



SMALL LOAN AGAINST PROPERTY AGREEMENT

Borrower/s Name: _____

Loan Agreement No.: _____



GENERAL INSTRUCTIONS

- Kindly fill the agreement in English and use CAPITAL LETTERS.
- Kindly use black pen to fill the agreement.
- Avoid overwriting/cutting, any amendments/corrections to be countersigned.
- Agreement to be stamped/franked with appropriate stamp duty of the State/UT as applicable.
- Do not remove any page from the agreement booklet.
- There are X number of pages in this agreement booklet.
- Strikeout whichever is not applicable.
- This agreement along with the loan card is to be filled in duplicate and one copy to be handed over to the Borrower/s.

LOAN AGREEMENT

This LOAN AGREEMENT made at _____, on this ____ day of ____, 20 __ by and between ("**Agreement**"):

BANDHAN BANK LIMITED, a banking company incorporated under the Companies Act, 2013 having its registered office at DN-32, Sector-V, Salt Lake City, Kolkata-700091 and acting through its branch at the place as detailed in **Schedule I** (hereinafter referred to as the "**Bank**") which expression shall include its successors and assigns) of the FIRST PART;

AND

The Borrower/s/Co-Borrower/s whose name, address and particulars are as stated in **Schedule I** (hereinafter referred to as "**The Borrower/s**", which expression shall unless the context otherwise requires, include heirs, administrators, executors, successors and permitted assigns, as applicable) of the SECOND PART.

(The Bank and the Borrower/s/s are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".)

WHEREAS:

- A) The Borrower/s/s has approached the Bank for availing the Loan (hereinafter defined), as per the Application Form (hereinafter defined) for the Purpose (hereinafter defined). As stated in the Schedule hereto which the Bank, has vide Sanction Letter agreed to grant/extend to the Borrower/s/s.
- B) The Parties hereto are desirous of recording the terms and conditions in relation to the Loan to be made by the Bank to the Borrower/s on the terms and conditions hereinafter contained. The Borrower/s/s has proposed to create security over the Property (hereinafter defined) by executing the Mortgage Document (hereinafter defined) as the principal and primary instrument for availing of the Loan.

1. DEFINITIONS AND INTERPRETATION

1.1. DEFINITIONS

For the purposes of this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

- (i) "**Agreement**" means this agreement read together with Annexure(s) and Schedule to this agreement.
- (ii) "**Application Form**" shall mean as the context may permit or require, the credit facility application form submitted by the Borrower/s to the Bank for applying for and availing of the Loan, together with the preliminary credit facility application form and all other information, particulars, clarifications and declarations, if any, furnished by the Borrower/s or any other person from time to time in connection with the Loan.
- (iii) "**Borrower/s**" shall mean the person/s entity named as such in Schedule I attached hereto. The term "**Borrower**" wherever the context so requires shall mean and be construed as "**Borrowers**" and liability of each of the Borrowers shall be joint and several and the masculine gender wherever the context so requires shall mean and be construed as the feminine gender, and words denoting singular number only shall include plural number and vice-versa.
- (iv) "**Construction**" shall mean and include extension, repairs and renovation of property and general description whereof is given in the Schedule I.
- (v) "**Cross Default**" shall have the meaning ascribed to the term under Clause 13.1(f) of this Agreement.
- (vi) "**Due Date**" shall mean the date(s) on which any amounts in respect of the outstanding obligations fall this Agreement.
- (vii) "**Effective Date**" shall mean the date of the execution of agreement as mentioned in Schedule I.
- vii) "**Equated Monthly Installment**" or "**EMI**" shall mean the amount of each monthly payment as specified in Schedule I required to be paid to the Bank to repay the Loan with interest over the tenure of the Loan.
- (viii) "**Event of Default**" shall refer to the events described to be so under Clause 13 of this Agreement.
- (ix) "**Fixed Rate of Interest**" means the specific rate of interest applicable on the Loan for specific tenure mentioned in the Schedule.
- (x) "**Floating Rate of Interest**" means the rate of interest applicable on the Loan calculated on the Reserve Bank of India Repo Linked Lending Rate (**RLLR**), this External Benchmark Rate (**EBR**) is linked to the Repo rate announced by the RBI from time to time.
- (xi) "**Loan**" shall mean the credit facility up to the amount as specified in Schedule I to be extended by the Bank to the Borrower/s under the terms of the Agreement.
- (xii) "**Material Adverse Effect**" means the effect or consequence of any event or circumstance which is or is likely to be: (a) adverse to the ability of the Borrower/s or any person to perform or comply with any of their respective obligations under the Transaction Documents in accordance with their respective terms; or (b) prejudicial to any of the businesses, operations or financial condition of the Borrower/s.

(xiii) "**Outstanding Obligations**" shall mean and include the outstanding principal amount of the Loan, Interest, all other interest and charges, all fees, costs, commitments, charges, expenses, stamp duty and all other sums whatsoever payable by the Borrower/s to the Bank in accordance with the Agreement and the Transaction Documents, as well as all other monies whatsoever stipulated in or payable by the Borrower/s/s under the Agreement.

(xiv) "**Person**" shall include individual, partnership firm, company, association of persons, proprietary concern, limited liability partnership and co-operative society as mentioned and stipulated as per the relevant provisions of the Income Tax Act, 1961.

(xv) "**Property**" means residential / commercial immovable property, described in the Application Form, which is owned / jointly owned by the Borrower/s and shall be deemed to include any immovable property on the security of which the Bank has agreed to advance the Loan.

Without prejudice to the generality of the above "**Property**" shall also include:

- a) In the case of part of a building, the entire built- up area (and any additions thereto), the proportionate share in the common areas of the building and the proportionate undivided share in the land on which the said building is situated or is being built / will be built; or
- b) In the case of a flat, the entire built-up area (and any additions thereto), the proportionate share in the common areas of the building in which such flat is / will be situated and the proportionate undivided share in the land on which the said building is situated or is being built / will be built; or
- c) In the case of an independent structure, the structure and entire plot of land on which the structure is situated or is being built / will be built; or
- d) In the case of an individual house, the house and entire plot of land on which the house is or will be built.

(xvi) "**Purpose**" shall have the meaning assigned to the term in Clause 2.2 of this Agreement.

(xvii) "**RBI**" means Reserve Bank of India.

(xviii) "**Securities**" shall mean the security / charges created / to be created under the terms of the Transaction Documents.

(xix) "**Transaction Documents**" shall include all writings and other documents executed or entered into or to be executed or entered into, by the Borrower/s or any other Person, in relation to, or pertaining to the Loan and each such transaction document as amended from time to time.

(xx) The terms and expressions not herein defined shall, where the interpretation and meaning have been assigned to them in terms of the General Clauses Act, 1897, have that interpretation and meaning, unless the context or meaning thereof otherwise.

1.2. INTERPRETATION

- i. Headings are for convenience only and shall not affect the meaning or interpretation of this Agreement.
- ii. Whenever the words "include" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". Each reference to a clause number shall include all subparagraphs and subsections thereof.
- iii. All terms and conditions of this Agreement shall be construed in accordance with the written terms thereof; and if the term or condition be ambiguous, then in accordance with the intention of the Parties.
- iv. A reference to this Agreement or another instrument includes any variation, inovation or replacement of either of them.
- v. References to clauses, schedules and annexes are references to clauses, schedules and annexes of this Agreement.
- vi. References to a statute include references to regulations, rules, orders, notices, or codes of practice made under or pursuant to such statute, and references to a statute or regulation include references to all amendments to that statute or regulation (whether by subsequent statute or otherwise) and references to a statute or regulation passed in substitution for that statute or regulation.
- vii. In the event of any disagreement or dispute between the Bank and the Borrower/s regarding the materiality, reasonableness or occurrence of any matter including any, event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Bank in relation to the Loan as to the materiality, reasonableness or occurrence of any of the foregoing shall be final and binding on the Borrower/s.
- viii. The "Schedule" hereto and the Annexures hereto shall have effect as if they are specifically herein set forth in this agreement.

2. LOAN

2.1. Relying upon the statements and representations made by the Borrower/s in the Application Form, the Bank hereby agrees to make available to the Borrower/s and the

Borrower/s hereby agrees to avail from the Bank, the Loan mentioned in Schedule I respectively, attached hereto in the manner and on the terms and conditions mentioned in this agreement.

2.2. The Loan is granted for the purpose as specified in **Schedule I** hereto ("**Purpose**").

2.3. The Borrower/s hereby agrees to utilize the Loan only for the Purpose.

2.4. Once the Application Form submitted by the Borrower/s is accepted by the Bank, the Borrower/s shall not be entitled to cancel or revoke the Loan application. However the Borrower/s may choose to accept the terms of sanction or decline the same. If the loan is disbursed based on the consent of the Borrower/s and subsequently the Borrower/s decide to cancel the loan then the same shall be treated a foreclosure of the loan and not cancellation and interest shall be charged till the date of realization of all the monies due to the bank till the date of closure.

3. INTEREST & FEES/CHARGES

3.1. The Borrower/s shall be charged interest on the Loan from the date of disbursement of the Loan at the rate specified in **Schedule I** ("**Interest**").

3.2. The Borrower is aware and confirms with the Bank that in case of Floating Rate of Interest, the Applicable Rate of Interest shall change as and when there is any change/reset in the EBR or Repo Rate. The Borrower shall be deemed to have notice of such change whenever the same is announced/notified/displayed by the Bank on its website/Branch or otherwise. The revision in the Applicable Rate of Interest on account of the aforesaid shall become effective from the EMI payment date falling next after such reset. Bank shall intimate such change via Short Message Service (SMS) on the registered mobile number as per the bank records, and/or through Email and its relevant notification shall be updated on the Website of the Bank It will be the responsibility of the Borrowers to check the website/ SMS/ Email from time to time and be updated with any such revision in rate of interest.

