AXIS BANK

HOME LOAN / LOAN AGAINST PROPERTY DOCKET

Executed on: ....

Borrower: ....

General conditions

Application to Home Loan and Property Based Loan provided by Axis Bank Limited

These general conditions contain the general terms and conditions applicable to Home Loan and Loan Against Property as detailed herein that may be provided by Axis Bank Limited from time to time.

These general conditions, if so stipulated by Axis Bank Limited, shall apply to such of the Home Loan and Loan Against Property as may be provided by Axis Bank Limited from time to time to various Borrowers.

ARTICLE – 1

Definitions and constructions

1.1 DEFINITIONS

In these general conditions, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings viz.:

“Application" shall mean the application for the particular loan made by the Borrower to the Bank and all information, particulars, and clarifications furnished by the Borrower to the Bank from time to time in respect there of.

"Bank" shall mean Axis Bank Limited, a Banking company within the meaning of the Banking Regulation Act, 1949 and registered under the Companies Act 1956, having its Registered Office at "Trishul", 3rd Floor, Opposite Samartheshwar Temple, Near Law Garden, “Ellis Bridge”, Ahmedabad – 380 006 and includes any office or branch or branches of the Bank through which the loan is dealt with.

“Borrower” shall mean the person(s) named in the loan agreement as Borrower and the expression "Borrower" shall, unless it be repugnant to the subject or as the context may permit or require, include,

(i) In the case of an Individual, his / her respective heirs, legal representatives, executors, administrators and permitted assigns. In case when the Borrower is more than one individual, each one of the individual being deemed to have entered into the loan agreement individually and all of them are deemed to have agreed to the liabilities under the loan agreement jointly and severally and the term Borrower shall include his / her / their respective heirs, executors, administrators and legal representatives and permitted assigns.

(ii) In the case of a solo proprietary concern, the proprietor / proprietors (both in his / her personal capacity and as proprietor / proprietress of the concern) and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the concern.

(iii) In the case of a partnership firm, any or each of the partners and survivor(s) of them and the partner from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the firm;

(iv) In the case of a company, its successors and permitted assigns.

“Branch” shall mean the branch of the Bank as mentioned in the loan agreement from where the loan / limits disbursed and shall include any other branch where the loan account is maintained or transferred to at any time or from time to time at the sole discretion of the Bank for payment / repayment in respect of the loan by the Borrower and includes the Branch where the Borrower is required by the Bank to maintain the Security for the loan from time to time.

“Business Day" shall mean a day on which the relevant office or branch of the Bank through which the loan is provided by the Bank or through which the Borrower has to make payment or repayment in respect of the loan, as the case may be, or such other office or branch, as may be notified by the Bank to the Borrower, is open for normal business transactions.

“Covenants and Undertakings” shall mean the diverse covenants, and undertakings set out under Article IV hereof and also under Article IX hereof for the specific type of loan which the Borrower is required to observe and perform during the currency of the loan.

“Penal Charges” shall have the meaning ascribed to it in Section 2.6 herein.

"Drawal Account" shall have the meaning ascribed to it in Section 2.2 (c) hereof.

“Due Date" shall mean the date(s) on which any amounts in respect of the loan including principal, interest or other monies, fall due in terms of the relevant loan agreement.

"EMI" or "Equated Monthly Instalment" shall mean the amount payable every month by the Borrower to the Bank comprising of interest or,as the case may be, principal and interest in terms of the loan agreement.

"Event of Default" shall mean any of the Events of Default specified in Section 7.1 hereof.

"General Condition" shall mean this GC-HPL-2013.

"Interest Rate" shall mean the rate at which the Bank shall compute and apply interest on the loan, as stated in the loan agreement or as may be amended from time to time by the Bank and conveyed to the Borrower vide letter to that effect.

"Irregularity" shall mean and include non-compliance or breach by the Borrower of the terms and conditions of any authorization and / or applicable law and / or the loan agreement and / or other documents executed by the Borrower.

"Loan" shall mean Home loan or loan against Property as may be provided / agreed to be provided by the Bank to the Borrower under the particular loan agreement, this General Conditions and such other documents governing the particular loan.

"Loan Account" shall have the meaning ascribed to it in Section 2.2(d) hereof.

"Loan Agreement" shall mean the particular loan agreement that may be entered into between the Borrower and the Bank, governing the terms and conditions of the particular loan or Overdraft facility.

"Parties" means the Bank and the Borrower referred to collectively.

"Purpose" means the purpose(s) for which the loan has been agreed to be provided or provided by the Bank, as more particularly specified in the loan agreement.

"RBI" means Reserve Bank of India.

"Representations and Warranties" shall mean the diverse representations and warranties set out under Article III hereof and for a specific type of loan under Article IX thereof.

"Sanction Letter" means the letter issued by the Bank in connection with the sanction of the loan and shall include all amendments to the Sanction Letter issued by the Bank from time to time and includes letter/s issued by the Bank from time to time amending the interest rate.

"Security" means the diverse security(ies) stipulated in the loan agreement, which the Borrower is liable to create or procure and furnish in favor of the Bank or Security Trustee approved by the Bank and appointed by the Borrower, as the case may be, to secure the repayment of the loan and payment of other monies under the loan agreement.

"Pre-EMI" shall mean the amount payable every month by the Borrower to the Bank as an interest on partly disbursed loan amount from the date of first disbursement of loan till the time loan is disbursed infull or upto moratorium period, whichever is earlier.

"Parent loan" shall mean the existing loan availed by the Borrower from the Bank by mortgaging the asset or property as collateral / security for the loan availed. The account number for which is stated in the Sanction Letter.

Politically Exposed Persons (PEP) are individuals who are or have been entrusted with prominent public functions in a foreign country, such as heads of states or governments, senior politicians, senior government / judicial / military, senior executives of state-owned corporations, important political party officials, etc.

1.2 PRINCIPLES OF INTERPRETATION:

The following principles shall apply in the matter of interpretation in this General Conditions and / or the particular loan agreement, unless the contrary intention appears:

a) (i) A reference to:

An agreement / document / undertaking / deed / instrument / indenture / writing includes all amendments made thereto from time to time, as well as all schedules, annexures, and appendices thereto.

"An Amendment" includes a supplement, modification, novation, replacement, or re-enactment, and Amended is to be construed accordingly.

"Authorization" includes an authorization, consent, clearance, approval, permission, resolution, license, exemption, filing, and registration.

"Control" includes the power to direct the management and policies of an entity, whether through the ownership of voting capital, by contract, or otherwise.

"Encumbrance" includes a mortgage, charge, lien, pledge, hypothecation, security interest, or any lien or any right of any description whatsoever.

"Law" includes any constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, authorization, or any published directive, guideline, requirement, or governmental restriction having the force of law, or any determination by or interpretation of any of the foregoing by any judicial authority, whether in effect as of the date of the Principal Document or thereafter and as amended from time to time.

"Repayment" includes repaid, repayable, and repay.

(ii) Reference to a Sub-clause, Section, or a Schedule, if any, shall denote a reference to such Sub-clause, Section, or Schedule as specified.

(iii) Singular includes the plural (and vice versa).

(iv) Clause headings are inserted for the sake of convenience only and shall not affect the interpretation of the provisions hereof.
(v) The arrangement of clauses in this General Conditions shall have no bearing on their interpretation.
(vi) Reference to the words "include" and "including" shall be construed without limitation.
(vii) Reference to a gender shall include references to the female, male, and neutral genders.
(viii) All approvals, permissions, consents, or acceptances required from the Bank for any matter shall require the “prior written” approval, permission,consent, or acceptance of the Bank.
(ix) All approvals, permissions, no-objections, consents of any regulator(s) or statutory body(ies) required by the Bank for any matter shall, unless otherwise agreed to by the Bank in writing, mean production to the Bank of "prior written" approval, permission, no-objection, or consent of such regulator or statutory body before the Bank may allow the Borrower to avail the loan.
(x) The words ‘hereof’, ‘herein’ and ‘hereto’ and words of similar import, when used with reference to a specific Section or Sub-clause in, or Schedule, shall refer to such Section or Sub-clause in, or Schedule, and when used otherwise than in connection with specific Sections, Sub-clauses, or Schedules, shall refer to the General Conditions or the loan agreement, as the case may be, as a whole.
(xi) In the event of any disagreement or dispute between the Bank and the Borrower regarding the materiality or reasonableness 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 as to the materiality or reasonableness of any of the foregoing shall be final and binding on the Borrower.
(xii) All capitalized terms used but not defined in the General Conditions shall have the respective meanings assigned to them under the loan agreement. Any capitalized term or other term not defined herein shall, if defined under the General Clauses Act 1897, carry the same meaning as assigned to it under the said Act.

ARTICLE II

Terms of Loan

2.1 BANK'S AGREEMENT TO LEND AND BORROWER'S AGREEMENT TO BORROW

a) The Bank may, at its sole discretion, including without limitation such discretion being exercised by the Bank pursuant to the Borrower having been debarred from raising funds in accordance with RBI guidelines, based on the disbursement request and subject to the Borrower making representations and warranties and agreeing to the covenants and undertakings pertaining to the particular loan, and based on the details provided in the application made by the Borrower for the said loan, and subject to the loan agreement, general conditions, and other documents executed or tendered by the Borrower in relation to the said loan, lend to the Borrower the said loan.

b) The relationship between the Bank and the Borrower, as lender and Borrower, shall commence from the date of the loan agreement and subsist until all monies due and payable by the Borrower to the Bank under the loan agreement and under all other documents pursuant thereto have been fully paid to and received by the Bank.

c) The loan agreed to be provided shall be subject to additional terms and conditions as stipulated under Article IX for the particular type of loan agreed to be provided by the Bank to the Borrower.

d) The loan agreed to be provided shall also be subject to such additional terms and conditions as the Bank may from time to time stipulate in respect of the particular type of loan due to changes in market / financial / regulatory conditions.

e) The Borrower hereby agrees that the credit facility hereby granted is solely at the discretion of the Bank and may include approval or disallowance of facilities, such as drawings beyond the sanctioned limits, honoring cheques issued for purposes other than specifically agreed to in the credit sanction, and disallowing further drawing on a borrowal account on its classification as a non-performing asset or on account of non-compliance with the terms or sanction. The Borrower hereby agrees that the Bank does not have any obligation to meet further requirements on account of growth in business without proper review of credit limits.

f) The Key Fact Statement (KFS) has been included as a summary box in the Schedule and shall be an integral part of the Agreement to be read together along with the Agreement.

2.2 DISBURSEMENT

a) The Bank shall, unless agreed between the Borrower and the Bank otherwise, disburse the loan in the manner set out in Article IX for the disbursement of the particular type of loan.

b) The Borrower shall bear the charges in relation to the disbursement (including charges for issuance or for the collection of proceeds on Pay Order or Demand Draft).

c) The Borrower shall, if required by the Bank, open cash credit account(s) or other account(s) (hereinafter referred to as "the Drawal Account," which expression shall mean any or each of such account(s), as the context may permit or require) at the branch(es), as ,may be specified in the loan agreement or intimated to the Borrower by the Bank from time to time, for the Bank to disburse the loan and / or debit all costs, charges and expenses incurred by the Bank as per the loan agreement in respect of the loan.

d) The Borrower shall, if so required, open current account(s) or other account(s) (hereinafter referred to as "the loan Account") at the branch of the Bank as specified in the loan agreement or such other branch as may be intimated to the Borrower by the Bank from time to time, for payment / repayment in respect of the loan availed, including payment of all costs, charges, expenses incurred by the Bank and reimbursements which the Borrower is required to make to the Bank under the provisions of the loan agreement.

e) The loan may be drawn out of the Drawal Account from time to time or disbursed in installments, and the loan shall be utilized by the Borrower exclusively for the Purpose. Notwithstanding the above the Bank may not disburse at any time, any amount under the loan unless the following conditions are complied with in the sole discretion of the Bank:

(i) The loan agreement is duly executed and delivered to the Bank by the Borrower.
(ii) The Borrower satisfies the Bank that they have (or, on purchase, utilizing the loan will have) clear and marketable title to the Property.
(iii) The Borrower satisfies the conditions set forth by RBI or any other statutory or regulatory authority applicable to the loan and / or the Borrower and / or the Purpose from time to time.
(iv) The Borrower (in the case of an individual being the Borrower) submits to the satisfaction of the Bank a Certificate of Employment from their Employer and their financial statements.
(v) The Borrower submits post-dated cheques / Electronic Clearing Service mandate / Standing Instruction mandate towards repayment in installments.
(vi) Submit any other document or writing as required by the Bank at its sole discretion.
(vii) Submits all necessary approvals and permissions from appropriate authorities, including but not limited to approvals and certificates from corporations.

f) The Bank having disbursed any amount, may not disburse any further amount under the loan unless the following conditions are complied with in the sole discretion of the Bank before such further disbursement:

(i) No event or default shall have occurred.
(ii) The Borrower shall have provided evidence of the use of prior disbursements.
(iii) The Borrower shall have assigned the required property insurance policy(ies) in favor of the Bank.
(iv) The Borrower shall have produced periodic financial statements.
(v) The Borrower shall have produced any other documents or writings as required by the Bank at its sole discretion, which shall be binding on the Borrower.

