period : From _____ To _____ v. EMI due day: _____ <input type="checkbox"/> Structured Equated Monthly Instalment: (i) EMI Period - From _____ to _____ EMI Amount _____ (ii) EMI Period - From _____ to _____ EMI Amount _____ (iii) EMI Period - From _____ to _____ EMI Amount _____
XVIII	Pre-EMI charges	
XIX	EMI Break-up	Total Principal due over entire tenure of loan _____ Total Interest due over entire tenure of loan _____
XX	Other Charges	i. Facilitation Fee: _____
XXI	Insurance premium charged -	i) Insurance Co. - Insurance product/type - Insurance premium - INR _____ ii) Insurance Co. - Insurance product/type - Insurance Premium - INR _____ iii) Insurance Co. - Insurance product/type - Insurance Premium - INR _____
XXII	Guarantors	1. Constitution: Individual Company Partnership Others : _____ Name : _____ Address : _____ _____ _____ 2. Constitution: Individual Company Partnership Others : _____ Name : _____ Address : _____ _____ _____

The Bank/IDFC First does not accept any payment either in cash or kind along with or in connection with its products at the time of applying for loan . Charges pertaining to Processing fees and those prescribed in the Loan Agreement/Sanction Letter/ Schedule of Charges are the only charges levied by the Bank/IDFC First. The Bank/IDFC First and any of its directors, employees and /or officers shall neither be liable for payment (if any) made in cash or kind nor shall also be held responsible for payment (if any) made to any third party.

End use declaration:

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

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

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

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

IDFC FIRST BANK LTD. BUSINESS LOANS - SCHEDULE OF CHARGES

Products/Type of charges	BUSINESS LOAN
EMI Bounce charges per presentation	400
Late payment/Penal charges/ Default interest/Overdue (per month)	2% of the unpaid EMI or Rs 300 whichever is higher
Cheque Swap charges (per swap)	500
Cancellation & Rebooking charges	10,000 towards Cancellation in case of uncashed disbursal cheques;10,000 + Interest from date of disbursal till receipt of cancellation request, in case of encased disbursal cheques
Foreclosure / Prepayment charges*	5% of Principle loan outstanding
Duplicate No Objection Certificate Issuance Charges	500
Physical Repayment Schedule	500
Physical Statement of Account	500
Document retrieval charges (per retrieval)	500
Stamping Charges (inclusive of Facilitation Fees)	As per actuals
Processing fees (inclusive of Administrative Charges)	Up to 3.5% of the loan amount
Part Payment charges	*Part Payment is not allowed
EMI Pickup/ Collection Charges	350

*Charges above are Exclusive of GST.

The Services accounting code would be provided by IDFC FIRST BANK and shall be binding on customer.

In case customer is related person to IDFC FIRST BANK, Goods and Services Tax (GST), as may be applicable, needs to be paid by customer.

Note: The above stipulated Schedule of Charges is subject to be revised from time to time by the Bank as will be updated on the official website of the Bank.

Signed and Delivered by the Borrower & Co- Borrower (s) in token of and in witness of them having read (and /or being explained),verified,understood, irrevocably agreed to, accepted, confirmed and declared all the clauses viz., 1 to 13 on all the pages No's 1 to -- of the Loan Agreement document, the Schedule , all contents thereof including all the terms and conditions contained therein and authenticated accuracy and correctness of the same.

Signed and Delivered by the within named Borrower:

Date : _____

- | | | |
|----|-------------------|------------------------------|
| 1. | _____ | _____ |
| | Borrower Name | Signature of the Borrower |
| 2. | _____ | _____ |
| | Co-Borrower Name | Signature of the Co-Borrower |
| 3. | _____ | _____ |
| | Co-Borrowers Name | Signature of the Co-Borrower |
| 4. | _____ | _____ |
| | Co-Borrowers Name | Signature of the Co-Borrower |

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

Signature : _____

**IDFC FIRST BANK LTD
DISBURSAL REQUEST FORM**

To,

Date: ____ / ____ / ____

IDFC FIRST BANK,

Application Reference Number : _____

I/we have been sanctioned a Business Loan of '_____/-' by IDFC FIRST Bank Limited. I now wish to take the disbursement of my loan and request you to make a disbursement dated _____ as per following details after deduction of loan processing fees which has not been paid me/us.