3.3. The Borrower agrees and confirms that in case the Applicable Rate of Interest is Fixed Rate of Interest, the rate of Interest shall remain fixed till the time of maturity or as mentioned for the tenor mentioned in the Schedule I. Also the borrowers agrees the Bank may at its discretion alter suitably and prospectively the applicable rate of interest, on account of unforeseen or extraordinary changes in the money market conditions take place or any change in any applicable laws or regulations or due to any other reason whatsoever. The Bank shall communicate such change to the customer prior to effecting such change, If the Borrower is not agreeable to the revised rate by the Bank then within fifteen Business Days of receipt of the notice from the Bank intimating the change, the Borrower shall request the Bank to terminate the Loan and shall repay the Loan together with interest, cost and such amounts as may be due to the Bank in full in accordance with the provisions of this Agreement relating to Prepayment.

3.4. The Interest will be calculated on the basis of the rate of interest for the Loan mentioned in Schedule I hereto and rounded off to the next rupee calculated on monthly rests and any other charges shall be computed on the basis of a year of 365 (Three Hundred Sixty five) days.

3.5. However, in the event of the Borrower/s intends to foreclose the Loan, the interest would be calculated up to the date of actual foreclosure.

3.6. The Borrower has paid/agreed to pay as and when demanded by the Bank the processing charges, service charges, disbursement charges, collection charges, penalties (if any), registration charges, other charges/fees/costs etc. as mentioned in the Schedule/Annexures/Sanction Letter or as specified by the Bank from time to time. The Borrower understands and agrees that the foregoing charges/fees/costs may be revised by the Bank from time to time. The 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.

3.7. The Borrower agrees and covenants with the Bank that the Bank, may at its sole discretion, require the Borrower 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 these 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 and (c) all other charges, costs and expenses from time to time specified by the Bank (including all costs and expenses incurred or paid by the Bank) in relation to this Agreement and/or any Security including those incurred for repossession and/or sale of Property and/or any Security and/or for recovery of the Loan or any part thereof. In case of failure of the Borrower to pay the foregoing, the Bank shall be entitled to debit all other amounts due and payable by the Borrower under this Agreement to the Loan Account all the costs and expenses incurred by the Bank including but not limiting to litigation expenses, Court fees, Fees of the advocates / valuers, architects enforcement agencies and/or any other vendors appointed by the bank from time to time and/ fees paid to the authorized collection agency other charges incidental thereto, and the same shall form part of the Loan.

4. DETAILS OF DISBURSEMENT

4.1 The Bank shall disburse the Loan in one tranche only. Bank's decision in this regard shall be final and binding on the Borrower. The Borrower hereby acknowledges the receipt of the

Loan disbursed as per details given in the Schedule I.

4.2 Disbursement shall be deemed to have been made to the Borrower/s on the date of the disbursement by way of cheque/ Demand draft/ NEFT/RTGS/Funds transfer or pay order as the case may be or on the date of setting up of the Loan account limit.

4.3 Interest on the Loan will begin to accrue in favour of the Bank as and from the date of disbursement of the Loan.

4.4 The right of the Borrower/s to make withdrawals under this Agreement shall cease on the expiry of the validity period of the Loan specified in Schedule I. The Bank may by notice to the Borrower/s suspend or cancel further disbursements of the Loan, if the Loan shall not have been fully drawn within the validity period as specified in Schedule I (as applicable) or such other period as may be decided by the Bank.

4.5 If any monies are remaining due and payable by the Borrower/s to the Bank, whether under this Agreement, or any other Transactions Documents or otherwise, the Bank may, in its sole discretion, reduce the availability of the amounts of the Loan and/or adjust such monies against the Loan and all such adjustments shall be treated as disbursements to / repayment by the Borrower/s.

4.6 The decision of the Bank as regards any matter pertaining to disbursement shall be final, conclusive and binding on the Borrower/s.

4.7 In case the Borrower already has a Savings Account or any other Account or decides to open a Savings Account or any other Account with BANDHAN BANK, all payments to the Borrower under or in terms of this Agreement shall be directly made in the respective Account.

5. REPAYMENT

5.1 The Borrower/s shall pay in full the EMI and all other Outstanding Obligations without any demur, protest or default and without claiming any set-off or counterclaim on the respective due dates.

5.2 Commencement of EMI

(i) In case the disbursement is made on any date of the current month.

The EMI will commence from the date of disbursement, which will fall due for payment on cycle date as mentioned in Schedule I, of next month.

The repayment of the Outstanding Obligations by the Borrower/s to the Bank under the Transaction Documents shall be payable by any of the following modes:

a) Standing Instructions for a direct debit from the Borrower/s account with the Bank.

5.3 The Bank shall have the right to review and reschedule the repayment terms of the Outstanding Obligations at any time in such manner and to such extent as the Bank may in its sole discretion decide. In such an event, the Borrower/s shall repay the Outstanding Obligations as per the revised schedule as communicated to the Borrower/s by the Bank in writing.

5.4 The Borrower/s shall promptly replace the mandates, agreements and/or other documents and issue fresh mandates, agreements and/or other documents in lieu thereof to the satisfaction of the Bank in the event of any variation in the Due Date(s) or amount of EMIs or if the Bank is facing any difficulty/Inconvenience / impediment for any reason whatsoever in presenting such issuing debit instructions or if required at any time by the Bank at its sole discretion.

5.5 Irrespective of the mode of payment / repayment selected by the Borrower/s in the Application Form, the Bank shall, as it may deem appropriate and necessary, be entitled to require the payment and/or collection of the EMI and all other amounts comprising the Outstanding Obligations, by means of the RBI's electronic clearing system, by itself or through such other person permitted for the same.

5.6 The Bank may, in its sole discretion, require the Borrower/s to adopt or switch to any alternate mode of payment and the Borrower/s shall comply with such request, without demur or delay.

5.7 While the Bank may, at its discretion, provide prior reminder to the Borrower regarding the EMI Due Dates; it shall not be under any obligation to provide such notice, reminder or intimation regarding the Borrower's obligation to pay the EMI regularly on each Due Date.

5.8 The NACH mandate is valid till entire loan is fully repaid/ prepaid. In case the borrower opts to change his bank account from where the mandate of NACH is given to the Bank, then the Borrower has to immediately inform the Bank about such change of bank account and make an arrangement to provide the NACH facility from such bank account so that the payment of PEMI/EMI is not disrupted. Bank may represent NACH more than once in the bank account of the borrower in a month to recover the amount due and payable by the borrower.

5.9 Further provided that even if PEMI/ EMI is paid before due date of payment of EMI, the principal component of EMI shall be adjusted only after the due date of EMI. Bank shall not pay interest for any amount paid prior to the due date of PEMI/ EMI.

5.10 The interest shall be calculated as per the outstanding principal amount after each monthly repayment.

6. PRE-PAYMENT OF THE LOAN

- 6.1 Bank shall allow prepayment of the whole or any part of the Loan, provided however that such pre-payment shall be permissible upon terms and conditions as to the payment of such fees/charges as applicable as per policy of Bank prevailing at that time in regards to pre-payment.
- 6.2 The Bank may, in its sole discretion and on such terms as to pre-payment fees, etc., as it may prescribe, permit pre-payment/ Acceleration of EMIs. If permitted by the Bank, the Borrower/s shall give prior written notice of his intention to pre-pay the full amount of the Loan and pay to the Bank such pre-payment charges mentioned in Schedule I, as applicable and subject to change by the Bank from time to time.
- 6.3 Provided that in case, any additional amount paid in excess of EMIs falling due up to and during the month in which such additional amounts are being paid, shall be adjusted towards the Loan and a fresh amortization schedule shall be generated keeping the EMI constant until specifically requested by the customer in writing to the Bank to change or alter the EMI and the Bank at its discretion shall decide and convey the customer. In case Bank accepts the request to change the EMI upon the Borrower/s request the Borrower shall provide fresh repayment instruments such as NACH or Auto Debit form.
- 6.4 Acceleration of Repayment by Bank - If in the opinion of the Bank the cash flow, the profitability of the Borrower(s) and other circumstances so warrant, Bank shall be entitled to require the Borrower(s) to repay the Loan Amount in shorter period and in one lump sum or such suitable instalment/s notwithstanding the period herein agreed and stipulated.

7. CONDITIONS PRECEDENT FOR DISBURSEMENT

The following shall be conditions precedent for any disbursement of the Loan thereof:

- (i) The security as detailed out in Clause 8 should have been created.
- (ii) No Event of Default or Cross Default or Material Adverse Effect shall have occurred.
- (iii) At the time of request for a disbursement of the Loan thereof, the Borrower/s shall produce such evidence of the proposed utilization of the proceeds of the disbursement of the Loan thereof as is satisfactory to the Bank as and when required by the Bank to evidence that the Loan will be utilized only for the Purpose.
- (iv) No extraordinary or other circumstances shall have occurred which shall make it improbable for the Borrower/s to fulfill his / its obligations under this Agreement.
- (v) The Borrower/s shall have executed and delivered all the Transaction Documents.