Notwithstanding the above, disbursement of further amount in respect of the loan is also subject to such further conditions or guidelines or directions issued by RBI or any other statutory or regulatory authority from time to time.

g) The execution of sale deed for purchase of the property for which the said loan is granted, has been scheduled on the date provided in Schedule VIII and the details of the demand draft(s)/cheque(s) needs to be incorporated in the sale deed. Bank has agreed to disburse the loan by way of demand draft(s)/cheque(s) to be handed over to the seller simultaneously with the execution of the sale deed. In view of the above, the Borrower requests the Bank to disburse the loan amount of such amount as specified in Disbursement Request Formthrough demand draft(s)/cheque(s).

h) The Borrower also do hereby authorize the authorized agency / representative (as specified in Schedule VIII), to collect the original disbursement demand draft(s)/cheque(s) with the details as mentioned below on my/our behalf and as my/our agent/representative, from the Bank. The Borrower does hereby agree and confirm that the Bank will be in full compliance of the terms and conditions of the sanction and the Borrower shall not have any further claims or contentions against the Bank, upon the Bank handing over the said demand draft(s)/cheque(s) to the said authorized agency / representative acting as the Borrower's agent/representative. Kindly release the cheque at the time of completion of the transaction.

I) Disbursal Schedule (applicable for stage wise disbursal):

1) Disbursal schedule shall be drawn basis Borrower's disbursement (In stages or 100% upfront) request received at the time of disbursement of loan.
2) If Borrower requests for stage wise disbursement of the loan, below mentioned clause shall be applicable:

j) Stage Wise Disbursal Clause:
In cases where the Borrower has availed a Loan from the Bank for an under-construction property /plot along with under-construction property ('Property'), the Bank shall disburse the Loan in a phase-wise manner as follows:

i) Where the Property is purchased from a builder/developer, disbursement of the Loan during the construction period shall be done, inter alia, as per the construction plan agreed in the relevant sale agreement, including upon:
(A) signing of the tripartite agreement /quadripartite agreement with the builder/developer, and
(B) submission of original/certified copy of allotment letter to the Borrower issue by the said builder/developer.

ii) Where the Property has been purchased from a development authority/housing society, disbursement of the Loan during the construction period shall be done basis the construction plan agreed in the relevant sale agreement, including upon submission of original/certified copy of allotment cum demand letter issued by the said development authority/housing society.

iii) Where the Property is being self-constructed by the Borrower, disbursement of the Loan shall be basis the construction completion timeline estimate provided by the architect appointed by the Borrower which has been validated by the Bank.

iv) Where the Property has been purchased by the Borrower in a re-sale, disbursement of the Loan shall be done basis the progress report of the construction prepared by the Bank, including upon:
(A) signing of the agreement for sale between the Borrower and the seller and
(B) submission of original/certified copy of allotment/re-allotment letter by the seller/builder/developer.

v) Where there is a balance transfer of loan for a Property from another bank/financial institution, disbursement of the Loan shall be basis the progress report of the construction prepared by the Bank including upon, submission of original/certified copy of demand letter and allotment letter issued by the builder/developer.

k) Notwithstanding the aforementioned, if the construction of the Property does not progress as per the terms and conditions stipulated in the relevant documents mentioned above, the Bank shall have the sole discretion to disburse the relevant Loan amount basis the confirmation from the Bank regarding the completion of the relevant stages of construction of the Property.

2.3 INTEREST AND LOAN ACCOUNT

a) The Borrower is also fully aware and also hereby agrees and acknowledges that the Bank will start to charge the interest on the above mentioned loan from (i) the date when the demand draft(s)/cheque(s) is/are handed over to the above mentioned authorized representative being the Borrower's authorised person or the borrower if disbursement is made by way of demand draft(s) / cheques; or (ii) from the date of debit of the Drawal Account simultaneously with the Bank's disbursement of the loan by way of NEFT / RTGS / other means of online transfer.

b) Interest on the loan shall be payable every month separately until the repayment of the loan by way of Equated Monthly Installments (EMI) has commenced.

c) Interest, tax and other levies as may be applicable from time to time on the loan shall be borne by the Borrower.

d) The Bank shall be entitled to debit all other amounts due and payable by the Borrower under the loan agreement (including but not limited to interest, tax, fees, stamp duty, costs, service / prepayment and other charges, claims, and expenses) to the Borrower's Drawing Account unless separately reimbursed to the Bank by the Borrower. Such amounts shall form part of the loan.

e) All amounts in default for payment (i.e., not paid by the Borrower when due to the Bank), including arrears of EMI, interest before the commencement of EMI, costs, charges, and expenses debited to the Drawal Account, shall attract penal charges at the rate mentioned in Sec. 2.6 herein for the period of default and penal charges shall thereafter accrue at such revised rates.

f) In the event of any delay in taking delivery of DD(Demand Draft)issue towards the disbursement of the loan by the Borrower or where the Borrower is not availing the loan after requesting the same, the Borrower shall be liable to pay the applicable interest as specified by the Bank.

2.4 FEES, CHARGES, COSTS, AND CLAIMS

A) ALL AMOUNTS DUE UNDER THIS AGREEment shall be subject to applicable taxes including but not limited to Income Tax and Goods and Service Tax. The same will be additionally charged and needs to be reimbursed by the Borrower to the Bank.

b) The Bank shall also be entitled to recover from the Borrower any other charges or costs incurred, or claims suffered by the Bank in connection with the loan, including on account of the execution and stamping of the loan agreement and any other documentation or Security creation pursuant to the loan agreement.

2.5 REPAYMENT

A) THE BORROWER shall repay to the Bank the amount equated in terms of monthly instalments, each by the first day or as per dates set out in the loan agreement of each calendar month, such part thereof as shall remain due and owing to the Bank. The equated monthly instalment includes an interest component.

b) The loan (including the principal, interest thereon, and any other charges, premium, fees, taxes, levies, or other dues payable by the Borrower to the Bank in terms of the loan agreement) shall be repayable by the Borrower to the Bank:
   (i) At the Branch (or at any other branch of the Bank or at any other place as may be notified by the Bank under intimation to the Originating Branch).
   (ii) By way of EMI as mentioned in the loan agreement towards repayment of principal and interest; and
   (iii) By separate payments in case where (a) the loan is proposed to be paid before the commencement of EMI, or (b) towards repayment of interest before the commencement of the EMI, or © towards repayment of penal charges, fees, charges, taxes, claims, costs, and expenses charged to the loan.

c) The EMI shall be arrived at so as to comprise repayment of principal and payment of interest calculated on the basis of the interest rate, periodicity of repayment, of the entire liability under the loan at the end of its tenor, and the Borrower shall continue paying EMIs until all amounts due under the loan have been repaid in full to the Bank.

d) No notice, reminder, or intimation will be given to the Borrower regarding his obligation to pay the EMI regularly on each due date. It shall entirely be his responsibility to ensure prompt and timely payment to the Bank. Any delay or default in payment of any EMI shall make the Borrower liable to pay to the Bank Penal Chargeat the rate mentioned in Section 2.6 herein (for the period of such default) besides constituting an Event of Default, thereby making all sums under the loan agreement due and payable to the Bank forthwith.

e) All repayments of principal and payment of interest and all other amounts by way of EMI or otherwise shall be given effect to in the loan account in accordance with the method of effecting payment as stated in the loan agreement or in this General Conditions or as adopted by the Bank from time to time.

f) NRI Borrowers are to ensure that the payment of the loan should be by debit to the NRE / NRO account of the Borrower. These loans can also be repaid by any close relative (as defined under the Companies Act) of the Borrower in India through account-to-account transfer.

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

h) **Monthly Instalments:** The number of monthly repayment instalments communicated in the Sanction Letter consists of the tenure of EMI payment as well as the Pre-EMI period.
   (i) In the case of Home loans, Pre-EMI is only applicable for partly disbursed loan amounts from the date of the first disbursement of the loan till the time the loan is disbursed in full or up to 30 months from the date of the first disbursement of the loan, whichever is earlier.
   (ii) In the case of Super Saver Home Loans, Pre-EMI is only applicable for partly disbursed loan amounts from the date of the first disbursement of the loan till the time the loan is disbursed in full or up to 24 months from the date of the first disbursement of the loan, whichever is earlier.
   (iii) In case of Loan Against Property, Pre-Emi is only applicable for partly disbursed loan amount from the date of first disbursement of loan till the time loan is disbursed in full or up to 3 months from the date of first disbursement of loan, whichever is earlier.
   (iv) In case of Loan Against Property – Commercial Purchase, Pre-Emi is only applicable for partly disbursed loan amount from the date of first disbursement of loan. For under construction commercial purchase, the Pre-EMI period will be 12 months from the date of first disbursement or till the time loan is full disbursed, whichever is earlier.

2.6 PENAL CHARGE

Notwithstanding anything to the contrary contained herein, the parties agree as follows:

i. The Reserve Bank of India, vide Circular dated August 18, 2023 "Fair Lending Practice - Penal Charges in Loan Accounts", issued instructions ("RBI Instructions") regarding quantum and levy of Penal Charges on loan accounts. The RBI Instructions also stipulate that the penalty/ penal interest being charged for Loan Accounts is to be treated as 'Penal Charges'. The RBI Instructions have become effective from 1st April 2024 notified by the RBI

ii. The penalty/penal interest being charged for the Loan(s)/Facility(ies) under and pursuant to this financing document, are treated as penal charges ("Penal Charges")

iii. With reference to revised circular from Central Board of Indirect Taxes (CBIC) GST circular number '245/02/2025-GST' dated 28.1.2025 wherein the government has clarified that GST is not applicable on penal charges levied by RBI regulated entities, in compliance with RBI directions dated 18.08.2023, for non-compliance with material terms and conditions of loan contract by borrower

2.7 TAXES, IMPOSTS, COSTS, CHARGES, ETC.

The Borrower shall bear all taxes, other imposts, costs, charges, fees, and duties, including stamp duty (including additional / differential stamp duty due to migration of documents or increased stamp duty due to statutory authorities' assessment of applicable stamp duty), and registration and filing charges in connection with the loan, as may be levied from time to time by the Government or other authority, including those incurred by the Bank, in accordance with the laws for the time being in force in respect of or in connection with the loan agreement and / or the Security created. In the event of the Borrower failing to pay the monies referred to above, the Bank shall be at liberty, but shall not be obliged, to pay the same. The Borrower shall reimburse all sums paid by the Bank with interest applicable for Reimbursements under Sec. 2.8 hereof. The Bank shall be entitled to debit the relevant Drawal Account of all sums paid by it pending reimbursement by the Borrower.

2.8 REIMBURSEMENTS

The Borrower shall reimburse all sums paid and / or expenses incurred by the Bank (including by or on behalf of their representatives / consultants / appraiser) and all insurance premiums and other expenses under the loan agreement and / or the documents governing or pertaining to the security created, which the Borrower is liable to pay / incurs but, due to failure / default by the Borrower in paying / incurring the same, the Bank has paid / incurred them, with Penal charges as stipulated in Section 2.6 herein, from the date of such payment until the date of reimbursement, in accordance with the provisions contained herein. The Bank shall be entitled to debit the relevant Drawal Account of all sums paid by it pending reimbursement by the Borrower.

2.9 The benefits of 12 EMI waiver are available for selective schemes, subject to the terms and conditions stipulated in the Sanction Letter. All the terms and conditions of the Sanction Letter shall be deemed to be part of the loan agreement as if they have been specifically incorporated therein.

2.10 The Borrower shall fully insure the property to be purchased / constructed against all losses, damages on account of fire, riots and other hazards like earthquake, floods and if required by the Bank against any other insurable risk for facilities availed under Power Home / Loan - Purchase of Commercial Property / Loan against Property (normal & Low income) / Top - Up Home Loans. The policy in respect of such Property Insurance, if availed by the Borrower, will be assigned in favour of the Bank. The Bank has tied up with the insurance provider as specified in the Schedule with whom the Bank has a nationwide tie up. In case the Borrower is interested in availing the above facility of Insurance through the Bank, the Borrower may do so; however, the Bank makes it very clear that it is not mandatory to use the services of mentioned Insurance provider. The Borrower has to submit the insurance policy, if availed, before final disbursement of the Loan Amount to the Bank. Insurance plan(s) from the insurance partner(s) engaged by the Bank ('such insurance partner(s)') are made available for the Borrower's convenience and in case the Borrower opts for the same, the Bank can assist the Borrower in the enrolment of the chosen plan. It is clarified that purchase of the insurance cover from such insurance partner(s) shall be voluntary/optional and is not linked to availment of any product(s)/service(s) from the Bank. The Borrower may choose to avail the insurance cover from such insurance partner(s) or from any other insurance providers.

ARTICLE III

Representations, Warranties and Declarations

The Borrower makes the following representations, warranties and declarations and further confirms that they will continue to remain, true, correct, valid and subsisting in every respect as of the date of the loan agreement through the date(s) of drawals under the loan upto the date of complete repayment/payment in full of the loan and all monies in respect thereof as per loan agreement

3.1 BORROWER'S REPRESENTATIONS AND WARRANTIES

With a view to induce the Bank to grant the loan to him the Borrower, represents / warrants to / covenants / undertakes with the Bank that he:

a) Has given complete and correct information details in the application about himself and the property. The Borrower further confirms that no material change or alteration has taken place subsequent / to the date of application which would jeopardize Borrower's capacity to pay / repay in respect of the loan and / or the security, in any manner whatsoever.

b) Is (when the property is in existence) or shall be (when the property shall come into existence upon the proposed utilization of the loan) absolutely seized and possessed with and sufficiently entitled to the property.

c) Shall always have, until all his dues under the loan agreement and other documents are paid to the Bank, a clear and marketable title to the property, free from all encumbrances whatsoever.

d) Has no pending claims demands litigation or proceedings against him before any court or authority (public or private) and further warrants that there are no mortgages, charges, lien or other encumbrances or any rights by way of fight. water or other easements in respect of the said Property.

e) Shall induct no such person whose name is appearing in the list of Wilful defaulters on its board and that in case, such a person is found to be on its Board, it would take expeditious and effective steps for removal of such person from its Board."