Cheque Amout _____ Beneficiary Name _____
Payable at _____ Bank account details (A/C Number/Bank/Branch) _____

I/We are aware that the Pre-EMI interest on the disbursement amount will apply from the date of disbursement till the commencement of First EMI if the disbursement is taken after 18th of the month and the First EMI will start only form 2nd of the next month. However, if the disbursement is availed on or before 18th of any month, no Pre-EMI will be charged and EMI will commence from 2nd the immediately following month. I/We agree to the said Pre-EMI amount being deducted from my disbursement itself.

Declaration by	Name	Signature of Authorised Signatory
Borrower		
Co-Borrowers		



Mandate Instruction Form for NACH

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

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

From To

Signature Primary Account Holder

Signature of Account Holder

Signature of Account Holder

Or Until CancelledPhone No.

1 Name as in bank records

2 Name as in bank records

3 Name as in bank records



Mandate Instruction Form for NACH

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

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

From To

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3 Name as in bank records



DIRECT DEBIT MANDATE FORM

To,
The Manager
IDFC FIRST Bank Limited,
_____ Branch

Ref: _____

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

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

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

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

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

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

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

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

NAME OF ACCOUNT HOLDER(S) _____

ACCOUNT NUMBER _____

ACCOUNT TYPE _____

LOAN ACCOUNT NUMBER _____

DATE OF EFFECT _____

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

SIGNATURE OF ACCOUNT HOLDER (1)

SIGNATURE OF ACCOUNT HOLDER (2)

Place _____

Place _____

Date
D D M M Y Y Y Y

Date
D D M M Y Y Y Y

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

Name:

Employee ID :

Date
D D M M Y Y Y Y

Bank Stamp and Signature of Authorised Official

SCHEDULES FOR GUARANTOR DEED
SCHEDULE I

1 Date and Place of Execution of the Deed: ___ / ___ / ____

2 Borrower Name:

a _____

b _____

3 Guarantor(s) Name:

a _____

b _____

4 Details of Facility(ies):

Sr. No.	Nature of Facility	Amount of Facility
1)		INR - _____, /- (In words - Rupees _____ _____) Only)

5 Loan Agreement dated _____ executed by and between the Borrower and the Bank

SCHEDULE II

Details of the assets of the Guarantor(s)

Sr. No.	Immovable Property	Location Details Plot no/Khasra No/ Village/Dist & State	Value as per net worth certificate
1)			
2)			
3)			
4)			
Sr. No.	Movable Property	Location Details/Machinery details	Value as per net worth certificate
1)	Plant/Machinery/Vehicle		
2)			
Sr. No.	Movable Property	Details	Value as per net worth certificate
1)	Bank Account		
2)	Fixed Deposit/Bonds/Debentures/ other securities details		
3)	Shares with DP details		
4)	Shares in physical form with (company details)		

To be signed by Borrower(s)

DEMAND PROMISSORY NOTEDate
DD MM YY YY

Place: _____

ON DEMAND I/We _____ unconditionally/jointly and severally unconditionally promise to pay to IDFC FIRST BANK LIMITED ("the Bank"), having its registered office at KRM Tower, 8 Floor, No-1,

Harrington Road, Chetpet, Chennai- 600031 and having a branch office at _____

_____ or order the sum of Rs. _____ /- (Rs. _____ only) together with interest thereon at the rate as defined in the Business Loan Agreement dated _____, per annum computed with monthly rests for the value received. Presentment for payment, noting and any type of de and any type of demur or protest of the note are hereby unconditionally and irrevocably waived.