8. SECURITY

- 8.1 The Borrower/s agrees with, and undertakes that the Bank, shall have a first and exclusive charge over the Property and that the Borrower/s shall not create any other encumbrance, charge or security interest in the Property in favour of any other Person or body, except with the prior written consent of the Bank.
- 8.2 In the event any of the Securities are found to be insufficient / incorrect in value, the Borrower/s shall be directed to furnish additional security as may be required by the Bank.
- 8.3 The Securities furnished by the Borrower/s to the Bank in connection with the Loan shall be duly perfected and shall remain as continuing securities to the Bank and the same shall be binding upon the Borrower/s.
- 8.4 The Borrower/s agrees that the Securities shall not be discharged/ released by intermediate payment by the Borrower/s or any settlement of accounts by the Borrower/s till such time the Outstanding Obligations are fully paid to the satisfaction of the Bank and the Bank consents to give a discharge / release in respect of the Securities in writing to the Borrower/s.
- 8.5 The Securities shall be in addition to and not in derogation of any other security, which the Bank may at any time hold in respect of the Borrower/s's dues and shall be available to the Bank until all accounts between the Bank and the Borrower/s in respect of the Loan are ultimately settled.
- 8.6 The Borrower/s further agrees that the Securities shall also be security for all other monies that may be due and payable by the Borrower/s to the Bank, on any account whatsoever, whether present or future, including any liability of the Borrower/s as a surety or co-obligator either singly or along with any other Person.
- 8.7 The Borrower/s agrees to give a declaration to the effect that the Borrower/s has/have a clear and marketable title to the Property to be offered as security free from reasonable doubts and encumbrances, and that the Borrower indemnifies and keeps the Bank saved and harmless against any risk whatsoever.
- 8.8 The Borrower/s agree to execute any such Agreement/s, document/s, undertaking/s that may be required now or hereafter at any time during the pendency of this Loan
- 8.9 In case the borrower/s has/have provided assignment of life insurance policy, for the security for the loan the borrower shall continue to pay its premium to the respective insurance company, during the pendency of this loan.
- 8.10 The Borrower/s consents that the security provided under this Agreement and / or any other Loan Agreement shall stand cross collateralized and Bank shall be entitled to

combine all securities provided by the Borrower under the facilities availed by the Borrower/s and Bank shall be entitled to proceed against any other security provided under any other facility availed by the Borrower notwithstanding and without prejudice to the right over the security provided by the Borrower/s under this Loan irrespective of whether the Borrower/s is in default under the other facility or not.

- 8.11 Guarantee: In case the Bank so requires, the Borrower/s hereby agrees to procure a guarantee executed by such persons as required by the Bank and in the form and manner to the satisfaction of the Bank.

9. COVENANTS

9.1 PARTICULAR AFFIRMATIVE COVENANTS

The Borrower/s covenants with the Bank that during the tenor of the Loan:

- (i) The Borrower/s shall ensure that the value of the Securities does not diminish.
- (ii) The Borrower/s shall pay all costs, charges, expenses, taxes and such other charges in accordance with the applicable laws.
- (iii) The Borrower/s shall allow any person authorized by the Bank to have free access to the office of the Borrower/s for the purpose of inspection of its moveable and immoveable properties.
- (iv) The Borrower/s shall promptly give written notice to the Bank of (i) any dispute which might arise between the Borrower/s and any Person or any governmental body or authority relating to or concerning the business or the Securities; (ii) any distress or execution being levied against the Securities; (iii) any material circumstances affecting the ability of the Borrower/s to repay the Loan in the manner stipulated hereunder; (iv) change in its address or any other material change in relation thereto.
- (v) The Borrower/s shall on the Bank's request do, perform and execute such acts, deeds, matters and things as the Bank may consider necessary either to perfect the security provided for or to carry out the intent of this Agreement.
- (vi) The Borrower/s shall confirm that the true copies of the document submitted for the purpose of the Loan are genuine. The Bank may at any time, call for or require verification of originals of any / all such copies. Any such copy in possession of the Bank shall be deemed to have been given only by the Borrower/s.
- (vii) The Borrower/s shall bear all costs of making good any deficit in stamp duty on the documents executed by the Borrower/s or any other Person in relation to the Loan and/or security created by the Borrower/s in favour of the Bank.
- (viii) The Borrower/s shall provide an end use statement of the Loan as and when required by the Bank within 7 (Seven) days of receiving such request from the Bank.
- (ix) The Borrower/s shall maintain the property, when completed, in good order and condition and will make all necessary repairs, additions and improvements thereto during the pendency of the Loan.
- (x) The Borrower/s shall notify any change in his employment, business or profession within seven days of the change.
- (xi) The Borrower/s shall duly and punctually comply with all the terms and conditions for holding of the property and all the rules, regulations, bye-laws etc. of the concerned Co-operative society, Association, Limited Company or any other Competent Authority, and pay such maintenance and other charges for the upkeep of the property as also any other dues etc., as may be payable in respect of said property or the use thereof.
- (xii) The Borrower/s shall promptly inform the Bank of any loss or damage to the property which the Borrower may suffer due to any force majeure or act of God, against which the property may not have been insured or for any other reason whatsoever.
- (xiii) The Borrower/s shall notify and furnish details of any additions to or alterations in the property which might be made/ proposed to be made during the pendency of the Loan.

9.2 NEGATIVE COVENANTS

The Borrower/s further covenants with the Bank that unless, the Bank otherwise previously approves in writing, the Borrower/s shall not:

- 9.2.1 The Borrower/s shall not make any change to its constitution, business, management, ownership or control and shall not alter its constitutional / incorporation documents. Enter into any agreement or arrangement with any Person, institution or local or Government body.
- 9.2.1.1 for the use, occupation or disposal of the immoveable properties forming part of the Securities or any part thereof.
- 9.2.1.2 In respect of any of the Borrower/s's assets such that the same may have a Material Adverse Effect on the Loan.
- 9.2.2 Stand surety for anybody or guarantee the repayment of any loan or the purchase price of any asset.
- 9.2.3 Execute any document, such as power of attorney, or any other similar or other deed, in favour of any Person to deal with the Securities in any manner, except as may be required by the Bank.

9.2.4 Borrow from any Person or charge any property until the Outstanding Obligations are paid in full.

9.2.5 Take any action which makes the borrowing of the Loan illegal.

10. REPRESENTATION AND WARRANTIES

10.1 The Borrower/s represents, warrants and undertakes to the Bank as under:

- (i) The Borrower/s has the competence and Authority to execute the Transaction Documents and has taken the necessary approvals in relation to the execution of the Transaction Documents, which approvals will remain valid and subsisting during the tenure of the Loan.
- (ii) The Borrower/s assures the Bank that the Borrower/s has absolute clear and marketable title over the Securities, has exercised due care and caution (including, where necessary, obtaining of advice of tax / legal / accounting/ Financial / other professionals) and that the Securities are absolutely unencumbered and free from any liability whatsoever.
- (iii) The Borrower/s confirms that there are no proceedings (in any form) or investigation pending or threatened, by or against the Borrower/s which might have a Material Adverse Effect.
- (iv) No event, circumstance or situation has occurred, which might affect the Borrower/s or the Bank's right towards the Securities or hinder the enforcement of the Securities and no Material Adverse Effect has occurred.
- (v) The Securities are not included in or affected by any of the schemes of Central / State Government or of the improvement trust or any other public body or local authority or by any alignment, widening or construction of road under any scheme of the Central / State Government or of any Corporation, Municipal Committee, Gram Panchayat etc.
- (vi) The Borrower/s has paid and will pay when due, all public demands such as taxes, taxes and all the other revenues payable to the Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.
- (vii) To the extent applicable, the availing of the Loan and exercise of rights and performance of obligations under this Agreement or any other security / transactions documents shall constitute, private and commercial acts done and performed for private and commercial purposes.
- (viii) The Borrower/s is not / shall not be entitled to and shall not claim immunity for itself or its assets and properties from suit, execution, attachment or other legal process in any proceedings in relation to this Agreement and other security / transaction documents.
- (ix) The Borrower/s and/or none of its directors, partners, members, as the case may be have not been declared a willful defaulter/s.
- (x) That no suit is pending in the Municipal Magistrate's Court or any other Court of Law in respect of the property to be mortgaged with the Bank nor has the Borrower/s been served with any Notice for infringing the provisions of the Municipal Act or any Act relating to local bodies or Gram Panchayats or Local Authorities or with any other process under any of these Acts.
- (xi) The Borrower declares that all the amounts including the amount of own contribution paid/ payable in connection with the property, as well as any security of the loan, is/ shall be through legitimate source and does not /shall not constitute an offence of Money Laundering under The Prevention of Money Laundering Act, 2002.

10.2 The Borrower/s confirms that the representations and warranties contained herein shall be deemed to be repeated by the Borrower/s on and as of each day from the date of this Agreement until all sums due or owing hereunder by the Borrower/s to the Bank have been paid in full, as if made with reference to the facts and circumstances existing on such day.

11. INSURANCE

- 11.1 The Borrower/s shall, until the full repayment of the Outstanding Obligations, fully insure, and keep the Property and all other properties over which the Securities are created in favour of the Bank so insured against all comprehensive risks and assign the benefits of such policy/ies in with the name of the Bank appropriately endorsed and recorded as 'Assignee' in such insurance policy/ies, for a value as required by the Bank and produce evidence thereof to the Bank from time to time and wherever called upon to do so.
- 11.2 The Borrower/s shall, until the full repayment of the Outstanding Obligations ensure that the above mentioned insurance policy/ies are valid, subsisting and operative and shall make timely payments of the premium.
- 11.3 The Bank shall have the right to receive and adjust any payment that it may receive in connection with any insurance policy/ies against the Loan and alter the repayment schedule as set out in Schedule I hereunder in any manner as it may deem fit notwithstanding anything to the contrary contained in this Agreement or any other document or paper.

12. EVENT OF DEFAULT

12.1 Each of the following events shall be considered as an "Event of Default": -

If any default shall have occurred in the payment of any amounts due and payable under this Agreement in pursuance to the Loan.