3.2 BORROWERS' DECLARATION

a) The Borrower declares, assures and states that, except as mentioned in the application, the Borrower is not a director nor relative (as specified by RBI) of any director or none of its directors / partners / members (if the Borrower is a company / partnership firm) is a director of the Bank or any other Bank(s) including Scheduled Co-operative Banks, subsidiaries / trustees of mutual funds / venture capital funds and the Borrower is not a relative (as specified by RBI) or none of its directors / partners! members (if the Borrower is a company / partnership firm) of any senior officer (as specified by RBI) of the Bank or of any other Bank(s);

b) The Borrower makes the above declaration solemnly and sincerely believing the same to be true and knowing fully well that on the faith and strength of the correctness thereof the Bank has agreed to grant the loan. The Borrower agrees that it is a condition of the grant of the loan that if any statement made with reference to the above is found to be false at any time the Bank shall at liberty and entitled to revoke / recall the loan.

c) The Borrower declares and confirms that he is not a party to any litigation of any material character affecting the Security and Borrower is not aware of any facts likely to give rise to such litigation or any material claims or enquiries from tax authorities or other statutory authorities.

d) The Borrower represents and confirms that the Borrower has undertaken due diligence of the property and is fully and independently satisfied with the good, clear, and marketable title of the property. They acknowledge that they are not relying upon the Bank for any such due diligence.

e) The Borrower agrees and confirms that in the event of any default under the agreement, the Bank shall, in addition to other rights and remedies available to it, also be entitled to exercise all rights and remedies available to the Borrower under the Real Estate (Regulation & Development) Act, 2016. This includes rights related to refund along with interest and the first refusal for carrying out development works. The Borrower hereby subrogates all its rights in favor of the Bank.

f) The Borrower agrees and confirms that it has no objection to the mortgage / hypothecation / charge / security interest to be created by the builder / developer / promoter(s) over the property in favor of the Bank.

g) The Borrower(s) must utilize the Borrowed funds solely for the purpose for which the loan is granted, and they cannot make any material transfers to their group entities from such funds without the consent of the Bank.

h) The Borrower (individual Borrower) agrees that they are not a Politically Exposed Person (PEP) and further undertakes to inform Axis Bank in the event that they or any of their family members / close relatives become a PEP. In such an event, the Bank will seek approval from its senior management to continue the business relationship and subject the account to customer due diligence measures applicable to PEP category customers, including enhanced monitoring on an ongoing basis.

i) The Borrower (all types of non-individual Borrowers) agrees that none of its Directors / Partners / Trustees / Office Bearers / Promoters / Authorized Signatories / Beneficial Owners, in the organization or any of their family members / close relatives, is / are Politically Exposed Persons (PEP) and further undertake to inform Axis Bank in the event that any of them becomes a PEP. In such an event, the Bank will seek approval from its senior management to continue the business relationship and subject the account to customer due diligence measures applicable to PEP category including enhanced monitoring on an ongoing basis.

ARTICLE IV

Conditions precedent to disbursement and covenants and undertakings applicable during the currency of the Loan

4.1 CONDITION PRECEDENT TO DISBURSEMENT OF THE LOAN

The Borrower shall satisfy the Bank's compliance with the following conditions precedent before seeking disbursement of the loan:

a) In the case of construction or improvement of the building by the Borrower under the loan, the Borrower has obtained the building plan approved / sanctioned by the Competent Authority, and a copy of the sanctioned plan shall be delivered to the Bank before disbursement of the loan.

b) In the case of the purchase of property with a building utilizing the loan, the Borrower shall procure from the seller and deliver to the Bank:
   - A copy of the building plan approved / sanctioned by the Competent Authority before disbursement of the loan.
   - An affidavit affirming that the building has been constructed as per the approved / sanctioned building plan and / or building by-laws and, where applicable, has completion certificate issued by the Competent Authority along with a copy of the completion certificate.

c) The loan and the contribution of the Borrower towards the Purpose shall be in such proportion as indicated by the Bank in the Sanction Letter, which may be altered from time to time by the Bank, having regard to the RBI or other regulatory guidelines.

d) Every disbursement out of the loan shall be sought by the Borrower only after the Borrower brings in their pro-rata contribution towards the Purpose, according to the proportion indicated by the Bank. If required by the Bank, the pro-rata contribution shall be brought into the Drawal Account to enable the Bank to disburse the aggregate of the Bank's pro-rata share of the loan and the Borrower's pro-rata contribution towards the Purpose.

e) Bank has the absolute right to call upon the Borrower to comply with and pay the statutory payments under the Income Tax Act, Sales Tax Act, Service Tax Act, Value Added Tax Act, Goods and Service Tax and such other acts as may be applicable to the Borrower or have to be complied with by the Borrower from time to time and all such payments have to be made by the Borrower from their contribution towards the Purpose and provide proof of the same before seeking disbursement from the Bank out of the loan.

f) The Bank shall within 15 working days after receiving a request from the Borrower along with the submission of all required documents be liable to make every disbursement under this Loan.

g) In case of Purpose being acquisition of real estate property in the form of flat in a building under construction, the Borrower shall arrange for execution of Tripartite agreement among the Borrower, the Builder engaged in the construction of the building and the Bank in such form as may be settled by the Bank.

4.2 BORROWER'S COVENANTS AND UNDERTAKINGS:

The Borrower shall be bound by and comply with the covenants and undertakings set out in this article during the currency of the loan agreement until the date of complete repayment or payment in full of the loan and all monies in respect thereof, as per the loan agreement.

a) Make available to the Bank such security (including mortgage over the Property) in such form and substance asmay be required by the Bank: Provided in the case of loan availed by the Borrower for repaying the loan availed from any other bank / financial institution / housing finance companies, the Borrower shalt ensure all documents of title in respect of the Property are released by the said other bank / financial institution / housing finance companies, the Borrower shalt ensure all documents of title in respect of the Property are released by the said other bank / financial institution / housing finance company and delivered and deposited with the Bank within 30 days from the date of first disbursement out of the loan.

b) Ensure that the Purpose for which the loan is advanced by the Bank is fulfilled in all aspects and provide the Bank with necessary documents, including construction completion certificate, occupancy certificate, and / or purchase documents, as required by the Bank.

c) Not, during the tenure of the loan agreement, avail of or obtain any further loan or facility on the security of the Property without the prior written consent of the Bank;

d) Notify the Bank of any event or circumstances that might cause a delay in the commencement, construction, or completion of the Property.

e) Utilize the loan for the Purpose sanctioned by the Bank, and any change in purpose can only take place with the prior written permission of the Bank. The Bank has the right to appoint auditors or mandate statutory auditors of the Borrower (in the case of a juridical person) to audit and certify the end-use of the loan.

f) In the case of construction or improvement of the building by the Borrower, under the loan, the Borrower undertakes and confirms that:
   (i) The Borrower shall not violate the sanctioned plan
   (ii) All construction shall be done strictly as per the sanctioned plan:
   (iii) All statutory requirements shall be fulfilled, and

(iv) On completion of construction, or improvement of the building, if called upon by the Bank, execute an affidavit in favor of the Bank specifically affirming that the building has been constructed or improvement has been done carried out as per approved / sanctioned building plan and / or building bye-laws and, where applicable, has Completion Certificate, issued by the Competent Authority and deliver, along with the affidavit, a copy of the Completion Certificate.

g) In the case of construction of the building by the Borrower, obtain the requisite completion certificate from the Competent Authority within 3 months of completion of the construction and comply with other terms mentioned above. Failure to do so grants the Bank the absolute power and authority to recall the entire loan amount with applicable interest costs and charges.

h) Duly and punctually comply with all terms and conditions applicable and do all such acts (as also the rules, regulations and bylaws of the concerned entity, whether society, company or condominium of apartment owners) as required for holding the Property as its lawful owner and continuing in possession of the Property.

I) Not be entitled to demand that the Bank continues to disburse the loan if (i) construction or activities pertaining to the Property are unduly delayed or stopped for any reason, as decided by the Bank, (ii) the loan is not fully drawn as per the loan agreement, or (iii) if any monies including charges, overdue interest, pre-EMI interest which are due to the Bank remain payable to the Bank.

j) Comprehensively insure and keep insured, with the Bank as the sole beneficiary, (i) the Property for its full market value or replacement cost, and (ii) whenever required by the Bank, the risk of death and injury of the Borrower, and

- Shall assign in favor of the Bank and submit the original insurance policy document(s) and premium / payment receipts to the Bank.
- Shall promptly inform the Bank of any loss or damage to the property due to any force majeure or Act of God.
- Shall do all acts as may be required to maintain the Bank's status of sole beneficiary (under the sole insurances) and receive money thereon.

k) In addition to the income / financial statement/s required by the Bank, furnish such other information / documents concerning his employment, trade, business, profession or otherwise as the Bank may require from time to time.

l) Promptly and without requiring any notice or reminder from the Bank. repay to the Bank, the loan in accordance with the loan agreement.

m) (In case of more than one borrower) be jointly and severally liable to repay the loan. interest and all other sums due and payable under the loan agreement and to observe its terms and conditions.

n) Maintain the Property in good order and habitable condition, preventing its deterioration or any act that may cause permanent damage. The Borrower should not do anything that renders the Security insufficient.

o) Pay and discharge all taxes, outgoings, charges, and dues related to the Property, including those to the society, condominium, company, promoters, bodies, and authorities (public or private).

p) Where applicable, shall inform the Bank of any likely change in Borrower's employment.

q) Not change the use of the Property.

s) Not during the tenure of the loan agreement, either part with possession of or create third party rights in the Property of any part of it (weather by way of sale, exchange, lease, mortgage, agreement or option or otherwise).

t) Not combine, merge, amalgamate, or consolidate the Property with any other property having a right of way or easement to or over the Property.

u) Not stand surety or guarantor for any third party liability or obligation.

v) Being a resident in India, shall not leave India for employment or business or long stay without first fully repaying the loan then outstanding due and payable with interest and other dues, including prepayment charges, if any.

OR

Being a non-resident Indian, shall not leave his/her current place of residence for employment or business or long stay without first fully repaying the loan then outstanding due and payable with interest and other dues, including prepayment charges, if any.

w) Notify the Bank in case of any change in the Borrower's residential status, such as Resident Indian / OCI / PIO / NRI.

x) Keep himself aware of the rules of the Bank, as pertain to loan, and in force from time to time; and

y) If the Borrower is a company / firm / body corporate, notify the Bank at least 30 days in advance of any intended changes in business, constitution, constitutional documents, cessation of business, or change in address.

z) In case the Borrower is a company / firm/ body corporate / trust / society, the directors / partners trustees / members of governing body of society should not be persons who suffered any disqualification for holding such position under any law or rules or regulations or regulatory guidelines, applicable from time to time. In the event of such person(s) incurring such disqualification, the Borrower shall take expeditious and effective steps for removal of such person(s) from such position of the Borrower immediately and in any case within 30 days of he / she incurring such disqualification.

aa) Not object and hereby acknowledges and agrees that the Bank has a right to award a separate mandate to our Auditor or any independent Auditor, as the Bank may deem fit with a view to obtain a specific certificate regarding diversion /siphoning of funds by the Borrower. The Borrower agrees and undertakes to co-operate with such Auditors and provide the necessary information and/or documents as may be required by such Auditors. The Borrower also agrees and undertakes to bear all the expenditure in respect of obtaining the said Certificate and agrees to indemnify end keep the Bank indemnified in this regard.

bb) The Borrower agrees that he is not a PEP (Politically Exposed Persons-are individuals who are or have been entrusted with prominent public functions in a foreign country, e.g.. Heads of States / Governments, senior politicians, senior government / judicial / military officers, senior executives of state-owned corporations, important political party officials, etc.) and undertakes that in the event of subsequently becoming a PEP, he will immediately intimate the Bank regarding the same."

cc) None of the directors of the Bank or relatives of directors (as defined in the RBI Master Circular - Loans and Advances - Statutory and Other Restrictions) is a director / partner, manager, managing agent, employee or guarantor of the Borrower or of a subsidiary of the Borrower or of the holding company of the Borrower and that none of them hold substantial interest in the Borrower or its subsidiary or its holding company.

dd) To the best of the Borrower’s knowledge none of the directors of any other bank or the subsidiaries of the banks or trustees of mutual funds / venture capital funds set up by the banks or their relatives as defined in the RBI Master Circular - Loans and Advances - Statutory and Other Restrictions is a director / partner, manager, managing agent, employee or guarantor of the Borrower and that none of them holds substantial interest in the Borrower.

ee) To the best of the Borrower's knowledge none of senior officials of the Bank or the participating banks under consortium or their relatives as defined in the RBI Master Circular - Loans and Advances - Statutory and Other Restrictions is a director / partner, or guarantor or members of HUF of the Borrower and that none of them hold substantial interest in the Borrower.

ff) Neither the Borrower nor any entity or person associated with the Borrower have been debarred from raising of funds and / or seeking additional credit facilities from any financial entities regulated by RBI. The Bank agrees, at its sole discretion, including without limitation such discretion being exercised by the Bank pursuant to the Borrower having been debarred from raising funds in accordance with RBI guidelines

4.3 FURTHER COVENANTS AND UNDERTAKINGS

The Borrower shall be subject to further Covenants and Undertakings as stipulated under Article IX for the particular type of loan agreed to be provided by the Bank to the Borrower.