Name of the Borrower _____

Signature of the Borrower _____

Name of the Co-Borrower(s) _____

Signature of the Co-Borrower(s) _____

Revenue Stamp of ₹1/- (sign across Revenue Stamp) (Rubber Stamp to be affix)

MEMORANDUM

(IF DOCUMENTS ARE SIGNED IN VERNACULAR LANGUAGE OR
BY VISUALLY HADICAPPED / ILLITERATE PERSONS)

To,

IDFC FIRST Bank Limited ("the Bank")

Dear Sirs,

I, _____, son / daughter / wife of _____, aged _____ years and residing at _____, do hereby state, declare and solemnly affirm as follows;

I have read out and explained all of the contents of the Bank's Credit Facility Application and Bank's standard Terms and conditions for facilities for Purchase of / against products, as referred to in the application form, the unattested deed of hypothecation, irrevocable power of attorney and all other documents incidental to applying for, and availing of the facility (as defined in the Credit Facility Application Form) from the Bank to Mr / Ms. _____ in _____ language and he / she has confirmed to me that he / she has understood all of such terms and conditions (as specified / referred to in the Credit facility application form and all other documents being executed / submitted by him /them to the Bank) and have agreed to abide by all of such terms and conditions for the facility. Pursuant to the same, he/she has affixed his / her signature / thumb impression herein below as well as on the application form and such other documents as referred to above.

Yours faithfully,

Signature / Thumb Impression of the borrower / third party security provider: _____
_____ I hereby confirm that whatever I have stated hereinabove is true and correct to the best of my knowledge and belief.

Dated this _____ on this _____ date of _____, 200 ____.

Name: _____

- ☞ Relation to applicant: _____
- ☞ The RM/DSA who has approached the client signs this declaration in absence of a relative.

18. Loan Details:

Loan Amount: _____

Loan Tenure: _____ Years

19. Coverage Details:

<u>FIRE INSURANCE</u>	Structure Sum Insured: INR as per Calculation Sheet.																	
Sum Insured for Building and Contents	Cover Tenure: _____																	
	Period of Coverage:																	
	<table border="1" style="width: 100%; text-align: center;"> <tr> <td>From</td> <td>D</td> <td>D</td> <td>M</td> <td>M</td> <td>Y</td> <td>Y</td> <td>Y</td> <td>Y</td> <td>To</td> <td>D</td> <td>D</td> <td>M</td> <td>M</td> <td>Y</td> <td>Y</td> <td>Y</td> <td>Y</td> </tr> </table>	From	D	D	M	M	Y	Y	Y	Y	To	D	D	M	M	Y	Y	Y
From	D	D	M	M	Y	Y	Y	Y	To	D	D	M	M	Y	Y	Y	Y	
Contents Sum Insured: 40% of Structure Sum Insured subject to max 1 Cr.																		
	Cover Tenure: 1 year																	
<u>BURGLARY & HOUSE BREAKING INSURANCE</u>																		
Sum Insured for Burglary & Housebreaking	Contents: 40% of Structure Sum Insured subject to max 1 Cr.																	
	Cover Tenure: 1 year																	
<u>PERSONAL ACCIDENT</u>																		
Sum Insured for Personal Accident	Applicant: Outstanding Loan Amount subject to max 10 Cr.																	
	Cover Tenure: 1 year																	
NOTE : Personal Accident coverage includes Death due to accident or Permanent Total Disability due to accident.																		