- ii. If any breach of any terms and conditions of this Agreement occurs.
 - iii. If the Borrower/s fails to create security as required by the Bank.
 - iv. If any information given by the Borrower/s to the Bank while availing the Loan or in this Agreement is found to be misleading or incorrect.
 - v. If any of the Securities depreciates in value or is in jeopardy, or if the rights over the Securities are altered or if the ability of the Bank to enforce the Securities is affected.
 - vi. If the Borrower/s fails to inform the Bank of the occurrence of any Event of Default or any event which after the notice or lapse of time, or both, would become an Event of Default.
 - vii. Any default by the Borrower/s under any other credit facility agreement or arrangement entered into by the Borrower/s with the Bank shall constitute an event of default under this Agreement and vice-versa ("Cross Default");
 - viii. In case the Borrower/s is a company, if a winding-up petition has been filed against the Borrower/s and the same is not vacated, stayed or abated within 15 (Fifteen) days from the date of first hearing or admittance, whichever is early or if any proceeding or litigation is commenced or threatened against the Borrower/s and such proceedings not been stayed or disposed of within 15 (Fifteen) days from commencement or if any authority has taken any action whereby the Borrower/s is deprived of substantial part of its assets, and the same is not vacated, stayed or abated within 15 (Fifteen) days from the date of initiation of such action;
 - ix. In case the Borrower/s is a partnership or a limited liability partnership, if the Borrower/s is dissolved or a notice of dissolution is given to it or any of its partners or if the Borrower/s or any of its partners commits an act of insolvency or makes an application for being declared insolvent or an order is passed declaring it or them or any of them an insolvent;
 - x. In case the Borrower/s is an individual and if the Borrower/s becomes insolvent or any insolvency proceedings are instituted against the Borrower/s.
 - xi. It is or becomes unlawful for the Borrower/s to perform any of the obligations under this agreement where either of the Borrower dies or becomes lunatic.
 - xii. If in the opinion of the Bank, the security for the loan is in jeopardy or ceases to have effect or becomes illegal, invalid and unenforceable or otherwise the property is confiscated, attached, taken into custody by any government agency or official or authority and or made subject to any execution of proceedings or suffered total loss due to accident.
 - xiii. If the Borrower fails to provide any of the below mentioned information to the Bank.
 - (i) Change in the employment / profession of borrower(s) / guarantor.
 - (ii) Any loss to the Property due to covered risk.
 - (iii) Any litigation in relation to the Property after the Loan is availed.
 - (iv) Possession of the Property from builder/vendor is not obtained by the Borrower/s.
 - (v) If the Borrower/s sell the property to third party without obtaining prior written consent of the Bank.
 - (vi) If the Borrower/s takes any loan from any other bank/financial institution/Individual by creating mortgage on the same without obtaining written consent of the Bank.
 - (vii) Any documents as may be required by Bank and is not furnished/provided by the borrower/s within due timelines.
 - (viii) Failure to comply with any of the terms and conditions as stated in the sanction letter.
- 12.2 The following shall be **consequences** on an "Event of Default"
- a. On the happening of any Event of Default, such defaulted amount shall carry Additional penal charges (as mentioned in Schedule I) from the due date of the payment.
 - b. Without prejudice to any rights and remedies that may be available to the Bank under this loan agreement or otherwise on the occurrence of an Event of Default the Bank may, by a notice in writing to the Borrower/s, exercise the following rights:
 - c. Terminate and Recall the facility and declare that the facility and all interests accrued and all costs, charges, expenses and other sums outstanding are immediately due and payable to the Bank, whereupon the same shall become due and payable by the Borrower/s.
 - d. The Bank shall also be entitled to enforce the security and invoke the guarantee, if any, and/or avail of any other remedy available to the Bank under law including but not limited to Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI) and/or Recovery of Debts and Bankruptcy Act, 1993.
 - e. Bank shall have, inter alia, the right to enter upon and take possession of the property comprised within the security, appoint any office of the Bank or any other person as receiver of the property and/ or sell/ transfer/ dispose of the property by way of sale (by public or private auction), lease, leave and license or otherwise at the risk and costs of the Borrower/s in all respects with power to rescind or vary any contract for sale without being bound or answerable for any loss or diminution in the value and without being bound

to exercise any of the powers hereby conferred or being liable for any loss occasioned by the exercise of any such power and to give effectual receipts and discharge for the purchase money and to do all such other acts and things for completing the sale of the Bank or the receiver.

- f. Notwithstanding any suspension or termination, all the provisions of this agreement and other mortgage documents for the benefit or protection of the Bank and its interest shall continue to be in full force and effect.
- g. In case the borrower/s commits default in any payments, Bank shall have an unqualified right to disclose or publish the name of the borrower/s as defaulter in such manner and through such medium and to such authority, agency, institution, etc. as the Bank may in its absolute discretion think fit.
- h. In the event of the Bank disbursing more than one loan to the same borrower/s against the security of the same/ different property/ies, Bank shall have an absolute discretion to adjust excess amount received in respect of one loan to the short-fall of the other loan.
- i. The Borrower/s hereby gives specific consent to the Bank for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code' for brief) read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the Facility/ facilities availed from the Bank, from time to time, to any 'Information Utility' ('IU' for brief) as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank, as and when requested by the concerned 'IU'.

12.3 REMEDIES OF THE BANK

- a. If any Event of Defaults occurs, then, the Bank, by a written notice to the Borrower/s may declare the Outstanding Obligations and/or any other amounts which may be payable by the Borrower/s under or in terms of the Transaction Documents and/or any other agreements, documents subsisting between the Borrower/s and the Bank, as well as all other charges and dues to be due and upon such declaration the same shall become due and payable forthwith and the Securities and the securities in relation to any other loan shall become enforceable, notwithstanding anything to the contrary in the Transaction Documents or any other agreement/s or documents.
- b. On the happening of any Event of Default, such defaulted amount shall carry Additional penal charges (as mentioned in Schedule I) from the due date of the payment.
- c. If any Event of Default or any event, which, after the notice or lapse of time or both, would constitute an Event of Default shall have happened, the Borrower/s shall forthwith give to the Bank notice thereof in writing specifying such Event of Default, or such event.
- d. All reasonable costs incurred by Bank after an Event of Default has occurred in connection with:
 - i. Preservation of the properties (whether now or hereafter existing); or
 - ii. Collection of amounts due under the Loan agreement or Transaction Documents;
 - iii. May be charged to the Borrower/s and reimbursed, as the Bank shall specify.
- e. The Bank may issue any certificate as regards payment of any amounts paid by the Borrower/s to the Bank in terms of the Transaction Documents only if the Borrower/s has paid all Outstanding Obligations and other amounts due under the Transaction Documents to the Bank and the Borrower/s has complied with all the terms of the Transaction Documents.
- f. The Borrower/s agrees that any security provided by the Borrower/s to the Bank under any other credit facility shall be available to the Bank under this Agreement upon the occurrence of an Event of Default under this Agreement and vice versa.
- g. On the occurrence of an Event of Default, the Bank shall be entitled to communicate, in any manner it may deem fit, to or with any Person or Persons with a view to receiving assistance of such Person or Persons in recovering the defaulted amounts including but not limited to visiting the office of the Borrower/s and/or any place of work of the Borrower/s.
- h. All the terms and conditions mentioned in the Sanction letter will be considered as a part of this Agreement. However, the contents of this agreement will be considered binding if any contradiction is found between contents of this agreement and those in the sanction letter.
- i. Bank may allow conversion and/or rate revision in Rate of Interest (ROI) and such revised offer letter shall also form part of this agreement.

13. Classification as Special Mentioned Account (SMA) and Non-Performing Asset (NPA)

13.1. **Dues:** 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.

13.2. **Overdue:** 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.

13.3. Relevance of the Principle of 'First In First Out' (FIFO) in appropriation of payments into the borrowal 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/s first. For example;

If in any loan account as on 01.02.2021 there are no overdue 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 pay off the partial due of 01.02.2021 (Rs X - Rs.Y) . If there is more recovery than 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

13.4. 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.

13.5. 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:

Loans in the nature of Term Loans		Loans in the nature of cash credit/overdraft	
SMA Sub-categories	Basis for SMA Sub-c 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	Up to 30 days		Loans in the nature of cash credit/overdraft
SMA-1	More than 30 days and up to 60 days	SMA-1	More than 30 days
SMA-2	More than 60 days and up to 90 days	SMA-2	More than 60 days and up to 90 days

13.6. Non-performing Asset:

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.

13.7. Illustrative movement of an account to SMA category to NPA category based on delay / nonpayment of dues and subsequent upgradation to Standard category at day end process:

Due date of Payments	Payment Date	Payment covers	Age of oldest Dues in Days	SMA / NPA Categorization	SMA since Date /SMA Class date	NPA Categorisation	NPA DATE
01.01.2022	01.01.2022	Entire dues up to 01.01.2022	0	Nil	NA	NA	NA
01.01.2022	01.01.2022	Partly paid dues of 01.02.2022	1	SMA-0	01.02.2022	NA	NA
01.01.2022	02.01.2022	Partly paid dues of 01.02.2022	2	SMA-0	01.02.2022	NA	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-0	01.02.2022	NA	NA
		Dues of 01.02.2022 fully paid , Due for 01.03.2022 not paid at EOD 01.03.2022	1	SMA-0	01.03.2022	NA	NA
		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	NA	NA
		Dues of 01.02.2022 fully paid , Due for 01.03.2022 not paid at EOD 01.03.2022	1	SMA-0	01.03.2022	NA	NA
01.04.2022		No payment of dues of 01.02.2022/ 01.03.2022 and amount due on 01.4.2022 at EOD 01.04.2022	60	SMA-1	01.02.2022/ 03.03.2022	NA	NA
		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	NA	NA
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	NA	NA
		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 02.05.2022	91	NPA	NA	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	NPA	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	NA	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	NPA	NA	NPA	02.05.2022
01.10.2022	01.10.2022	Paid entire dues of 01.09.2022 at 01.10.2022	1	Standard Account with No Overdue	NA	NA	STD from 01.10.2022

14. WAIVER

No delay in exercising or omission to exercise, any right, power or remedy accruing to the Bank upon any default under this Agreement, mortgage deed or any other agreement or document, shall impair any right, power or remedy or shall be construed as a waiver thereof or any acquiescence in such default affect or impair any right, power or remedy of the Bank in respect of any other default.

15. EFFECTIVE DATE OF TERMS AND CONDITIONS

This Agreement shall become binding on the Borrower/s and the Bank on and from the Effective Date of execution hereof. It shall be in full force till the Outstanding Obligations and other amounts due under any other agreements, documents which may be subsisting / executed between the Borrower/s and the Bank have been fully paid to the satisfaction of the Bank.