4.4 BORROWER'S UNDERTAKING ON THE SANCTION LETTER AND LOAN AGREEMENT

a) The Borrower shall be bound by and shall comply with all the terms and conditions of the Sanction Letter, and all the terms and conditions of the Sanction Letter shall be deemed to be part of the loan agreement as if they have been specifically incorporated therein.

b) The Borrower shall abide strictly by all the terms and conditions contained in the Sanction Letter and the loan agreement governing the loan including the liability to repay the loan in case of termination/ recalling of the loan in the circumstances mentioned in this General Conditions.

c) The Borrower covenants and agrees that, so long as the Loan Obligations are outstanding, and until the full and final payment of all Loan Obligations to the satisfaction of the Bank, the Borrower shall:
   (i) maintain proper books of accounts to accurately reflect its financial condition;
   (ii) execute a ‘Letter of Acknowledgement of Debt’ in favour of the Bank, whenever the Bank may call upon the Borrower to do so, in such manner and form as the Bank may deem fit.
   (iii) co-operate with such auditors as may be appointed by the Bank with a view to obtain specific certificate regarding utilization/diversion/siphoning of funds, provide the necessary information and/or documents as may be required by such auditors, and bear all the expenditure in respect of obtaining the said certificate and

agrees to indemnify and keep the Bank indemnified in this regard.co-operate with such auditors as may be appointed by the Bank in case the Facilities or the loan account of the Borrower is red-flagged by the Bank and/or any other lenders. The Borrower further covenants and agrees to provide the necessary information and/or documents as may be required by such auditors, and bear all the expenditure in respect of the same and agrees to indemnify and keep the Bank indemnified in this regard.

(iv) The Borrower covenants and agrees that, so long as the Loan Obligations are outstanding, and until the full and final payment of all Loan Obligations to the satisfaction of the Bank, the Borrower shall co-operate with such auditors as may be appointed by the Bank in case the Facilities or the loan account of the Borrower is red-flagged by the Bank and/or any other lenders. The Borrower further covenants and agrees to provide the necessary information and/or documents as may be required by such auditors, and bear all the expenditure in respect of the same and agrees to indemnify and keep the Bank indemnified in this regard.

(v) That the Bank has a right to subject the borrowal accounts of the group companies of the Borrower to examination by the Bank from a fraud angle under RBI guidelines if the account of the Borrower is identified as fraud by any lender subject to the promoters or whole time directors are common inter-se the Borrower and such group companies.

(vi) That the Bank will immediately red-flag any account of the Borrower held with the Bank in cases where law enforcement agencies have suo moto initiated investigation involving such accounts.

d) The Borrower further undertakes to the Bank that upon takeover of loans / units by the Bank, the Borrower shall deposit the original title documents (as per List of Documents (LOD as mentioned in Schedule V) with the Bank within suchdays as mentioned in Schedule VIII, and such exclusive mortgage / security shall be created by the Borrower without raising any dispute whatsoever against the Bank. And the Borrower furthermore indemnifies against all claims, demands, actions, proceedings, loss, damages, liability, costs, charges, and expenses whatsoever incurred by the Bank for the creation of mortgage over the said property.

e) The Borrower further agrees and confirms that after disbursement of the sanctioned amount in favor of the existing lender, if there is any shortfall towards the closure of the existing loan account, the Borrower agrees to remit the shortfall amount, if any, for the smooth closure of the existing loan without raising any dispute whatsoever against the Bank and get the original title documents released as mentioned above, along with NOC.

f) The Borrower further agrees to furnish, forthwith upon demand of the Bank, such security or additional security to secure obligations of the Borrowers under this indemnity, as may be required by the Bank, so as to fully secure the Bank's interest hereunder and to execute, deliver, and register such security documents in form and substance satisfactory to the Bank. And the decision of the Bank as to the nature and value of such security and as to the form of such security documents shall be final, conclusive, and binding on me.

g) The Borrower further acknowledges that for disbursing the limits / loans, the Bank has incurred charges towards processing or the said facility, like preparing loan files, property verification, valuation, report, statutory charges, etc.

h) As per the normal arrangements, the above charges being incurred by the Bank are to be paid by the Borrower. However, there are chances that even after the issuance of the DDs / (Payorder) favoring the existing lender towards the repayment / closure of the outstanding dues of the Borrower, the Borrower may opt not to avail the credit facilities / loans from the Bank for any reason with no fault on the part of the Bank and continue with the relationship with the existing lender. In such instances, the Borrower agrees to make a written request for canceling the credit facility sanctioned by the Bank.

I) The Borrower hereby undertakes to the Bank for all loss which may occur / occurred to the Bank in respect of the Bank canceling the said takeover facilities / loans and accordingly agrees to pay back the amount charged and due in the facility account towards unpaid interest, processing / other fees, statutory charges, EMIs, stamp duty, fees including charges and penalties as applicable and levied by the Bank for disbursing the limits, and the same shall not be disputed by the Borrower while repaying the charges to the Bank.

j) The Borrower further agrees to keep the Bank safe and indemnified from time to time and at all times from and against all claims, demands, actions, proceedings, loss, damages, liability, costs (legal cost being between Attorney / Advocate and clients), charges, and expenses whatsoever incurred by the Bank for the cancellation of the said takeover of the limits, and the payment shall be made upfront without any dispute against the Bank.

k) The Borrower confirms that in the event of the said Bank / NBFC as mentioned in Schedule VIII of the loan agreement not handing over the title deeds with respect to our said Property directly to Axis Bank on or before the aforementioned stipulated period, the Borrower shall accompany Axis Bank's Bank official and collect the title deeds of the said Property from the said Bank / NBFC as mentioned in Schedule VIII of the loan agreement and submit the same to Axis Bank within 30 days from the date of expiry of the aforementioned stipulated period in order to enable Axis Bank to create a valid mortgage in a form acceptable to Axis Bank.

l) In case of under construction Property purchase from Builder, the Borrower has, in his / her capacity as the 'Purchaser', executed the agreement for Sale dated as mentioned in Schedule IX of the said loan agreement for the purpose of the Property situated as mentioned in Schedule III for a total consideration as mentioned in Schedule IX.

(i) As per the said agreement for Sale, the Borrower, in his / her capacity as the Purchaser, is required to pay the total consideration as mentioned in Schedule IX of the loan agreement in the manner as detailed in the said agreement for Sale. The Builder has, in the said agreement for Sale, agreed to execute a Sale Deed in favor of the Borrower.

(ii) The Borrower has applied to Axis Bank for the loan amount as mentioned in Schedule I of the loan agreement for the purchase of the said Property. Accordingly, Axis Bank has agreed to sanction the said loan and disburse the same directly to the Builder in the manner as detailed in the agreement for Sale.

(iii) On account of the said Property still being under construction and would take a specified duration for completion, the Bank has agreed to the Borrower's request of disbursing the said loan amount as mentioned in Schedule I of the loan agreement phase-wise in the manner as detailed in the agreement for Sale to the Builder's designated account, on the condition that the Borrower executes an indemnity in favor of Axis Bank in the manner acceptable to Axis Bank.

(iv) The Borrower hereby agrees that in case, due to any reason, the construction of the said property is not completed by the Builder, the Borrower shall indemnify the Bank by continuing to pay the installments that he / she is liable to pay on the sanctioned amount every month on the due date. Failing to do so, the Bank can take any action as it deems fit, including recalling the entire loan amount or approaching the Developer for cancellation of the agreement for Sale executed with the Indemnifier. The Borrower shall indemnify the Bank on account of any delay in construction of the said Property for any reason whatsoever, including cancellation of booking by the Borrower.

(v) The Borrower shall indemnify the Bank on account of any delay in construction of the said property for any reason whatsoever including cancellation of booking by the Borrower. The borrower shall indemnify the bank in the event of any loss caused due to extra ordinary circumstances like any dispute / legal suit/ force majeure circumstances, that may impair the completion of the property and result into the property not being completed

(vi) In the event of the project not getting completed due to any circumstances of cancellation / suspension or membership, and the loan has been disbursed, the Bank has the right to receive a full refund with interest, notwithstanding any right or claim of the Indemnifier, the Developer, or any other party on the said Property.

ARTICLE V

Bank’s Rights

5.1 BANK'S RIGHTS:

The Bank shall, in relation to the loan:

a) Have the sole right at any time of the tenure of the loan, to revise or reschedule the repayment terms / amount of EMI or any other outstanding amounts thereunder and the Borrower shall make all future repayments to the Bank according to such revised schedule on being notified by the Bank of such revision or re-schedulement.

b) Have the right to receive and adjust any payments received as an assignee of the insurance in relation to the Property and on the life of the Borrower towards amounts due and payable by the Borrower under the loan agreement.

c) Have the sole right to amend any of the terms and conditions of Loan Agreement including but not limited to revision of Interest Rate (including periodicity of compounding Interest Rate), Penal Charges method of effecting credit of the repayments without assigning any reason to the Borrower and the Borrower agrees that such revision shall become applicable from the date of such revision in the records of the Bank

d) If after the date of this Agreement, it is or will become unlawful or contrary to any directive of any applicable agency in any applicable jurisdiction for the Bank to perform any of its obligations as contemplated by this Agreement or to fund or maintain any Loan (a) the Bank will notify the Borrower upon becoming aware of that event; (b) upon the Bank notifying the Borrower, the undisbursed part of the Facility will be immediately cancelled; an (c) the Borrower shall forthwith repay the Loan Obligations under the Financing Documents.

e) Any part of the Facility which remains undrawn at the end of the availability period shall be automatically and immediately cancelled, unless otherwise agreed by the Bank.

f) The Bank shall have an unconditional right to cancel the undrawn/unavailed/unused portion of the Facility at any time during the subsistence of the Facility, without any notice to the Borrower, for any reason whatsoever. In the event of any such cancellation, all the provisions of this Agreement and all other Financing Documents shall continue to be effective and valid and the Borrower shall repay the Loan Obligations in accordance with the terms of this Agreement.

g) Have the right to enter the Property, inspect and supervise it (including the stage and accounts of construction) and also inspect books of accounts and other records maintained by the Borrower. The Bank is also entitled at its sole discretion to appoint an Architect at the costs and expenses of the Borrower at various stages of construction of the building or, in case of purchase of Property with building utilising the loan, to examine that construction of building is being done / is done strictly as per sanctioned plan.

h) Have a right, at Borrowers cost, to insure the Property or take any measure for the up keepment and preservation of the Property.

i) Have the right to create a charge or mortgage over the Property as security in its own favour or in favour of any third party.

j) Have the right to obtain refinance against the loan as it may consider appropriate.

k) Be entitled to disclose any information about the Borrower, his account relationship with the Bank and/or any default committed by him (whether such information is provided by the Borrower or obtained by the Bank itself and whether in form of repayment conduct, rating or defaults) to its head office, other branch offices, affiliated entities, Reserve Bank of India, any refinancing agency, credit rating agency and such third parties as the Bank may in its sale and exclusive discretion as it deems fit in connection with the loan and/or the Borrower from an third; and

l) Be entitled to require the Borrower, in the event of the Borrower opting to resign or retire from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever, to instruct his employer to remit the entire dues (including provident fund, gratuity and compensation) becoming payable by the Borrower from his employer on account of his such cessation of employment and to receive and appropriate the same towards the Borrower's liability under the loan.

m) The Bank shall have a lien and right of set-off on all moneys belonging to the Borrower standing to their credit in any account whatsoever with the Bank, If upon demand by the Bank the balance outstanding in the Credit Facility account is not repaid within the prescribed time, such credit balance in any account may be adjusted towards dues under the Credit Facility account. In case of any deficit, the deficit amount may be recovered by the Bank from the Borrower.

5.2 Any delay or omission by the Bank in exercising any of its rights, powers, or remedies as the lender of the loan under the loan agreement and other documents pursuant thereto shall not impair the right, power or remedy or be construed as its waiver or acquiesce by the Bank.

ARTICLE VI

Security

6. SECURITY:

6.1 The repayment of the loan / limit. interest, fees, costs. charges and expenses and all other amounts payable under the loan agreement to the Bank shall be secured by such Security on the Property and such other security as may be specified in the loan agreement.

6.2 The Borrower shall make out a good and marketable title to the Property offered as security to the satisfaction of the Bank and comply with all such formalities as may be necessary of required for the said purpose. The Borrower has good and marketable title to the properties proposed to be secured in favour of the Bank, and comply with all such procedures for creation and perfection of the Security as may be necessary under Applicable law. The Borrower shall submit a valuation report for immoveable properties (land and building) from an empanelled/ valuers acceptable to the Bank. The valuation report will be required from a minimum of two independent valuers if the property is valued at Rs.50 Crore or above. The Borrower agrees and undertakes that the lower of the two valuations will be considered and that a valuation report shall be submitted once in every three years. The Borrower agrees and undertakes to bear the cost of valuation.

6.3 If at any time during the currency of the loan agreement, the Bank is of the opinion that the value of the Security is not adequate or sufficient for the purpose of securing the due repayment of the loan, and monies due thereon, the Bank shall be entitled to call for any additional security by notice in writing and the Borrower shallbe bound to comply with the said notice and provide any additional security or execute any further mortgage of any other property satisfactory to the Bank within 30 days from the receipt of the notice,

6.4 The Bank shall have the right to decide, in its sole discretion, the mode of creation of security / additional security by the Borrower for securing the loan and all other amounts due and payable by the Borrower to the Bank in respect of the loan and / or under the loan agreement or any other document and the Borrower shall be
bound to create or arrange for creation of such security evidencing the same as may be required by the Bank.