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

Please fill up the request for authorization form attached with this Enrolment form to receive Claim/ Refund payments if any, directly into your bank account through NEFT if the premium paid is more than Rs 25000/-

DECLARATIONS:

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

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

Date: _____

Place: _____

Signature of the Proposer: _____

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

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

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



Future Generali India Insurance Company Limited, Corporate & Registered Office : 6th Floor, Tower - 3, Indiabulls Finance Center, Senapati Bapat Marg, Elphinstone Road, Mumbai - 400013, Maharashtra Care Line:- 1800-220-233, 1860-500-3333, 022-67837800 Email : fgcare@futuregenerali.in, Website : www.futuregenerali.in IRDA Regn. No 132, CIN - U66030MH2006PLC165287

PRFCFG01_Ver_07

MEMBER ENROLLMENT FORM – SMQ REGULATED ENTITY



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

Sar utha ke jyo!

Plan:	<input type="checkbox"/> HDFC Group Term Insurance Plan	<input type="checkbox"/> HDFC Life Group Credit Protect	<input type="checkbox"/> HDFC Life Group Credit Protect Plus															
Option:	N.A.	N.A.	<input type="checkbox"/> Life Option <input type="checkbox"/> Extra Life Option <input type="checkbox"/> Terminal Life Option <input type="checkbox"/> Critical Life Option 1 <input type="checkbox"/> Critical Life Option 2 <input type="checkbox"/> Life Disability Option															
Sum Assured (INR) _____ Premium (INR) _____ Policy Term (yrs) <input type="checkbox"/> <input type="checkbox"/> Moratorium Period (yrs) <input type="checkbox"/> <input type="checkbox"/>																		
Main benefit: _____ Interest Rate: <input type="checkbox"/> <input type="checkbox"/> % <i>level / decreasing</i> for decreasing option																		
Particulars of Life Assured: Mr/Mrs.																		
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">F</td><td style="width: 25%;">I</td><td style="width: 25%;">R</td><td style="width: 25%;">S</td><td style="width: 25%;">T</td><td style="width: 25%;">M</td><td style="width: 25%;">I</td><td style="width: 25%;">D</td><td style="width: 25%;">D</td><td style="width: 25%;">L</td><td style="width: 25%;">E</td><td style="width: 25%;">L</td><td style="width: 25%;">A</td><td style="width: 25%;">S</td><td style="width: 25%;">T</td> </tr> </table>				F	I	R	S	T	M	I	D	D	L	E	L	A	S	T
F	I	R	S	T	M	I	D	D	L	E	L	A	S	T				
Address: _____																		

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



PROPOSAL FORM

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

Proposal Form No.: _____

For office use only
 SP Certification Code _____ MO EMP ID _____ IL Location _____ Deal No. _____ Source Code _____

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

Insurance is a contract of Utmost Good Faith requiring the Proposer not only to disclose all material facts, but also not to suppress any material facts.
 *A material fact will mean and include all important, essential and relevant information pertaining to the questions raised below herein, that is likely to influence the Company's acceptance or assessment of the proposal.
 The Policy shall become void at the option of Insurer, in the event of any untrue or incorrect statement, misrepresentation, non-description or non-disclosure in any material particular in the proposal form/personal statement, declaration and connected documents or any material information having been withheld by the Proposer or any one acting on his behalf. Kindly contact the Company's Offices or Agents for any doubts or clarifications on the proposal form.
Note: The liability of the company does not commence until this proposal has been accepted and premium is duly received by the company.
 I/ We hereby agree and confirm that if the amount realised by the insurer is less than the premium payable for sum insured proposed for insurance or scope of cover desired by me, the application shall be considered for acceptance for a reduced sum insured appropriate to the premium realised by the insurer and the policy shall be finalised accordingly.