16. DISCLOSURE

- i. The Borrower/s. irrevocably agrees and consents to the Bank at any time and in any manner disclosing and/or making available to any agencies, bureaus, affiliates or subsidiaries of the Bank, associations and other persons whosever any information (including personal and financial information) and documents of or relating to the Borrower, including any credit information, in such cases where the Bank considers appropriate including where such disclosure is permitted or required by or under law or where the Bank is of the view that the interests of the Bank require such disclosure or for furnishing such information and documents for preparation, publication and distribution of credit reports and credit opinions relating to the Borrower to other persons including banks and financial institutions. The provisions of this clause shall survive termination of this Agreement. The Bank shall also have a right to obtain similar information/reports relating to the Borrower from credit agencies, credit bureaus, other banks and financial institutions as the Bank may deem fit.
- ii. 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 of the Individuals and the property and particulars of accounts), as a defaulter in such manner as the Bank may deem fit.
- iii. The Borrower understands that the credit bureaus and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them, and The credit bureaus and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank of India in this behalf.

17. ASSIGNMENT

The Bank reserves the right to assign / sell / securitize the Loan with or without security, if any, in any manner by transferring and/or assigning or otherwise (at the cost of the Borrower/s) all its right, title and interest which the Bank deems appropriate and the Borrower/s hereby expressly agrees that in that event, the Bank is not required to obtain any permission or put the Borrower/s to any notice and the Borrower/s will recognize the new Bank as the new / additional creditor.

18. INDEMNIFICATION

The Borrower/s undertakes to indemnify and keep the Bank and its officers / employees fully indemnified and harmless from and against all forms of losses caused to the Bank, including but not limited to all costs, expenses, taxes and other costs incurred by the Bank in relation to this Loan, as a result of action / inaction of the Borrower/s, including as a result of third part claims or claims from regulators or investment authorities. The Borrower/s undertakes to, immediately upon the occurrence of the loss caused to the Bank, pay to the Bank any amount on this account without any demur, reservation and contest or protest whatsoever.

19. APPROPRIATION OF PAYMENTS

Unless otherwise agreed to by the Bank, any payment due and payable under this Agreement and made by the Borrower/s will be appropriated towards such dues in the order, namely:

- i) Penal Charges;
- ii) Interest;
- iii) Principal amount of the Loan;
- iv) Prepayment charge and fees;
- v) Administrative charges and other costs, charges, expenses, incidental charges and other moneys that may have been expended by Bank in connection with the recovery;

20. SERVICE OF NOTICE

21.1 Any notice, demand or other communication under this Agreement and other documents in pursuance thereof shall be deemed to have been delivered (i) if delivered in person or by courier, when proof of delivery is obtained by the delivering party; (ii) if sent by post within the same country, on the tenth day following posting and if sent by post to another country, on the twentieth day following posting; (iii) if given or made by fax, upon dispatch and the receipt of a transmission report confirming dispatch above; (iv) if given or made by email, upon dispatch from the sender and after it has been delivered to the recipient(s); and (iv) if sent by registered post, within 4 (Four) days of dispatch. Pursuant to the dispatch of the notice as above, the party sending the notice shall also email the contents of the entire notice to the receiving party at the addresses mentioned in **Schedule I**.

21.2 All notices or other communications under or in connection with Loan shall be given in writing by either parties.

21.3 All notices or communications to the borrower/s from the Bank, as the case may be, shall be made to the address, email provided in **Schedule I**.

21.4 All notices or communications from the Borrower/s to the Bank, though email shall be from the registered email id of the Borrower/s or through registered post to Bank's address herein mentioned.

21.5 Head Office: Bandhan Bank Ltd, Floor 12-14, Adventz Infinity, Sector V, Salt Lake, Kolkata -70091

21.6 Call center number: 1800-258-8181 (toll free),
Email ID: customercare@bandhanbank.com

21. SEVERABILITY

The Clauses of the Agreement and the sub-clauses contained in each Clause are severable and any illegality, invalidity or irregularity, inconsistency or repugnancy of any Clause or any sub-clause shall not in any way affect the legality, validity or regularity of any other Clause or sub-clause.

22. GOVERNING LAW AND JURISDICTION

22.1 This Agreement shall be governed in accordance with the laws of India and shall be subject to the jurisdiction of the competent court in the city where the concerned branch/office of the Bank is situated.

22.2 The provisions of Clause 23.1 above are for the benefit of the Bank only. As a result, the Bank shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

23. MISCELLANEOUS

23.1 The Borrower/s agrees / confirms as follows:

- (a) That the terms and conditions and all the covenants and details of Schedule I hereunder shall be read and construed as part and parcel of these presents.
- (b) That the Bank will have all powers incidental to and necessary for the realisation of its security.
- (c) In case the Loan is backed by guarantee, the guarantor would be liable under the guarantee deed as a principal debtor and will be jointly and severally liable with the Borrower/s.

23.2 That the Borrower/s shall pay on demand to the Bank costs (between attorney and client) incurred by them or any of them in connection with the preparation, engrossment and stamping the counterparts in quintuplicate and execution of this Agreement and all other costs incurred or to be incurred by the Bank or any of them in connection herewith or with the enforcement or attempted enforcement of the security hereby created or the protection of defense or perfection thereof or for the recovery of any moneys and of all suits and proceedings of whatsoever nature for the enforcement or realization of the security.

23.3 That nothing herein contained shall operate or be deemed to prejudice the Bank's rights or remedies in respect of any present or future securities, guarantee, obligation or decree for any indebtedness or liability of the Borrower/s to the Bank.

23.4 That the Borrower/s has read and understood this Agreement and in the event that the Borrower/s is illiterate and/or cannot read English language, the terms and conditions of this agreement have been read over, translated and explained in detail in the vernacular language to the Borrower/s.

23.5 The Borrower/s shall keep and maintain all statutory books, books of accounts, bank statement / pass books and other records of the Borrowers/s in accordance with good business practice and applicable laws. The Borrower/s shall permit any authorized representative of the Bank and/or statutory auditors/ RBI and/or carry out technical, financial and legal inspections of the Property(ies) at such intervals as may be decided by the Bank. The Borrower/s shall ensure to provide free access at all reasonable times to carry out the inspection and shall provide full cooperation and assistance.

24. NRI BORROWERS

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

"NRI" or non-resident Indian shall mean a person residing outside India who is a citizen of India. The term 'NRI' shall also include a person of Indian origin ("PIO") which shall include a citizen of any country other than Bangladesh or Pakistan who had (a) at any time held Indian passport or (b) he or either of his parents or any of his grandparents was a citizen of India by virtue of the Constitution of India or the Citizenship Act, 1955 or (c) the person is a spouse of an Indian citizen or a person referred to in (a) or (b).

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

The NRI Borrower and the Co-Borrower shall ensure that the repayment of monies under this Agreement made through the funds held in any non-resident account maintained in accordance with the provisions of the Foreign Exchange Management Act, 1999 and the regulations made by Reserve Bank of India from time to time. The Borrower shall notify the Bank regarding any change in his/her/their status as a resident/non-resident Indian or upon any change in the country of residence or leaving such country of residence for employment or business or a long-term stay in any other country. The Borrower also authorizes the Co-Borrower to receive any notice/s or request on his/her behalf.

Schedule I

Sl. No.	Particulars	Details
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A. BANK DETAILS

1.	Branch/Banking Unit Name	
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B. BORROWER/S DETAILS

2.	Individual Borrower details:		
	Borrower Name:		
	Age:		
	Son of / Daughter of / Wife of:		
	Address of the borrower's residence:		
	Email ID:		
	Mobile no.:		
	Nationality:	Resident Indian ☐ NRI/PIO/OCI ☐	

C. CO-BORROWER/S DETAILS

3.	Individual Borrower details:					
		Co-Borrower 1		Co-Borrower 2		Co-Borrower 3
	Name:					
	Age:					
	SO/DO/WO					
	Address					
	Mobile no.					
Borrower Name:						
Co- Borrower Name :				(SIGNATURE)		
Co- Borrower Name :				(SIGNATURE)		
Co- Borrower Name :				(SIGNATURE)		

D. LOAN DETAILS

4.	Type of Loan/facility	Loan Against Property (LAP)
5.	Product Name/Variant:	
6.	Loan amount	₹
7.	Purpose / End use of Loan:	
8.	Interest Rate Type	Fixed Rate on Monthly reducing ☐
9.	Rate of Interest for Fixed ROI Loans	_____ % Per Annum
10.	Additional Penal Charges:	2% per month on the overdue amount
11.	Processing Fees	₹
12.	Administrative Charges	₹
13.	Cersai Charges	On Actuals

Sl. No.	Particulars	Details
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E. REPAYMENT

14	Tenure of Loan:	months_____
15	EMI Due date :	_____ of Every Month
16	Amount of each EMI	₹ _____/- The breakup of interest and principal amount repayable in each equated installments is specified in the Loan Card (Annexure IV)
17	Date of commencement of 1 st EMI/PEMI.	
18	Moratorium (Serving only interest)	_____ months
19	Mode of Repayment	NACH ☐ Auto-Debit ☐
20	Prepayment Charges for Loan Against Property (For Fixed rate of Interest Only)	Prepayment penalty of 4%+tax of loan outstanding shall be applicable on pre-closure of loan account before 1 year from disbursement. Prepayment penalty up to 2%+tax of loan outstanding shall be applicable on pre-closure of loan account after 1 year.
21	NACH/Auto Debit dishonor charges	₹ 500 plus tax

E. DETAILS OF SECURITY AND OTHER CHARGES

22	Details of the Property: Further description of the Property is mentioned in the Schedule II. Property Documents Deposited is mentioned in the Schedule III.	
23	Additional Security / collateral (if any)	
24	Document retrieval charges	_____ Plus tax.
25	Guarantor Name: Guarantor's relationship with the Borrower/s Address of the Guarantor:	

IN WITNESS WHEREOF the parties have executed this Agreement on the day, month and year of: __________\-_____

Signed and Delivered by the within named Borrower/s

Borrower Name:		Signed & Delivered through Authorized official
Co- Borrower Name :	(SIGNATURE)	For BANDHAN BANK LTD _____ (Authorized Signatory)
Co- Borrower Name :	(SIGNATURE)	
Co- Borrower Name :	(SIGNATURE)	

Schedule II

Description of Property

All that piece and parcel of land known as _____
_____ located at _____
_____ (admeasuring about _____) and bounded as follows that is to say:

- On or towards the North by:
- On or towards the South by:
- On or towards the East by:
- On or towards the West by:

together with (i) all present and future, buildings, structures of every description which are standing, erected or attached to the aforesaid premises or any part thereof and all rights to use common areas and facilities and incidental thereto, together with all present and future liberties, privileges, easements and appurtenances whatsoever to the said premises or any part thereof or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto; and (ii) all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, and such movable parts as they may comprise of.