6.5 Cross-Collateralization: The Borrower agrees to extend the mortgage over the asset / property, already mortgaged with the Bank for the existing parent loan availed by the Borrower from the Bank. to secure the due repayment of these limits and that the mortgage may be enforced by the Bank to recover any outstanding's due from the Borrower to the Bank either under existing parent loan or under these limits being sanctioned now.

ARTICLE VII

Events of default and consequences

7.1 EVENTS OF DEFAULT:

The occurrence of any one or more of the following events shall constitute an event of default with respect to the loan:

a) The Borrower fails to pay to the Bank any amount when due and payable under the loan agreement.

b) The Borrower fails to pay to any person other than the Bank any amount when due and payable if any person other than the Bank demands repayment of the loan or dues or liability of the Borrower.

c) The Borrower defaults in performing any obligations under the loan agreement or breaches any terms or conditions of the loan agreement.

d) Where the Borrower being natural person. opts to resign or retires from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever.

e) Any of the information provided by the Borrower to avail the loan or any of his Representations, Warranties and Declaration being found to be or becoming incorrect or untrue and / or any breach or default in complying with all or any of the Covenants and Undertakings during the currency of the loan.

f) Any person, other than the Bank, commencing proceedings to declare the Borrower insolvent or if the Borrower shall become bankrupt or insolvent or commit act of insolvency.

g) The value of the Property or any security (including guarantee/s) created or tendered by the Borrower, in the sole discretion and decision of the Bank, depreciates entitling the Bank to call for further security and the Borrower fails to give additional security:

h) If the Property is destroyed, sold, disposed of, charged, encumbered, alienated, attached, or restrained in any manner.

I) The Borrower fails to create the security as provided in the loan agreement and / or fails to provide additional security as intimated by the Bank.

j) The death. insolvency, failure in business, commission of an act of bankruptcy, general assignment for the benefit of creditors. suspension of payment to any creditors or threat to do so by the Borrower, filing of a petition in bankruptcy or winding-up by or against the Borrower.

k) The Borrower fails to furnish any information or documents or to submit or execute the relevant post-disbursement documents as required by the Bank.

l) All amounts in default for payment, due to delay or non-payment of EMI/Installment or interest thereon including any costs, charges and expenses or due to occurrence of any other Event of Default shall be debited to the loan/Drawal account and in such case Bank shall also levy the penal charges and other charges as applicable and prescribed as per sec 2.6 (Article —II (Terms of loan) in the said loan/Drawal account for the period of default which shall be paid by the Borrower.

m) However, if the Borrower fails to make the payment of the of above said amounts in default or the penal charges and other charges levied by the Bank within 90 days from the due date of such payments, in that case said loan/drawal account shall be classified as Non-Performing Asset (NPA)

n) In order to regularize the said loan / drawal account, the Borrower shall be liable to pay all the above mentioned amounts in default and / or penal charges and other charges, as the case may be, (on immediate basis).

o) RBI vide its guidelines (reference no. RBI / 2021-2022 / 125DOR.STRREC.6111 / 21.04.048 / 2021-22) on Prudential Norms on Income Recognition, Asset Classification, and Provisioning, pertaining to advances – Clarifications dated 12.11.2021 has clarified and / or harmonized certain aspects of the of the extant Regulatory guidelines. The Borrower agrees, undertakes and confirms that the Bank has brought the following clarifications to the notice of the Borrower and the Borrower confirms of having been appraised as of follows:

7.2 CLASSIFICATION AS SPECIAL MENTION ACCOUNT (SMA) AND NON-PERFORMING ASSET (NPA):

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

(ii) Overdue shall mean the principal / interest / any charges levied on the loan account which are payable but have not been paid within the period stipulated as per the terms of sanction of the credit facility. In other words, any amount due to the Bank under any credit facility is 'overdue' if it is not paid by the due date fixed by the Bank.

(iii) Relevance of the principle of 'First In First Out (FIFO)' in appropriation of payments into the Borrower's account: The principle of FIFO, i.e., 'First In, First Out' accounting method, is relevant to determine the number of days overdue for determining the SMA / NPA status. The FIFO principle assumes that the oldest outstanding dues in the loan account need to be cleared first. The FIFO method requires that what is due first must be paid by the Borrower. For example, if in any loan account, as of 01-02-2021, there are no overdues, and an amount of INR X is due for payment towards principal installment / 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 as of 01-02-2021.

Assuming that nothing is paid or there is partial payment (INR Y) of dues during the month of February, the overdue as of 01-03-2021 will be INR X - INR Y.

Additionally, an amount of INR Z becomes due on 01-03-2021. Now, any payment or 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 (INR X - INR Y). If there is more to recover than the INR X - INR Y, thereafter, recovering dues of 01-02-2021, the remaining amount will be treated as recovery towards the due of 01-03-2021.

(iv) **Age of oldest dues:** The age of the oldest dues is reckoned in days from the date on which the oldest payment is due and continues to remain unpaid. In the aforementioned illustration, if the dues relating to 01-02-2021 remain unpaid until 01-03-2021, the age of the oldest dues is reckoned as 29 days o 02-03-2021.

p) **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 other than revolving facilities		Loans in the nature of Cash Credit / Overdraft	
SMA Sub categories	basic for classification - principal or interest Payment or any other amount wholly or partly overdue	SMA Sub categories	Basis for classification - Outstanding balance remainscontinuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA 0	up to 30 day	NA	NA
SMA 1	More than 30 days and up to 60 days	SMA 1	More than 30 days and Up to 60 days
SMA 2	More than 60 days and up to 90 days	SMA 2	More than 60 days and up to 90 days

q) **NON-PERFORMING ASSETS:**

Non-Performing Asset (NPA) is a loan or an advance where:

(i) Interest and / or installment 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 (CC) Account.

(iii) The bill remains overdue for a period of more than 90 days in the case of bills purchased and discounted.

(iv) The installment of principal or interest thereon remains overdue for two crop seasons for short duration crops.

(v) The installment of principal or interest thereon remains overdue for one crop season for long duration crops.

(vi) The amount of liquidity facility remains outstanding for more than 90 days, in respect of a securitization transaction undertaken in terms of the Reserve Bank of India (Securitization of Standard Assets) Directions, 2021.

(vii) In respect of derivative transactions, the overdue receivables representing positive mark-to-market value of a derivative contract, if they remain unpaid for a period of 90 days from the specified due date for payment.

An account shall be treated as 'out of order' if:

(i) The outstanding balance in the Cash Credit / Overdraft (CC / OD) account remains continuously in excess of the sanctioned limit / drawing power for 90 days, or

(ii) The outstanding balance in the CC / OD account is less than the sanctioned limit / drawing power, but there are no credits continuously for 90 days, or

(iii) The outstanding balance in the CC / OD account is less than the sanctioned limit / drawing power, but the credits are not enough to cover the interest debited during the previous 90-day period.

Illustrative movement of an account to SMA category to NPA category based on delay / non-payment of dues and subsequent upgrading to Standard category at day end process:

Due date of payment	Payment date	Payment covers	Age of oldest dues in days	SMA / NPA categorisatio n	SMA since date / SMA class date	NPA categorizat ion	NPA Date
01-01-2022	01-01-2022	Entire dues up to 01-01-2022	0	NIL	NA	NA	NA
01-02-2022	01-02-2022	Partly paid dues of 01-02-2022	1	SMA-0	01-02-2022	NA	NA
01-02-2022	02-02-2022	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 is not paid at EOD 01-03-2022	1	SMA-0	01-02-2022	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 fully 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 dues on 01-04-2022 at EOD 01-04-2022	60	SMA-1	01-02-2022 / 02-04-2022	NA	NA
		No payment of dues of 01-02-2022 till 01-04-2022 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 01-05-2022 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 01-05-2022	91	NPA	NA	NA	02-05-2022
01-06-2022	01-06-2022	Fully Paid dues of 01-05-2022 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 & 01-10-2022	0	Standard Account with No Overdues	NA	NPA	STD form 01-10-2022

s) The Borrower agrees and acknowledges that the manner of classification and illustrations of SMA and NPA as provided in sub-clauses (O) to (R) above in which the Bank is required to classify accounts as SMAT NPA as per the various applicable regulations and guidelines issued by RBI from time to time and:

(i) The same Is liable to change I be modified as per the requirements of the RBI guidelines in the matter issued from time to time. Any such change shall be intimated by the Bank to the Borrower from time to time and the Borrower agrees and acknowledges that such intimation shall accordingly modify the manner and illustrations provided herein without a need for further amendment to the agreement or require specific acknowledgment of the Borrower, and

(ii) The Bank shall have the right to classify the account of the Borrower with the Bank as SMA / NPA as per the applicable regulations / guidelines issued by RBI from time to time even though the manner of classification and the illustrations thereof are not set forth in this agreement or the Sanction Letter(s).

t) Classification of the Borrower's /group company accounts by the Bank or any other lender as "red-flagged" and/or "fraudulent" as per RBI's Master Directions on Fraud Risk Management in Commercial Banks (including Regional Rural Banks) and All India Financial Institutions dated July 15, 2024.

7.3 CONSEQUENCES OF THE OCCURRENCE OF AN EVENT OF DEFAULT:

(I) The Bank, upon the occurrence of an Event of Default, may, by a written notice to the Borrower, declare all sums outstanding under the loan (including the principal, interest, charges, expenses} to become due and payable forthwith and exercise any or all Of the following rights in addition to statutory rights that may be available to the Bank from time to time.
The Bank shall have the right:
a) To suspend any withdrawal to be effected in the account.
b) Take possession of the Security so created whether by itself or through any of the Recovery Agents or Attorneys as may be appointed by the Bank.
c) Take any other action as may deem fit for recovery of its dues and enforcement of the securities-

(ii) The Bank shall, in respect of the securities taken possession, be entitled to sell, give on rent, or otherwise deal with the properties comprised in the securities by public auction or private contract of private treaty, without being liable for any loss. and to apply the net proceeds thereof towards recovery of outstanding loan and all dues under the loan agreement, The Borrower agrees to accept the bank's accounts in respect of such sale, hire of dealing as conclusive.

(iii) The Borrower agrees and undertakes not to prevent or obstruct the Bank or its agents from taking possession of the securities.

(iv) In case of default in repayment by the Borrower and the said account is identified as non-performing asset as per declared terms and conditions, the Bank may initiate and undertake recovery proceedings against the Borrower and enforcement of Bank's rights against the secured assets, available to the Bank under Laws Of India including and not limited to The Securitization and Reconstruction Of Financial Assets and Enforcement of Security Interest Act. 2002

(v) It is difficult to envisage a situation when only one facility to a borrower/one investment in any of the securities issued by the borrower becomes a problem credit/investment and not others. Therefore, all the facilities granted by a bank to a borrower and investment in all the securities issued by the borrower will have to be treated as NPA/NPI and not the particular facility/investment or part thereof which has become irregular.

7.4 The Bank shall be entitled to take possession of the securities, irrespective of whether the loan has been recalled whenever, in the opinion of the Bank, there is an apprehension of any money not being paid or the Bank's securities being in jeopardy.

7.5 The Bank may at the risk and cost of the Borrower engage one or more person(s) to collect the Borrower's outstanding and /or to enforce any security(ies) and may furnish to such person the right and authority to perform and execute all acts. deeds. matters and things connected therewith or incidental thereto as the Bank thinks fit.

7.6 Engagement of recovery agents:
To take possession/ control of such Property/ security, whether directly or through any receiver, recovery agent, manager attorney, or other person as may be appointed by the Bank to exercise all or any of the powers and rights vested in the Bank under the Loan Agreement and/or any other related transaction documents and/or as available to it in law, who shall be deemed to be the agent of the Bank, including for or in relation to perfection, preservation, valuation, enforcement of Security Interest, possession, sale, auction, private treaties of Security Interest, etc., It shall be lawful for the Bank or its agents to enter into or take possession under the provisions contained in any of the documents entered in relation to the Security Interests henceforth and to hold and enjoy the same and to receive the rents and profits thereof without any interruption or disturbance by the Borrower and/ or the Security Providers or persons claiming by, though, under or in trust for the Borrower and/ or the Security Providers

ARTICLE VIII

[redacted]

a) The Borrower shall duly and punctually comply with all the terms and conditions for holding of the Property free from any attachment (Statutory or otherwise) and encumbrance (save and except created to secure the loan) and comply with all the rules, regulations, bye-laws etc. of the concerned Co-operative Society, Association, Condominium, Limited Company or any other Competent Authority and pay such maintenance and other charges for the upkeep of the Property or the use thereof.

b) Without prejudice to the loan agreement, any payment made by the Borrower to the Bank under the loan agreement shall be appropriated by the Bank in the following order:

a. **Principal amount of the loan**
b. **Interest (incl. interest on overdue EMIs, if any)**
c. **Penal charges**
d. **Other Charges**

The payment made by Borrower will be adjusted against the oldest unpaid overdue as per the above mentioned appropriation logic. overdue includes unpaid Pre-EMI, Equated Monthly Instalment (EMI), Penal Charges, Other Charges incl. Cheque Bounce or Any Other Charges. This means oldest overdue Pre-EMI / Equated Monthly Instalment (EMI) / Penal charge / Other charges would be settled first on receiving any payment from the Borrower. The above mentioned clause is also applicable for any payment received by the bank towards NPA loans.