Dat DDMMYYYY Plac _____ Proposer Signature : _____

Customer Information - Part A

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

Name of the Proposer: _____ Gender: Fema
 Mailing Address of _____ Pincod _____
 Mobile No.: _____ Email ID: _____
 Loan Status of the Proposer: Main Co-applicant PAN _____ Aadhaar _____

Prospect Details

SECTION I: (If proposer and prospect are same then skip **SECTION I** and move to **SECTION II**) Name of the Prospect: Mr./Mrs./Ms./Dr. _____ Gender: Fema
 Mobile No.: _____ Email ID: _____
 Loan Status of the Prospect: Main Co-Applicant Guarant Aadhaar _____

SECTION II

Date of Birth: DDMMYYYY Occupation: _____ Self- _____ Relationship of Proposer with Prospect: _____
 Nominee Name: _____

Loan Details

Loan Account No. (LAN): _____ LA A P O Loan Tenure: _____ years
 Type of Loan to be insured: HOME LOAN _____ Loan Sanction Amount: _____
 Loan Sanction Date: _____ DD/ Cheque Amount: _____ DD/ Cheque No.: _____ Fund Non
 Disbursal Date: _____ NEFT Transaction
 *Registered GST: Yes No (One Policy One Invoice)
 If Yes, then please provide GSTIN: _____ Address (Registered under) _____

Group Secure Mind -

Table of

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

(EMI refers to the EMI or Pre EMI on the loan or the Sum Insured, whichever is lower, on the date of

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

Please mention policy Sum Insured : _____

Sum Insured Basis: Fixed Reducing

Policy Tenure: _____ (Maximum upto 5 years)

Type: Renew _____ (In case of renewal please mention policy

Health Status:

Q1. Has the prospect suffered from/is currently suffering or having symptoms indicative of below mentioned conditions/illness/Procedures/symptoms?

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

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

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

SP Code / License No. / Agent ID: _____ Date: / / SP / Agent

Disclaimer: The proposal features different products namely: Group Secure Mind ICILGP03002V020203, Personal Protect Policy ICIPAIP06001V02050, Group Personal Accident ICIPAGP03004V040203, Comprehensive Home Insurance Policy IRDAN115P0003V01201112, Merchants Cover III IRDAN115P0004V01200203, ICICI Lombard Complete Health Insurance IRDAI/HLT/ICICI/P-H/V.II/63/15-16 The proposer has the choice of purchasing any one or more products as per his/her need and choice and there is no compulsion whatsoever that these products are to be taken together. For more details on risk factors, terms and conditions, please read the sales brochure of the respective individual products carefully before concluding a sale.

**STATUTORY
WARNING
PROHIBITION OF
REBATES**

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

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



ICICI Lombard General Insurance Company Limited

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

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

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

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

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

Group Secure Mind ICILGP03002V020203, Personal Protect Policy ICIPAIP06001V02050, Group Personal Accident ICIPAGP03004V040203, Comprehensive Home Insurance Policy IRDAN115P0003V01201112, Merchants Cover III IRDAN115P0004V01200203, ICICI Lombard Complete Health Insurance IRDAI/HLT/ICICI/P-H/V.II/63/15-16

CONSENT FORM COMPLETE ASSIGNMENT

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

(Address of the Financer): _____

ASSIGNMENT CLAUSE

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

IL MO: _____

Customer Signature/stamp: _____

Channel MO: _____

Dat

Place: _____

**Conditions

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

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

CONSENT FORM PARTIAL ASSIGNMENT

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

(Address of the Financer): _____

ASSIGNMENT CLAUSE

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

IL MO: _____

Customer Signature/stamp: _____

Channel MO: _____

Dat

Place: _____

**Conditions

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

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

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

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

BUSINESS INSTALMENT LOAN AGREEMENT



IDFC FIRST Bank Limited (formerly IDFC Bank Limited)

Naman Chambers, C 32, G Block, Bandra Kurla Complex, Bandra (East), Mumbai 400051 Tel: +91 22 7132 5500, Fax: +91 22 2654 0354

Registered Office: KRM Towers, 7th Floor, No. 1, Harrington Road, Chetpet, Chennai 600031. Tel: +91 44 4564 4000 Fax: +91 44 4564 4022
CIN: L65110TN2014PLC097792, bank.info@idfcfirstbank.com, www.idfcfirstbank.com