Schedule III

List of property related documents and title documents deposited

Sl. No.	Document Description	Original / Copy	Dated

AFFIDAVIT-CUM-UNDERTAKING-FOR READY BUILT UP PROPERTY

I/We, (i) Mr./Ms. _____ son/daughter/wife of Mr. _____ aged _____ years
residing at _____

and (ii) Mr./Ms. _____ son/daughter/wife of Mr. _____ aged _____ years
residing at _____

I/We have been sanctioned a loan against property of ₹ _____ (Rupees _____
_____ Only) by Bandhan Bank Limited a company registered under the Companies Act, 2013 and a banking company within the meaning of
the Banking Regulation Act, 1949 and having its registered office at DN-32, Sector-V, Salt Lake City, Kolkata-700091, India and amongst others, a branch at _____ (hereinafter referred
to as “the Bank”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) and entered into Loan Agreement dated
_____ with the Bank for the purpose of purchase of an existing house / an existing flat.

I/We solemnly affirm and state that -

- (i) I/We say that I/We am/are absolutely seized and possessed of or otherwise well and entitled to purchase of the immovable property being situated at _____.
- (ii) I/We have disclosed all facts relating to the said property to the authorized representatives of Bandhan Bank Ltd and made available to them all documents of title and other deeds and writings in my/our possession and power. I/we state that the sanction building plan document is available /not available and hence is being / cannot be provided to the Bank. (strikeout whichever is not applicable)
- (iii) I/We hereby declare and undertake jointly and severally to indemnify and keep Bandhan Bank Ltd fully indemnified, saved and harmless of from or against any loss, damage or risk that might arise to Bandhan Bank Ltd on account of the absence of the same and undertake to submit the documents as and when demanded by the Bank or at once the documents are available to us.
- (iv) I/We have acquired the above said property and I/We am/are the only sale and absolute owners thereof and no other person/s has any share, right, title or interest of any kind or nature whatsoever in the said property.
- (v) I/We undertake that the said property is free from all encumbrances, claims and demand and the same is not subject to any other charge (except the mortgage created in favour of Bandhan Bank, lien, lis pendens, attachment or any outstanding litigation in any court of India or any proceedings is ongoing or pending against me/us in respect of the said property.
- (vi) Completion certificate issued by the competent authority in respect of the building is/shall be obtained, the certified true copy of which is annexed herewith (strike out if inapplicable) or shall be provided to the Bank upon completion.
- (vii) The Property is located in the category of authorized colonies.
- (viii) I/We declare that whatever I/We have stated hereinabove is true and correct to the best of my / our knowledge and belief.

Solemnly affirmed at _____ on this _____ day _____ of _____

Name of Borrower

Signature of Borrower

Name of Co-Borrower

Signature of Co-Borrower

Name of Co-Borrower

Signature of Co-Borrower

Signed before me (Notary)

DIRECT DEBIT MANDATE FORM

To,
The Manager
Bandhan Bank Limited,
_____ Branch

I/We hereby authorise you to debit my/our account for making payment to Bandhan Bank Limited through the direct debit clearing as per the details mentioned herein under. I/We authorise Bandhan Bank Limited to raise demands from me/us till all my/our dues to Bandhan Bank Limited as referred herein are cleared through the direct debit from my/our account. I/We unconditionally consent and authorise Bandhan Bank Limited to raise debits for such amounts as may be calculated by Bandhan Bank Limited from time to time.

However, the debits of such amount shall not exceed ₹ _____/- (Rupees _____ only) per month.

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 the Bank responsible. I/We authorise the Bank to debit my/our account towards such charges as may be determined by the Bank for the service of direct debit.

I/We authorise Bandhan 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	Periodicity	EMI/EWI Amount	Valid Up to
	(Monthly / Weekly)		Until Cancelled
	As and when presented		

Signature of Account Holder (1)

Signature of Account Holder (2)

Place: _____
Date: _____

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

Sign and stamp of verifying bank official

Equitable Mortgage of Property by Deposit of Title Deeds by Individual/s

On the _____ day of _____, Shri _____ son of _____
residing at _____

_____, (hereinafter referred to as **"the Mortgagor"**, which expression shall unless the context otherwise requires, include heirs, administrators, executors, legal representatives, successors and permitted assigns, as applicable);

attended the office of **BANDHAN BANK LIMITED**, a banking company incorporated under the Companies Act, 2013 and having its registered office at DN-32, Sector-V, Salt Lake City, Kolkata-700091 (hereinafter referred to as the **"Lender"**, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns);

and deposited the Title Deeds (hereinafter defined), to Shri _____ of the Lender, acting on behalf of the Lender, the documents of title, evidences, deeds and writings, search reports, together with permissions, approvals, consents and writings more particularly described in **Schedule B ("Title Deeds")**, in respect of all the Mortgagor's immovable properties more particularly described in **Schedule C ("Immovable Properties")**. The above Title Deeds qua the Immovable Properties are being deposited to create an equitable mortgage in favour of the Lender in order to secure the rupee term loan facility as specified in **Schedule A** granted by the Lender to the Mortgagor (hereinafter referred to as **"Loan"**) under the terms of term loan agreement executed between the Mortgagor and the Lender dated in and around the date of this memorandum (**"Loan Agreement"**):

- 1) Accordingly Shri _____ acting on behalf of the Lender is accepting the deposit of the Title Deeds for creation of equitable mortgage in favour of the Lender.
- 2) The Mortgagor stated, while depositing the Title Deeds, that the Title Deeds are being deposited by him / her with Shri _____ on behalf of the Lender with an intent to create an exclusive first charge over the Mortgagor's Immovable Properties, in favour of the Lender to secure the due repayment, discharge and redemption by the Mortgagor of the Loan, together with interest, additional interests, default interests, principal amounts, costs, charges, commissions and expenses and all the monies whatsoever stipulated hereunder or under any of the Transaction Documents (as defined in the Loan Agreement) (hereinafter referred to as **"Outstanding Obligations"**). The Mortgagor stated that he / she shall not create any further charge on the Immovable Properties and that the Immovable Properties shall be a continuing security until the balance under the Outstanding Obligations has been repaid to the satisfaction of the Lender.
- 3) The deposit as aforesaid were made by the Mortgagor with Shri _____ acting on behalf of the Lender.

(Signature of the Authorised Representative of the Lender)

Date:

*Please note that the Borrower/Mortgagor shall not sign the MOE.

SCHEDULE A

DETAILS OF LOAN		
Sl. No.	Particulars	Details
A. LENDER DETAILS		
1.	Branch Office	
B. DETAILS OF THE LOAN		
2.	Loan Amount	
3.	Tenure	

SCHEDULE B

LIST OF TITLE DEEDS	

SCHEDULE C

DESCRIPTION OF IMMOVABLE PROPERTIES

All that piece and parcel of land known as

Located at _____

(admeasuring about ~_____) and bounded as follows that is to say:

On or towards the North by:

On or towards the South by:

On or towards the East by:

On or towards the West by:

together with (i) all present and future, buildings, structures of every description which are standing, erected or attached to the aforesaid premises or any part thereof and all rights to use common areas and facilities and incidental thereto, together with all present and future liberties, privileges, easements and appurtenances whatsoever to the said premises or any part thereof or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto; and (ii) all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, and such movable parts as they may comprise of.

DECLARATION CUM CONFIRMATION DEED BY INDIVIDUAL/S

IN THE MATTER OF MORTGAGE BY DEPOSIT OF TITLE DEEDS IN RESPECT OF IMMOVABLE PROPERTIES IN FAVOUR OF BANDHAN BANK LIMITED.