Laws of India shall govern the loan agreement, this General Conditions, securities and other documentation pursuant thereto and Courts having jurisdiction where the Branch is situated shall have exclusive jurisdiction over an aspects governing the interpretation and enforcement of the loan agreement, General Conditions, securities and other documentation pursuant thereto.

c) The addresses of the Parties shall be as mentioned under the loan agreement, The Borrower shall forthwith inform the Bank of any change in his Address.

d) Any notice or request required or permitted under the loan agreement to be given by either party to the other must be only in writing and sent to the address of the other party as specified in the loan agreement.

1. If given by the Bank, it may be given by personal delivery or by post and shall be deemed served upon receipt by the Borrower. If given by personal delivery, when so delivered and if by post on expiration of 3 days after the same has been delivered to the post office for onward transmission to the Borrower under certificate of posting, and

2. **If given by the Borrower to the Bank, it is considered received when actually received by the Bank.**

e) (i) The Borrower hereby requests and authorizes the Bank to, from time to time (at its discretion), rely upon and act or omit to act in accordance with any directions, instructions, and / or other communication which may from time to time be or purport to be given in connection with or in relation to the loan agreement and the other documents by way of facsimile or email by the Borrower or any of its authorized persons.

(ii) The Borrower acknowledges that:

A) Sending information by facsimile or email is not a secure means of sending information;

B) It is aware of the risks involved in sending facsimile or email instructions, including the risk that facsimile or email instructions says.

1) They may be fraudulently or mistakenly written, altered, or sent; and

2) They may not be received in whole or in part by the intended recipient.

C) The request to the Bank to accept and act on facsimile or email instructions is for the convenience and benefit of the Borrower only.

(iii) The Borrower declares and confirms that the Borrower has for its convenience and after being fully aware of, and having duly considered, the risks involved, (which risks shall be borne fully by the Borrower) requested and authorised the Bank to rely upon and act on instructions which may from time to time be given by facsimile Of email as mentioned above- The Borrower further declares and confirms that it is aware that the Bank has agreed to act on the basis of Instructions given by facsimile or email only by reason of, and relying upon the Borrower providing this indemnity and agreeing, confirming, declaring and indemnifying the Bank here under and that the Bank would have done so in the absence of such indemnity. The Bank may rely on the instructions received by way Of facsimile or email with respect to any and all matters, communications, directions and instructions whatsoever in connection with [•] agreement and the other Documents.

(iv) The Bank may (but shall not be obliged to) require that any instruction should contain or be accompanied by such identifying code or test as the Bank may from time to time specify, and the Borrower shall be responsible for any improper use of such code or test.

(v) Notwithstanding anything contained herein or elsewhere, the Bank shall not be bound to act in accordance with the whole or any part of the instructions or directions contained in any facsimile or email and may, at their sole discretion and exclusive determination, decline or omit to act pursuant to any instruction or defer acting in accordance with any instruction, and the same shall be at the risk of the Borrower, and the Bank shall not be liable for the consequences of any such refusal or omission to act or deferment of action.

(vi) In consideration of the Bank acting and / or agreeing to act pursuant to the terms of this writing and / or any instructions as provided in this writing, the Borrower hereby agrees to indemnify the Bank and keep the Bank at all times indemnified from and against all actions, suits, proceedings, costs, claims, demands, charges, expenses, losses, and liabilities, howsoever arising in consequence of or in any way related to the Bank having acted or omitted to act in accordance with or pursuant to any instruction received by facsimile or email.

(vii) Upon receipt by the Bank, each instruction shall constitute and (irrespective of whether or not it is in fact initiated or transmitted by the Borrower or by any of its authorized officers) shall be deemed (if the Bank chooses to act upon the same) to conclusively constitute the mandate of the Borrower to the Bank to act or omit to act in accordance with the directions and instructions contained therein, notwithstanding that such instruction may not have been authorized or may have been altered, misunderstood or distorted in any manner in the course of communication.

(viii) The Bank shall not be under any obligations at any time to maintain any special facility for the receipt of any instructions by way of facsimile or email or to ensure the continued operations or availability of any such equipment / technology.

f) I / We are aware that as per provisions of Section 194-IA of the Income Tax Act, the transferee (purchaser) is responsible for deduction of an amount equal to one percent of sale consideration is INR 50 Lakhs and above for the purchase of any immovable property (other than agricultural land) at the time of credit of sale consideration to the account of the seller or payment of sum in cash or by issue of cheque or draft or by any other mode, whichever is earlier.

g) We are aware that at the time of disbursement of the loan, the Bank shall issue a Pay Order / DD in favor of the Seller only after deduction of one percent of the said consideration as income tax as per Section 194-IA. I hereby agree and undertake to inform the Seller in this regard. I am also aware that the Bank shall pay the said one percent of the sale consideration to me / us on the condition that I shall remit the same to the concerned statutory authorities within the prescribed time as per Section 194-IA of the Income Tax Act.

h) I / We hereby confirm that I / we alone are responsible for the payment of income tax to statutory authorities and the onus is on me / us as per the aforesaid section. I declare and undertake that I / We shall remit the income tax to statutory authorities as prescribed under Section 194-IA of the Income Tax Act within the stipulated time and submit proof to that effect to Axis Bank.

I) I / We, along with our legal heirs, successors, administrators, etc., hereby further agree to indemnify and keep indemnified Axis Bank, its successors, and assigns at all times against any losses, charges / penalties, etc., levied on the Bank or suffered or sustained by the Bank due to non-payment of income tax as mentioned above.

j) The Borrower also agrees, undertakes and confirms the Borrower understands that as a precondition relating to the grant of and/or continuing the grant of the Facility to the Borrower, the Bank requires the Borrower's consent for the disclosure by the Bank of, information and data relating to the Borrower, of the Facility availed of/to be availed by the Borrower, in discharge thereof. Accordingly, the Borrower hereby agrees and gives consent for the disclosure by Bank of all or any such red – flagging of the Borrower's /group company accounts by the Bank or any other lender.

K) REGULATORY REPORTING:

(i) The Borrower agrees, confirms and undertakes that:

a) The Bank shall, as it may deem appropriate and necessary, be entitled to disclose all or any:

1) Information or data related to the Borrower,
2) loan information or data availed or to be availed by the Borrower from the Bank,
3) Obligations assumed or to be assumed by the Borrower in relation to the loan,
4) Default, if any, committed by the Borrower in discharge of the aforesaid obligations; to Credit Information Companies (CICs) or any agency / credit bureau ("the Agency") authorized in this behalf by RBI or with Police or other Law enforcement / Regulatory Agencies on they making demand to that effect.
5) The Borrower hereby gives specific consent to the Bank / Lender 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 Credit / Financial facilities availed from the Bank / Lender, 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/Lender, as and when requested by the concerned 'IU'
6) The Borrower hereby gives specific consent to the Bank}tender for disclosing I 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. securities created for securing the Credit/ Financial facilities availed by the Borrower from the Bank! Lender, 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(Lender, as and when requested by the concerned 'IU'.

b) The Agency so authorised may use and process the disclosed information and data in the manner they deem fit.

c) The agency so authorized may furnish for consideration, the processed information and data or products thereof to Banks / financial institutions and other credit grantors or registered users as specified by RBI.

d) The information and data furnished by the Borrower to the Bank must be true and correct.

(ii) The Borrower agrees that in case of the Borrower commits a default in payment or repayment of any amounts in respect of the loan, the Bank and / or RBI have the right to disclose or publish the details of the default and the name of the Borrower, its directors, partners, as the case may be, as defaulters, in a manner and through a medium determined at the absolute discretion of the Bank or RBI.

I) DECLARATION FOR PROPERTY MUTATION

(i) I / We have disclosed all facts relating to the said Property to the authorized representatives of Axis Bank Limited. as the duly constituted Attorney of Axis Bank Limited or such other security trustee nominated by Axis Bank Limited and made available to them all documents of title and other deeds and writings in my/our possession and power.

(ii) I / We state that the original Mutation Certificate is not available and therefore cannot be submitted to Axis Bank Limited through its duty constituted Attorney Axis Bank Limited or such other security trustee as may be nominated by Axis Bank Limited (applicable when mutation certificate is not available).

m) DECLARATION OF PAYMENT OF PROPERTY TAX

(i) I / We have disclosed all facts relating to the said Property to the authorized representatives of Axis Bank Limited as the duly constituted Attorney of Axis Bank Limited or such other security trustee nominated by Axis Bank Limited and made available to them all documents of title and other deeds and writings in my / our possession and power.

(ii) I / We state that the updated original TAX documents are not available and hence cannot be submitted to Axis Bank Limited through its duly constituted Attorney Axis Bank Limited or such other security trustee as may be nominated by Axis Bank Limited. Further, I confirm hereby that there are no pending taxes to be paid to the appropriate authority with respect to the said collateral (applicable when Tax documents are not available).

n) DECLARATION FOR CONVERSION (EAST REGION)

(i) That the said property is classified as BASTU' as per the record-of-rights issued by the concerned Block Land and Land Reforms office.

(ii) That the said property has not been used for agriculture purpose for a long time, conversion documents are not available and hence cannot be submitted to Axis Bank Limited through its duty constituted attorney Axis Bank Limited. or such other security trustee as may be nominated by Axis Bank Limited. I / We have acquired the said Property with my / our self-acquired funds (except loan) and I / We am / are the only sole and absolute owners thereof, and no other person has any share, right, title, or interest of any kind or nature whatsoever in the said property, beneficial owners thereof.

(iii) I / we hereby declare and undertake jointly and severally to indemnify and keep Axis Bank Limited or its duly constituted attorney Axis Bank Limited. or such other security trustee as may be nominated by Axis Bank Limited fully indemnified, saved, and harmless of, from or against any loss, damage, or risk that might arise to Axis Bank Limited or its duly constituted attorney Axis Bank Limited. or the security trustee nominated by Axis Bank Limited on account of the absence of the same and undertake to submit the documents to Axis Bank Limited. as duly constituted attorney of Axis Bank Limited or such other security trustee as may be nominated by Axis Bank Limited at once if they are made available or come into our possession.

o) In the case of availing of Loan for purchase of plot for construction of house or Loan for purchase of plot and construction of house, the Borrower shall obtain necessary permission from the competent authorities for the construction of a building on the plot of land, shall get the building plan approved/sanctioned and obtain commencement certificate and commence construction within a period of 30 months from the date of the purchase of the plot of land or availing Loan, whichever is earlier, failing which the Bank shall have the right to recall the entire Loan amount along with interest at plot loan rates prevailing at the time of recall of the loan with retrospective effect(that is from the date of first disbursement out of the Loan) and in such an event, the borrower has to repay the Loan amount along with interest and charges as demanded by the Bank

p) In case there is breach in commencement of construction post period of 30 months, the bank has right to charge penalty as per the prevailing LAP interest rate.

q) In case of construction (plot plus construction), construction would take a specified duration for completion, the Bank has acceded to the Borrower's request of disbursing the said loan amount as mentioned in Schedule I of the Loan Agreement phase wise in the manner as detailed out in the Agreement for sale to the Builder's designated account on the condition that the Borrower executes in Favour of Axis Bank an indemnity in the manner acceptable to Axis Bank

r) In case of Plot+Equity loans, the Borrower further agrees and confirms that the disbursement of sanctioned amount towards equity portion to be done after the creation of Equitable Mortgage and handover of any pending original documents of Plot Loan.

s) The Borrower agrees to not cross collateralize the property for any subsequent/additional loan other than for the loan taken from Axis Bank

t) End use of the subsequent loan should be valid/as per the permitted purpose.

u) The borrower further agrees and confirms that, the existing norms in relation to availability of approved plan, monitoring progress of completion and disbursement in line with the progress of construction will be followed.

v) The Borrower shall ensure that the Existing Bank (as specified in Schedule VIII) directly deposits the title deeds with respect to my/our said property with the Bank within such days as specified in Schedule VIII from the date of issuance of the cheque/pay order by the Bank for the loan amount in the name of Existing Bank and in this regard, if so required the Borrower / authorised representatives of the Borrower shall accompany the Bank's official(s) and collect the title deeds of the said property from the Existing Bank.

W) OFFICE OF FOREIGN ASSETS CONTROL (OFAC) SANCTIONS

(i) The Borrower Acknowledges That The Ofac Sanctions may become applicable with respect to the Facilities and/or transactions thereunder, including to any documentary credits and/or guarantees issued and/or disbursements and/or payments made by the Bank pursuant to the Agreement. The OFAC Sanctions may pertain, inter alia, to the purpose and end use of the Facilities, goods manufactured in or originated from/through certain countries, shipment from/to/using certain countries, ports, vessels, liners and/or due to involvement of certain persons and entities (including correspondent banks). Consequently, disbursement, issuance, payment and/or processing under the Facilities by the Bank may become subjected to the OFAC Sanctions and the Bank shall have the unconditional right to refuse to process any transactions that violate/may violate any OFAC Sanctions, as it exists from time to time.

(ii) The Borrower agrees to ensure that the transactions entered into pursuant to the Agreement do not violate any OFAC Sanctions and that no Persons, currently subject to any OFAC Sanctions, are involved in any transactions thereunder. The Borrower agrees that it shall not avail of the Facilities or use the proceeds of the Facilities in any transaction with, or for the purpose of financing the activities of, any Person currently subject to any OFAC Sanctions as aforesaid.

(iii) The Borrower shall indemnify and hold harmless the Bank and shall, immediately on demand, pay for / reimburse to the Bank for all losses and liabilities (including due to claims by a third party), incurred by the Bank as a result of any breach by the Borrower of its representations and undertakings contained herein pertaining to the OFAC Sanctions and/or due to any action taken by the Bank pursuant to the OFAC Sanctions.

x) **Bank's Right to Appointment of Agent:** The rights, powers and remedies available to the Bank under the law and under the loan agreement and under these present, shall be exercised by the Bank through any of its employees or agent and the Bank may delegate any or all of the said powers and the authorities to such employee or agent.

y) **Assignment and Transfer:**

(i) The Bank shall have a right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the loan and outstanding amounts under the loan or any other rights under the loan agreement or any other document pursuant thereto to any person in a manner or under such terms and conditions as the Bank may decide in its sole discretion.

(ii) The Borrower expressly agrees, in the event Of sale or transfer as aforesaid, to accept such person to whom the loan is sold or transferred as his lender and make the repayment of the loan to such person as may be directed by the Bank,

(iii) The Borrower shall not transfer or assign their rights under the loan agreement.

z) The Borrower(s) have acquired the said Property with their own funds (except for the loan), and they are the sole and absolute owners of the Property. No other person has any share, right, title, or interest in the Property, and no such other persons is are a beneficial owner thereof. The Borrower(s) hereby undertake to deposit the original title documents of the Property to Axis Bank Limited pertaining to the Property once the same is executed and registered.

aa) The Borrower(s) undertakes that the Property is free from all encumbrances, claims, demands, charges, liens, lis pendens, attachments, or any other legal processes. No suit, writ, action, or proceeding is pending against them in respect of the Property, and no notice of acquisition or requisition has been issued. The Borrower(s) further declare that the said Property is not encumbered in any manner whatsoever and we have absolute, clear and marketable title thereto.

bb) **The Fair Practice Code:** The Fair Practice Code for the lenders as published on Axis Bank's website shall apply to the loan. Copy of the Fair Practice Code for lenders as available on the Bank's website
https://www,axisbank,com/docsidefault-source/default-document-library/fair-practice-code-for-lenders-pdf

cc) **Methodology for Part payment Appropriation:** Any pre-payment / excess amount paid by the Borrower to the Bank shall be appropriated in the loan account basis the below criteria / methodology in the absence of any specific instructions.

(i) Excess amount is greater than the (>) EMI: If service request for part payment is not created / received within 2 days of receiving the funds, the excess funds will be adjusted towards the outstanding principal as a part payment.

(ii) **Excess amount is equal to (=) the EMI:** If service request (SR) or instructions for part payment is not created / received on the same day as the receipt of funds, the excess amount will be refunded back to the Borrower's operative account.

(iii) **Excess amount is less than (<) the EMI:** The excess amount will be kept unappropriated in the loan account for 15 days. After 15 days, the excess funds will be adjusted towards the outstanding principal as a part payment.

dd) Notwithstanding to the contrary contained herein, any dispute, controversy and/or claim arising out of and/or relating to this contract, including its construction, interpretation, meaning, scope, operation, effect and/or validity thereof ("Dispute") shall be resolved finally by arbitration, administered by of a single Independent arbitral institution (Independent Institution) in accordance with the arbitral institution rules (Institution's Rules)].

ee) The Parties further agree to the following:

- (i) Either of the Parties will be free to approach the arbitral institution listed above, and the other party/ies will be precluded from making a different choice of Independent Institution.
- (ii) The Parties agree that the arbitration will be before a sole arbitrator appointed by the Independent Institution.
- (iii) The selection criteria of such arbitrator should also include, inter alia, as under:
  - a) the arbitrator should have requisite experience in dealing with commercial laws.
  - b) the arbitrator should not have been convicted of an offence involving moral turpitude or economic offence or criminal offence or disqualified.
  - c) the arbitrator should not have a conflict of interest or any circumstances which are likely to affect his ability to devote sufficient time to the arbitration.
  - d) any person whose relationship with the parties or counsel or the subject matter of the dispute falls under the categories specified in the Seventh Schedule of the Act, shall be ineligible to be appointed as an arbitrator.
- (iv) The seat of the arbitration shall be at Delhi, Kolkata, Mumbai, or Chennai as required by the parties.
- (v) The language of the arbitration shall be English.
- (vi) The arbitrator so appointed shall have the power to pass an award and also to pass interim orders/ directions as may be appropriate to protect the interest of the parties pending the resolution of the dispute.
- (vii) The award shall be a reasoned award and shall include the interim award/s of the arbitrator which shall be final and binding on the parties.
- (viii) The arbitration proceedings shall be primarily based on documents which shall be conducted physically or in any electronic online mode and all pleadings and documents will be exchanged physically or electronically. In such instances, the hearings shall be conducted physically or virtually at the sole discretion of the arbitrator.
- (ix) The Parties agree to carry out the arbitration proceedings virtually or physically or hybrid as may be determined by the Tribunal. Email address and mobile numbers as available, provided or otherwise referenced in the contract shall be considered for this purpose. Each party shall be responsible for intimating such Independent Institution in the event of any change in its email address and/or mobile number throughout the arbitration proceedings.
- (x) Courts in Delhi, Kolkata, Mumbai, or Chennai shall have exclusive jurisdiction.

ff) Grievance Redressal Mechanism: For any grievances in relation to the loan, the Borrower may raise any complaint/concerns through the below mentioned hyperlink] or call the Bank's customer care [1860-419-5555 (Charges Applicable) / 1860-500-5555 (Charges Applicable) / 1800-103-5577 (Toll Free Number)]. The Bank shall endeavour to resolve the grievances and provide appropriate response with respect to such complaint/concerns raised by the Borrower in a timely manner. For further details on the grievance redressal policy of the Bank, the Borrower can access and read the grievance redressal policy of the Bank available at ***[https://www.axisbank.com/docs/default-source/default-document-library/grievance-redressal/grievance-redressal-policy.pdf.***

gg) The Borrower hereby agrees and undertakes that while extending credit facility to the Borrower by the Bank, the Borrower shall not induct a person whose name appears in the list of Wilful Defaulters on its board or any person in charge and responsible for the management of the affairs of the entity. The Borrower agrees, confirms and undertakes that no such person whose name is appearing in the list of Wilful defaulters has been or shall be inducted on its board. In the event such a person is found to be on its Board, this would be violation of RBI Master Direction on Treatment of Wilful Defaulters and Large Defaulters dated July 30, 2024.
The Borrower would forthwith take expeditious and effective steps for removal of such person from its Board and confirm in writing to the Bank.

hh) If after the date of this Agreement, it is or will become unlawful or contrary to any directive of any applicable agency in any applicable jurisdiction for the Bank to perform any of its obligations as contemplated by this Agreement or to fund or maintain any Loan:

- (i) the Bank will notify the Borrower upon becoming aware of that event;
- (ii) upon the Bank notifying the Borrower, the undisbursed part of the Facility will be immediately cancelled; and
- (iii) the Borrower shall forthwith repay the Loan Obligations under the Financing Documents.

ii) Any part of the Facility which remains undrawn at the end of the Availability Period shall be automatically and immediately cancelled, unless otherwise agreed by the Bank.

jj) The Bank shall have an unconditional right to cancel the undrawn/unavailed/unused portion of the Facility at any time during the subsistence of the Facility, with reasonable notice to the Borrower, for any reason whatsoever. In the event of any such cancellation, all the provisions of this Agreement and all other Financing Documents shall continue to be effective and valid and the Borrower shall repay the Loan Obligations in accordance with the terms of this Agreement.

ARTICLE IX

SPECIAL CONDITIONS APPLICABLE TO PARTICULAR LOAN

PART - A (HOME LOAN CARRYING FIXED RATE OF INTEREST)

The following definitions and Terms and Conditions shall in addition apply for Home loan availed by the Borrower carrying Fixed Rate of Interest:

1. **Definitions:**

"Home Loan" refers to the loan granted by the Bank for various purposes such as:

(i) For purchase / construction / purchase and construction / improvement Of a residential property / taking over the existing. loan of the Borrower from any other Lender:

(ii) loan for Improvement. The expression "Home loan" in both the above cases shall also mean to include the principal amount of loan and all dues outstanding there under if the context so requires.

"Improvement" shall mean and include include construction, modification, renovation, maintenance, or any act for the

(I) Upkeep

(ii) Maintenance

(iii) Enhancement of the utility of the Property.

"Property" refers to a real estate property (including a plot of land with or without construction thereon or a flat in a building).

(I) For the purchase / improvement / purchase and improvement of which; and / or

(ii) To refinance (i.e. take over of) the loan, availed of earlier by the Borrower from any person) other than the Bank, for the purchase / improvement / purchase and improvement of which and / or

(iii) Against the security of which the Home loan is granted by the Bank in terms of the loan agreement. Property shall include the improvements made or occurred to it whether or not by utilizing the Home loan proceeds and also all benefits arising out of the Property.

2. **Mode of Disbursement of the Home Loan:**

The Bank shall unless agreed between the Borrower and the Bank otherwise disburse the Home Loan by issuing a Banker's Payment Order or a Demand Draft crossed as "A/c Payee only."

(i) In the name of the seller or vendor towards payment of the purchase price of the Property from whom the property is being purchased utilizing the Home Loan;

(ii) In the name of the material supplier, civil contractor, or any other person as notified by the Borrower towards the materials, labor or professional costs, towards the construction or improvement of the Property.

(iii) In the name of the previous financier towards the repayment of the previous loan to be taken over by utilizing the Home Loan and

(iv) In the name of the Borrower at discretion of the Bank.

3. Mode of Interest Calculation on the Home Loan:

a) Interest on the amount of the Home loan is to be applied at the fixed rate of interest stipulated in the Schedule to the loan agreement and will apply per annum with monthly rest, calculated on the highest monthly balance.

b) Interest on the Home loan will be computed and debited to the Home loan Account

(i) On the first day or as per date(s) set out in the loan agreement of each calendar month / quarter / half yearly / yearly as stated in the Schedule to the loan agreement;

(ii) Taking the basis of 365-day a year and calculated at monthly rests

(iii) At the interest rate as stated in the Schedule to the loan agreement; and

(iv) On the actual amount outstanding on the last day of the preceding month / quarter / half year / year as stated in the loan agreement Schedule

Part - B (Home Loan carrying floating Rate of interest)

The following Definitions and Terms and Conditions shall in addition apply for Home loan availed by the Borrower carrying Floating Rate of Interest:

1. Definitions:

"Repo Rate" shall mean the rate so declared by RBI as the Repo Rate from time to time.

"Home Loan" refers to the loan granted by the Bank

(I) For purchase / constructing / purchase and construction / improving for a residential Property / taking over the existing loan of the Borrower from any other lender

(ii) Loan for Improvement, The expression "Home Loan" in both the above cases shall also mean to include the principal amount of loan and all dues outstanding there under if the context so requires,

"Improvement" mean and shall include activities like construction, modification, renovation, maintenance, or any act for the

(I) Upkeep

(ii) Maintenance

(iii) Enhancement of the utility of the Property.

"Property" refers to a real estate property(including a plot of land with or without construction thereon or a flat in a building).

(i) For the purchase / improvement / purchase and improvement of which; and / or

(ii) To refinance (i.e. takeover of) the loan, availed of earlier by the Borrower from any person) other than the Bank, for the purchase / improvement / purchase and improvement of which and / or

(iii) Against the security of which the Home loan is granted by the Bank in terms of the loan agreement. Property shall include the improvements made or occurred to it whether or not by utilizing the Home loan proceeds and also all benefits arising out of the Property.

2. **MODE OF DISBURSEMENT OF THE HOME LOAN:**

The Bank shall unless agreed between the Borrower and the Bank otherwise disburse the Home loan by issuing a Banker's Payment Order or a Demand Draft crossed as "A/C Payee only."

(i) In the name of the seller or vendor towards payment of the purchase price of the Property from whom the Property is being purchased utilizing the Home Loan:

(ii) In the name of the material supplier, civil contractor, or any other person as notified by the Borrower towards the materials, labor or professional costs, towards the construction or improvement of the Property.

(iii) In the name of the previous financier towards the repayment of the previous loan to be taken over by utilizing the Home Loan and

(iv) In the name of the Borrower at discretion of the Bank.

3. **MODE OF INTEREST CALCULATION ON THE HOME LOAN:**

a) Interest on the Home Loan shall be computed and debited to the Home Loan Account

(I) On the due date in each calendar monthly /quarter / half yearly / yearly as stated in the loan agreement Schedule

(ii) Taking the basis of 365-days a year and calculated at monthly rests (actual number of days for the month) for floating rate loans,

(iii) Interest from the date of debit to the loan account till the commencement of the EMI shall be payable every month as per the Pre-EMI interest Datementioned in the Schedule to the loan agreement. The Interest Rate shall be subject to review and revision by the Bank from time to time and upon any change in the Interest Rate the EMI or the tenor of the Home loan, at sole discretion of the Bank, will undergo the consequential change and the Borrower agree and undertake to be abide by any such changes effected by Bank.

(b) Interest on the amount of the loan will be applied at the effective rate i.e. a Spread above Repo Rate, rising and falling thereby with Repo Rate reset and Spread reset. Interest would be calculated at monthly rest and calculated on the daily balance of the loan amount. Bank shall be entitled to change the rate of interest on predefined reset dates to the prevailing Repo rate and Spread on that day and such revised rate of interest shall always be construed as agreed to be paid by the Borrower(s) and hereby secured, Further the interest payable by the Borrower shall be subject to the changes in Repo rates made by Reserve Bank from time to time. Whenever the changes in Repo Rate are displayed / notified at / by the branch or website / published in newspaper / made through entry of interest charged in passbook / statement of accounts sent to the Borrower, Borrower is deemed to have noticed the changes.

c) The Repo Rate prevailing on the day the loan is disbursed will be applicable until the next reset date. Regardless of any changes in the Repo Rate during the interim period, the Repo Rate will be reset once every three months.