I, _____, son of _____ residing at _____

(hereinafter referred to as “**the Mortgagor**”, which expression shall unless the context otherwise requires, include heirs, administrators, executors, legal representatives, successors and permitted assigns, as applicable) hereby declare and confirm that:

- I am the owner of and am seized and possessed of or otherwise well and sufficiently entitled to those pieces or parcels of lands, hereditaments and premises more particularly described in **Schedule C ("Immovable Properties")**;
 - The Title Deeds (hereinafter defined) in respect of the Immovable Properties have been deposited by me with **BANDHAN BANK LIMITED**, a banking company incorporated under the Companies Act, 2013 and having its registered office at having its registered office at DN-32, Sector-V, Salt Lake City, Kolkata-700091 (hereinafter referred to as the “Lender”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) for creating equitable mortgage in favour of the Lender pursuant to a loan agreement dated _____ by way of an exclusive first ranking charge;
 - There are no restrictions on my ability to create a mortgage of the Immovable Properties;
 - The Immovable Properties are proposed to be mortgaged and charged in favour of the Lender by an equitable mortgage in order to secure the credit facilities as specified in Schedule A granted by the Lender to me (hereinafter referred to as “Loan”), together with interest, additional interest, further interest, liquidated damages, compound interest, commitment charges, premia on prepayment, cost, charges, taxes, expenses and other monies payable to the Lender (hereinafter referred to as “Outstanding Obligations”);
 - I intend to deliver to the Lender, the documents of title, evidences, deeds and writings, search reports, together with permissions, approvals and consents in relation to the Immovable Properties, as specified in Schedule B hereunder (the “Title Deeds”) with an intention to create equitable mortgage upon all the rights, title, interests, claim and benefit whatsoever in the Immovable Properties in favour of the Lender, as the security for realisation of the Outstanding Obligations;
 - The Immovable Properties are marketable, free from all encumbrances, charges, claims and demands (statutory or otherwise) and that the same or any part thereof is not subject to any lien / lis pendens, attachment or any other process issued by any court or authority and that I have not created any trust in respect thereon and that the Immovable Properties are in my exclusive, uninterrupted and undisputed possession and enjoyment since the date of purchase / acquisition thereof and no adverse claim has been made against me in respect of the said Immovable Properties or any of them or any part thereof and the same are not affected by any notice of acquisition or requisition and that no proceedings are pending or initiated against me under any law in force in India for the time being and that no notice has been received or served on me under any applicable law and that there is no pending attachment whatsoever issued or initiated against the Immovable Properties or any part thereof;
 - I have duly paid all rents, provident fund dues, gratuity dues, Employees State Insurance dues, income tax, sales tax, corporation tax and all other taxes and revenues payable to the Government of India, Government of any State or to any local authority and that at present there are no arrears of such dues, rents, taxes and revenue due and outstanding and that no attachments or warrants have been served on me in respect of sales tax, income-tax, customs duty, excise duty, government revenue and other taxes;
 - I shall give such confirmations, declarations, undertakings and other writings as may be required by the Lender and satisfactorily comply with all other requirements and requisitions submitted by or on behalf of the Lender;
 - The security interest to be created in favour of the Lender is in respect of the Immovable Properties both present and future;
 - The Title Deeds are the only documents of title in respect of the Immovable Properties in my possession, custody, power and control and that I am in possession of the Immovable Properties and have a clear title to the Immovable Properties and that no other permissions, approvals, consents are required for the creation of the security in favour of the Lender.
 - No mortgage, charge or lien or other encumbrance whatsoever will be created by me or attachment allowed to be levied on the Immovable Properties except with the express prior permission in writing of the Lender.
 - I have not and shall not enter into any agreements for sale, transfer, lease or alienation of the Immovable Properties or any part thereof without the prior written permission of the Lender or on instructions of the Lender;
 - The document(s) recording the creation of security by way of equitable mortgage by the deposit of the Title Deeds shall be the principal document in pursuance to which the Loan has been extended to the Mortgagor.
 - The provisions of Section 67A of the Transfer of Property Act, 1882, shall not apply to these presents and notwithstanding that the Lender may hold two or more mortgages executed by me including these presents in respect of which the Lender has the right to obtain the kind of decrees under Section 67 of the Transfer of Property Act, 1882. The Lender shall be entitled to sue and obtain such decree on any of such mortgages without being bound to sue on all such mortgages in respect of which the mortgage moneys shall have become due;
 - I am not aware of any act, deed, matter or things or circumstances which prevent me from charging in favour of the Lender the unfixd plant, machinery and all other movable assets of mine;
 - I will repay the Outstanding Obligations to the Lender as and when due or as and when demanded by the Lender, the Lender shall be entitled to sell the said Immovable Properties in order to recover all the outstanding due and payable by me;
- AND I make the aforesaid declaration cum confirmation solemnly and sincerely believing the same to be true and being aware that based on the representations made by us in the transaction documents and the above declaration cum confirmation, the Lender will accept the mortgage by deposit of the title deeds as detailed in Schedule B and the description provided hereinabove in respect of the Immovable Properties.
- _____
(Mortgagor)
- Place _____ Date _____

SCHEDULE A

DETAILS OF LOAN		
Sl. No.	Particulars	Details
A. LENDER DETAILS		
1.	Branch Office	
B. DETAILS OF THE LOAN		
2.	Loan Amount	
3.	Tenure	

SCHEDULE B

LIST OF TITLE DEEDS	

SCHEDULE C

DESCRIPTION OF IMMOVABLE PROPERTIES

All that piece and parcel of land known as _____

Located at _____

(admeasuring about ~_____) and bounded as follows that is to say:

On or towards the North by:

On or towards the South by:

On or towards the East by:

On or towards the West by:

together with (i) all present and future, buildings, structures of every description which are standing, erected or attached to the aforesaid premises or any part thereof and all rights to use common areas and facilities and incidental thereto, together with all present and future liberties, privileges, easements and appurtenances whatsoever to the said premises or any part thereof or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto; and (ii) all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, and such movable parts as they may comprise of.

DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made at _____ on this _____ day of _____, 20____ (“Guarantee Deed”) BY

The Person(s) as referred to in Schedule A (hereinafter referred to as “Guarantor(s)”, which expression shall include the heirs, executors and permitted assigns as the case may be) in favour of

BANDHAN BANK LIMITED, a banking company incorporated under the Companies Act, 2013 having its registered office at DN-32, Sector-V, Salt Lake City, Kolkata-700091 (hereinafter referred to as the “Lender ” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, and permitted assigns)

WHEREAS in terms of a loan agreement dated _____ (“Loan Agreement”) executed by _____ (hereinafter referred to as the “Borrower”) with the Lender, the Lender has agreed extend to the Borrower a loan for an amount as specified in Schedule A (hereinafter referred to as “Loan”) for the purpose as specified in the Loan Agreement on the terms and conditions specified and contained therein.

AND WHEREAS one of the conditions specified and contained in the said Loan Agreement is that the Borrower shall procure and furnish to the Lender a guarantee guaranteeing due payment by the Borrower of the Loan together with interest, costs charges, expenses and/or other monies due to the Lender in respect of the Loan (hereinafter referred to as the “Guaranteed Sum”).

AND WHEREAS the Guarantor(s) at the request of the Borrower and in consideration of the Lender granting the aforesaid Loan to the Borrower, have agreed to execute this Guarantee Deed in favour of the Lender on the terms and in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in consideration of the above premises it is hereby covenanted and agreed as follows:

1. The Borrower has an obligation to pay the Guaranteed Sum to the Lender.

2. If at any time default shall be made by the Borrower in payment of the Guaranteed Sum due to the Lender in respect of the aforesaid Loan, the Guarantor(s) shall forthwith on demand, without any demur or protest, irrevocably and unconditionally pay to the Lender the amount of such Guaranteed Sum as may be then due to the Lender and shall indemnify and keep indemnified the Lender against all losses which the Lender may incur by reason of any default on the part of the Borrower. The Guarantor also agrees to provide additional security for the Loan, if requested by the Lender.

3. On delay of payment, the Guarantor(s) confirms that the Guarantor(s) would pay the amount due along with Additional Interest (as defined in the Loan Agreement) agreed upon by the Borrower and the Lender.

4. In order to give effect to the Guarantee herein contained, the Lender shall be entitled to act as if the Guarantor(s) were principal debtors to the Lender.

5. Notwithstanding the Lender's rights under the Loan Agreement and all other documents for the Loan(collectively referred to as “Transaction Documents”), the Lender shall have the fullest liberty to call upon the Guarantor(s) to pay the Guaranteed Sum for the time being due to the Lender in respect of the above mentioned Loan without requiring to realize from the Borrower the amount due to the Lender in respect of the Loan and/or requiring to enforce any remedies or the Security available to the Lender.

6. The Guarantee shall be irrevocable and enforceable against the Guarantor(s), notwithstanding any dispute between the Lender and the Borrower.

7. The Guarantor(s) affirm and confirm and declare that any balance confirmation and/or acknowledgment of debt and/or admission of liability given or promise or part-payment made by the Borrower to the Lender shall be deemed to have been made and/or given by or on behalf of the Guarantor(s) themselves and shall be binding upon each of them. The Borrower shall in addition to his personal capacity be deemed to act as the Guarantor's duly authorised agent in that behalf for the purpose of Sections 18 and 19 of the Limitation Act of 1963.

8. The Guarantor(s) hereby agree(s) that notwithstanding any variation made in terms of the Transaction Documents, variation in the rate of interest, extension of the date for repayment of the Loan, if any, composition made between the Lender and the Borrower to give time to or not to sue the Borrower; changing or adding more security from the Borrower, or the Lender parting with the Security given by the Borrower, the Guarantor(s) shall not be released or discharged of its / their obligation under this Guarantee Deed.

9. The Guarantor(s) hereby agrees and confirms that the Lender shall be entitled to adjust or set-off all monies held by the Lender to the credit of or for the benefit of the Guarantor(s) on account or otherwise howsoever towards the discharge and satisfaction of the liability of the Guarantor(s) under these presents.

10. The Guarantor(s) agrees that if the Borrower becomes insolvent, the Lender may (notwithstanding payment to the Lender by the Guarantor(s) or any other person of the whole or any part of the amount in relation to the Loan) enforce and recover payment from the Guarantor(s) of the full amount of the Guaranteed Sum due. On the happening of the aforesaid event, the Guarantor(s) shall forthwith inform the Lender in writing of the same.

11. The guarantee hereby given is independent and distinct from the Security that the Lender has taken and the Guarantor(s) have not given this guarantee upon any understanding faith or belief that the Lender has taken and/or may hereafter take any or other such security and that notwithstanding the provisions of Sections 140 and 141 of the Indian Contract Act, 1872 or other section of that Act or any other law. The Guarantor(s) will not claim to be discharged to any extent because of the Lender's failure to enforce the Security for any reason whatsoever including reasons attributable to its default and negligence.

12. Each notice, demand or other communication given or made under this Guarantee Deed shall be in writing and delivered or sent to the relevant party at its address or fax number set out below. Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered

(i) if delivered in person or by courier, when proof of delivery is obtained by the delivering party;

(ii) if sent by post within the same country, on the tenth day following posting and if sent by post to another country, on the twentieth day following posting;

(iii) if given or made by fax, upon dispatch and the receipt of a transmission report confirming dispatch above;

(iv) if given or made by email, upon dispatch from the sender and after it has been delivered to the recipient(s); and

13. If given by registered post within 4 (Four) days of the date of dispatch. Pursuant to the dispatch of the notice as above, the party sending the notice shall also email the contents of the entire notice to the receiving party at the addresses mentioned in Schedule I of the Loan Agreement.

14. This Guarantee Deed shall be governed in accordance with the laws of India and shall be subject to the jurisdiction of the competent court in the city where the concerned branch/office of the Lender is situated.

15. The provisions of Clause 13 above are for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

16. Any provision of this Guarantee Deed which is prohibited or unenforceable in the applicable jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of this Guarantee Deed.

SCHEDULE A

Sl. No.	Particulars	Details
GUARANTOR(S) DETAILS		
1.	Description:	
	Name:	
	Age:	
	Son of / Daughter of / Wife of:	
	Address of the Guarantor's residence:	
RELATIONSHIP		
2.	Relationship between the Borrower and the Guarantor	
FACILITY DETAILS		
3.	Type of Loan	
4.	Loan amount	₹

IN WITNESS WHEREOF the Guarantor(s) (abovementioned) has executed these presents the day and year first hereinabove written.

SIGNED AND DELIVERED

By the Guarantor(s)_____

Disbursement Request Form

(To be signed & submitted by customer at the time of Disbursement of Loan)

Application No -	Branch Name -
Customer Name -	Contact No -

Disbursement Details

I have submitted requirement letter

Disbursement Amount required:- ₹ _____

Disbursement Amount required (In words) :- _____

Cheque / Bank Details:- _____

Sl. No.	Disbursement cheque required in favor of (with A/c No)	Amount
	Total Disbursement Amount	

Declaration for Signing in Vernacular Declaration

To
Bandhan Bank Limited.
_____ Branch

I, Mr./Ms. _____, Son, daughter of _____ residing
at _____
_____ do hereby state and declare on solemn affirmation as
under:-

I have read out and explained the contents of the loan agreement dated _____ (the "Loan Agreement"), and all other documents incidental to availing the loan of maximum principal amount
of ₹ _____/- (Indian Rupees _____ only) (the "Loan") from Bandhan Bank Limited by the Borrower(s) (as
defined in the Loan Agreement) to Mr./Ms. _____ and he/she/they have understood the
same and do hereby agree to abide by all the terms and conditions of the Loan and the documents in relation to the Loan. Pursuant to the same the aforesaid person(s) is/are affixing his/her/their
signature(s) /thumb impression(s) as given herein below:

I declare that whatever I have stated herein above is true and correct to the best of my knowledge.

Borrower :-	_____ (signature)	Name and Signature: _____
Co Borrower 1 :-	_____ (signature)	Name and Signature: _____
Co Borrower 2 :-	_____ (signature)	Name and Signature: _____
Co Borrower 3 :-	_____ (signature)	Name and Signature: _____
Co Borrower 4 :-	_____ (signature)	Name and Signature: _____
Co Borrower 5 :-	_____ (signature)	Name and Signature: _____

Name of the Witness: _____
Address of the Witness: _____

Signature: _____

INDEMNITY CUM DECLARATION

We,

- 1) Mr./Mrs. _____ S/H/W/O _____ aged _____ yrs,
2) Mr./Mrs. _____ S/H/W/O _____ aged _____ yrs,

both are residing at _____
_____ and do hereby declares as follows:

1. That, we have been sanctioned a loan amount of ₹ _____ /- (Rupees _____) by Bandhan Bank (Lender) under Small Loan against Property facility vide Loan Account Number _____
2. That, we have created security in favour of Bandhan Bank on our immovable property as described in schedule C of the Declaration dated _____
3. That, the Khazna of the said property for the current year is due or has not been paid to the BLRO, hence the Khazna Receipt for the current year is not available with us.
4. That, we will pay the Khazna as and when due or demanded and will submit the original receipt of the payment to Bandhan Bank immediately.
5. That, we will keep the Bank indemnified for any losses caused to the Bank due to our non-payment of Khazna to the BLRO and other cost, charges incurred by Bandhan Bank.

Borrower: _____

Co-Borrower: _____

Place: _____

Date: _____

AFFIDAVIT ON SANCTION PLAN SELF-CONSTRUCTION/PLOT AFFIDAVIT

We,

1) Mr./Mrs. _____ S/H/W/O _____ aged _____ yrs,

2) Mr./Mrs. _____ S/H/W/O _____ aged _____ yrs,

both are residing at _____

_____ do hereby solemnly affirm and state as under:

1. That, we have been sanctioned a loan amount of ₹ _____ /- (Rupees _____) by Bandhan Bank (Lender) under Small Loan against property facility vide Loan Account Number _____
2. That approval of the sanction plan is in process and expected shortly in the mean time we intend to start the construction of the house.
3. That the construction shall be strictly as per the sanction plan and we shall not violate the terms and condition of the said plan.
4. That we shall obtain the completion certificate of the house by a competent authority within 30 (thirty) days of the completion of the construction and in no event later than 3 (Three) months from the date of completion of the construction.
5. That in the event of the completion certificate not being obtained and furnished to Bandhan Bank within the stipulated time period, I/We understand that Bandhan Bank Limited will have the authority to recall the entire loan with interest, cost, charges and all other expenses.

Deponent/s

VERIFICATION

VERIFIED at _____ on this _____ day of _____ 20 _____, that, the contents of this Affidavit are true and correct to the best of my knowledge and belief and no material thing has been concealed there from.

Most important Terms and Conditions for Loan Against Property

Purpose for which Small Loan against property can be availed: The loan will be sanctioned for the purpose as mentioned in application.

Processing Fees: The Bank shall charge processing fees up to 1.5% of the loan amount or Rs 7500 whichever is higher plus GST.

Rate of Interest: Fixed Rate of Interest: Interest on the loan will be charged at the fixed rate of interest (detailed ROI for specific case as mentioned in the sanction letter) on reducing balance at monthly rests. Conversion of fixed rate to floating rate of interest will not be permissible at any time during the loan tenor.

Penal Charges: In the event of a default or delay in monthly payment of EMI or any irregularity in the account, the Bank reserves the right to levy an additional penal charges @2% per month on the irregular amount for the period of irregularity.

Pre-closure Charges: A pre-payment/ Pre-closure penalty @ 4% will be levied on fixed interest Loans if the loan served period is less than 12 months and @ 2% if loan is served greater than 12 month, irrespective of source of funds of the closure amount.

Schedule of other charges

Cheque Bouncing or Failed SI Charges	Nil
Repayment swapping charges	Nil
Fore closure statement	Nil
Document Retrieval charges	Nil
Duplicate Amortization schedule	Nil
Statement of Account	Nil
Duplicate NOC	Nil
Stamp duties	Actual as per state law
Cersai Charges	Actual as per Cersai
Equitable Mortgage charges	Actual as per state law

Bandhan Bank retains the rights to alter any charges or fees from time to time or introduce any new charge or fees, as it may deem appropriate, with due intimation to the customer.

Repayment: The loan is to be repaid in Equated Monthly Instalments over the tenure of the loan. The repayment instalment commences from a date specified in the sanction letter. The liability to the bank will be extinguished only when the outstanding in the loan account becomes Nil, on payment of residual amount, if any.

Primary Security: The loan at all times will be secured by Equitable / Registered mortgage of the land and building/flat which has no encumbrances presently and is absolutely clear and marketable against which the loan is to be sanctioned. Such collateral should be acceptable to the bank and shall be maintained in good order till the loan subsists and Bank reserves the right to inspect the property any time before or after disbursement of the loan. Customer shall not create any lien or charge of any other party on the said property until Bank provides a NOC for the same.

Utilisation or End use of the loan: The amount of the loan shall be utilized strictly for the purpose detailed in the sanction Letter and in the manner prescribed.

Insurance: The house/flat purchased/constructed with Bank's finance has to be insured against the risk of fire / riots/ earthquakes / lightning / floods or other perils etc. Premium of insurance shall be borne by the borrower.

Disbursement of the loan:

- All security documents as prescribed by the bank need to be executed by all the borrowers/guarantors.
- A valid mortgage (equitable or registered as the case may be) has to be created in favour of the Bank as per the laws of the State.
- All necessary statutory compliances are in place. Bandhan Bank may disburse the quantum of loan in lump sum at its own discretion as acceptable to Bank.
- Bank will disburse loan amount directly in account of the borrower by funds transfer only in single Tranche.
- The Bank reserves the right to collect any tax, if levied by the State/Central Government and/or other Authorities in respect of this transaction.

In the event of default: If the amount due i.e EMI is not paid by due date, the customer shall be sent reminders for payment of any outstanding on his loan account, by post, fax, call, email, SMS messaging and/or through third parties appointed for collection purpose to remind, follow-up and collect dues. Notwithstanding what is stated herein, it shall be the liability of the customer to ensure that the EMIs are regularly paid on the due dates.

Bandhan Bank: is authorised to disclose any information relating to the loan to any credit bureau (Existing or Future) approved by Government of India and RBI or any such government agencies without any notice to the borrower. Bandhan Bank is also authorized to make inquiries with any Credit Bureau or any other Bank if required. To avoid adverse impact on the credit history, it is advised that the customer should ensure timely payment of the amount due on the loan amount.

Customer Service: For any service related issues, customer can get in touch with Bandhan Bank by:

- Walking in to our nearest Bandhan Bank Branch.
- Calling Customer Help Line Number: 1800-258-8181 (Toll Free)
- Contact Customer Grievance Cell at our Head Office (Details on Help line Numbers and Grievance Cell available on www.bandhanbank.com)

We have read and understood or has been made to understand in the language we understand by translation in our vernacular language the most important terms and conditions of the Bandhan Bank Small LAP Loan.

Name & Signature
(Borrower)

Name & Signature
(Co-Borrowers)

Name & Signature
Guarantor)

Date: _____

Place: _____