(d) Axis Bank can change the reset frequency for mortgage loans at a later date at its sole discretion.

(e) Bank shall have absolute right to decide and apply the spread over the Repo Rate. “Spread” shall consist of credit risk premium (which is subject to change in case there is substantial change in the Borrower's credit assessment as agreed in the loan agreement), operating costs and other costs The same will be reset periodically once in three years from the date of disbursement

(f) The credit risk premium of the Borrower will be reviewed by the Bank at regular intervals and may be revised if there is a substantial change in the Borrower's credit assessment.

Part - C (Loan against Property carrying Fixed Rate of Interest)

The following definitions and terms and conditions shall apply additionally for loan against Property availed by the Borrower:

1. **Definitions:**

"Loan Against Property" means the loan

(i) Sanctioned / granted against residential / commercial Property (or any combination thereof), including ready-built-up and under-construction properties,

(ii) Sanctioned / granted for the purchase of a commercial Property / taking over the existing loan of the Borrower from any other lender

(iii) Top-up loan,

(iv) Granted by the Bank. The expression "Loan Against Property' (also for brevity sake referred to in this Part - C as "the loan") in the above cases shall also mean to include the principal amount of the loan and all dues outstanding there under if the context so requires

"Property" means a real estate property (including a plot of land with or without construction thereon or a flat in a building)

(i) For the purchase / Loan Against Property and / or

(ii) To refinance (i.e., takeover of) the loan availed earlier by the Borrower from any person other than the Bank, for the purchase/loan against Property: and/or

(iii) Against the security of which the loan is granted by the Bank in terms of the loan agreement. Property shall include the improvements made or occurred to it whether or not by utilizing the loan against Property proceeds and also all benefits arising out of the Property.

Term "Property" shall include the improvements made or occurred to it whether or not by utilizing the loan against Property proceeds and also all benefits arising out of the Property

2. MODE OF DISBURSEMENT OF THE LOAN:

The Bank shall, unless agreed between the Borrower and the Bank otherwise, disburse the loan by issuing a Banker's Payment Order or a Demand Draft crossed as "A/c-Payee-Only":

(i) In the name of the Borrower, or

(ii) In the name of the seller / vendor towards payment of the purchase price of the property from whom the property is being purchased utilizing the loan, or (iii) In the name of the previous financier towards the repayment of the previous loan to be taken over by utilizing the loan, at the discretion of the Bank.

3. **MODE OF INTEREST CALCULATION ON THE LOAN:**

a) Interest will be applied at a fixed rate or as stipulated in the loan agreement, with monthly rest, calculated on the highest monthly balance.

b) Interest on the loan will be computed and debited to the loan Account

(I) On the day of each calendar month / quarter half year / year as stated in the Schedule to the loan agreement.

(ii) Taking the basis of 365-day a year and calculated at monthly rests.

(iii) The Present Rate of Interest as charged is more particularly described in the Schedule to the loan agreement or as may be prescribed by the Bank from time to time;

(iv) Interest from the date of debit to the loan account till the commencement of the EMI shall be payable every month as per the Pre-EMI interest datementioned in the Schedule to the loan agreement.

4. FURTHER COVENANTS AND UNDERTAKINGS:

a) The Borrower undertakes to utilize the loan for any of the following purposes approved by the Bank or such other purpose(s) indicated by the Borrower and approved by the Bank

(I) Education

(ii) Business

(iii) Marriage

(iv) Purchase / Improvement of Property

(v) Medical Treatment

And the purpose shall be a valid purpose at all times under the statutes / regulations / regulatory guidelines.

The Borrower hereby represents, warrants and confirms that the aforesaid purpose is a valid purpose and also agree and undertake to utilize the loan only for the above mentioned purpose and that the loan shall not be used for any illegal and/or antisocial and/or speculative purposes including but not limited to participation in stock markets/IPOs.

The Borrower further agrees, confirms and undertakes that the purpose of use of funds under the facility shall not be changed in any manner during the tenor of the facility or that such change in purpose shall take place only with the prior written permission of the Bank. The Borrower agrees that any breach or default in complying with all or any of the aforesaid undertaking(s) will constitute an event of default under this Agreement accordingly the Bank will have the right to initiate appropriate recovery proceedings for recovering the outstanding dues in the loan account.

b) The Borrower agrees and undertakes not to use the loan for:

(i) Any illegal, antisocial, and / or speculative purposes, including but not limited to participation in stock markets / IPOs.

- (ii) Purchase of gold in any form, including primary gold, gold bullion, gold jewellery, gold coins, units of gold Exchange Traded Funds (ETFs), and units of gold Mutual Funds.
- (iii) Acquisition of small savings instruments (including KVP and NSC).
- (iv) Investment in capital market instruments in another scheme of mutual fund or for speculative purposes in silver, bullion, essential commodities, property rate arbitrage, etc.
- (v) purchasing any shares/debentures;
- (vi) extending loans to its affiliates or making any inter-corporate deposits;
- (vii) entering into any speculative transactions or activities;
- (viii) purchase of land including payment for Floor Space Index (FSI) premium charges, Transferable Development Rights (TDR) Cost and other charges / fees payable to various municipal /government authorities / other bodies and other incidental expenses; and
- (ix) carrying out any activities not eligible for bank credit as per RBI Guidelines.

In the event that the Borrower is a Non-Resident Indian, the Borrower agrees that the availability of the loan shall be subject to conditions stipulated by the Reserve Bank of India or any statutory or regulatory body from time to time.

PART - D (LOAN AGAINST PROPERTY CARRYING FLOATING RATE OF INTEREST)

The following Definitions and Terms and Conditions shall, in addition, apply for loan against Property availed by the Borrower.

1. Definitions:

"Repo Rate" shall mean the rate so declared by the Bank as its Repo Rate from time to time and displayed on the notice board of the Bank or website or, at the discretion of the Bank, published in the newspaper or intimated to the Borrower from time to time.

"Carded Rate" shall mean the rate fixed by the Bank from time to time at which the Bank has decided, at its discretion, to lend loan against Property to the Borrower and shall be made applicable based on the Repo Rate.

"Loan Against Property" means the loan

- (i) Sanctioned / granted against residential / commercial property (or any combination thereof), including ready-built-up and under construction;
- (ii) Sanctioned / granted for the purchase of a commercial property / taking over the existing loan of the Borrower from any other lender; or
- (iii) Top-up loan granted by the Bank. The expression "Loan Against Property" (also for brevity's sake referred to in this Part-C as "the loan") in the above cases shall also mean to include the principal amount of the loan and all dues outstanding thereunder if the context so requires.

"Property" means a real estate property (including a plot of land with construction or a portion of a building)

- (i) For the purchase / Loan Against Property, and / or
- (ii) To refinance (i.e., take over of) the loan, availed of earlier by the Borrower from any person other than the Bank, for the purchase / loan against Property, and / or
- (iii) Against the security of which the loan is granted by the Bank in terms of loan agreement.

The Term "Property" shall include the improvements made or occurred to it, whether or not by utilizing the loan against Property proceeds, and also all benefits arising out of the Property.

2. MODE OF INTEREST CALCULATION ON THE LOAN:

a) The Borrower shall pay interest on the loan, as may be fixed by the Bank from time to time and which shall be fixed at all times in relation to and linked to the Repo Rate of the Bank, as may be prescribed by the Bank and the Carded Rate as prescribed by the Bank, and the Interest rate can be linked to all the rates as above and / or any one or more such rates, rising and falling therewith at monthly rest calculated on the daily balance of the loan amount. The Borrower is aware that the above said rates i.e., Repo Rate and the Carded Rate are as defined herein above in this agreement and declared from time to time by the Bank.

b) Interest on the loan shall be computed and debited to the loan Account:

- (i) On the day of each calendar month / quarter / half-year / year as stated in the schedule to the loan agreement,
- (ii) Taking the basis of 365-days a year and calculated at monthly rests (actual number of days for the month) for floating rate loans,
- (iii) The present rate of interest charged is described in the schedule to the loan agreement or as prescribed by the Bank from time to time.
- (iv) Interest from the date of debit to the loan account till the commencement of the EMI (Equated Monthly Installment) shall be payable every month as per the Pre-EMI interest date mentioned in the Schedule to the loan agreement.

c) Interest on the amount of the loan will be applied at a markup above Repo Rate. The interest will be calculated at monthly rests and calculated on the daily balance of the loan amount. The Bank has the right to change the rate of interest on predefined reset dates to the prevailing Repo Rate on that day, and such revised rate of interest shall always be agreed to be paid by the Borrower(s) and secured. Further, the interest payable by the Borrower shall be subject to changes in interest rates made by the Reserve Bank from time to time. The Borrower is deemed to have noticed the changes whenever the changes in Repo Rate are displayed / notified at the branch or website / published in newspapers / made through the entry of interest charged in the passbook / statement of accounts sent to the Borrower.

OR

Interest on the amount of the loan will be applied at the effective rate i.e. a Spread above Repo Rate, rising and falling there with Repo Rate reset and Spread reset. Interest would be calculated at monthly rest and calculated on the daily balance of the loan amount. Bank shall be entitled to change the rate on interest on predefined reset dates to the prevailing Repo rate and Spread on that day and such revised rate of interest shall always be construed as agreed to be paid by the borrower(s) and hereby secured. Further the interest payable by the borrower shall be subject to the changes in interest rates made by Reserve Bank from time to time. in the rate of interest whenever the changes in Repo Rate are displayed / notified at / by the branch of website / published in newspaper / made through entry of interest charged in passbook / statement of accounts sent to the borrower Borrower is deemed to have noticed the changes.

d) The Repo Rate prevailing on the day the loan is disbursed will be applicable till the next reset date, irrespective of the changes in the Repo Rate during the interim period.

OR

The Repo Rate prevailing on the day the loan is disbursed will be till the next reset date, irrespective of the changes in the Repo Rate during the interim period, The Repo Rate will be reset once in three months.

e) Bank shall have absolute right to decide and apply the spread over the Repo Rate, "Spread" shall consist of credit risk premium (which is subject to change in case there is substantial change in the Borrowers credit assessment as agreed in the loan agreement), operating costs and other costs. The same will be reset periodically once in three years from the date of disbursement

f) Axis Bank can change the reset frequency for the mortgage loans on a later date at its sole discretion

g) The credit risk premium of the borrower shall be reviewed by the bank at regular intervals and shall undergo a revision in case of a substantial change in the borrower's credit assessment

3. FURTHER COVENANTS AND UNDERTAKINGS:

a) The Borrower undertakes to utilize the loan for any of the following purposes approved by the Bank or such other purpose(s) indicated by the Borrower and approved by the Bank:

(I) Education

(ii) Business

(iii) Marriage

(iv) Purchase / Improvement of Property

(v) Medical Treatment And the purpose shall be a valid purpose at all times under the statutes / regulations / regulatory guidelines.

b) The Borrower agrees and undertakes not to use the loan for:

(I) Any illegal, antisocial, and / or speculative purposes, including but not limited to participation in stock markets / IPOs.

(ii) Purchase of gold in any form, including primary gold, gold bullion, gold jewellery, gold coins, units of gold Exchange Traded Funds (ETFs), and units of gold Mutual Funds.

(iii) Acquisition of small savings instruments (including KVP and NSC).

(iv) Investment in capital market instruments in another scheme of mutual fund or for speculative purposes in silver, bullion, essential commodities, property rate arbitrage, etc.

c) In the event that the Borrower is a Non-Resident Indian, the Borrower agrees that the availability of the loan shall be subject to conditions stipulated by the Reserve Bank of India or any statutory or regulatory body from time to time and the Borrower shall not utilize the loan or any part thereof for purposes not permitted by the Reserve Bank of India or any statutory or regulatory body from time to time.

4. MODE OF DISBURSEMENT OF THE LOAN:

The Bank shall, unless agreed between the Borrower and the Bank otherwise, disburse the loan by issuing a Banker's Payment Order or a Demand Draft crossed as Account Payee only

(i) In the name of the Borrower, or

(ii) In the name of the seller or vendor towards payment of the purchase price of the Property from whom the Property is being purchased utilizing the loan, or

(iii) In the name of the previous financier towards the repayment of the previous loan to be taken over by utilizing the loan at the discretion of the Bank.

Type: Home Loan / Loan Against Property

This loan agreement entered into at the place mentioned under Serial No. 1 in the Schedule - I hereunder written on the date mentioned herein above by the Borrower and described under Serial No 2 in the Schedule - hereunder written (therein and herein after referred to as "The Borrower") of the ONE PART and

Axis Bank Limited, a company incorporated under the Companies act 1956 and a Banking Company under the Banking Regulation Act 1949, and having its registered office at "Trishul", 3rd Floor, Opposite Samartheshwar Temple, Near Law Garden, "Ellis Bridge", Ahmedabad – 380 006 and includes any office or branch or branches of the Bank through which the loan is dealt with, and one of its branches at the mentioned address mentioned under Serial 3, in the Schedule - I hereunder written (herein called "Axis Bank" which expression shall, unless it be repugnant to the subject or context thereof includes its successors and assigns) of the OTHER PART. whereas

A) The Borrower has requested "Axis Bank" and the Axis Bank has ,vide Sanction Letter issued by the Bank and accepted by the Borrower, more particularly referred to in Serial No. 4 (a) in the Schedule - I hereunder written, agreed to provide to the Borrower, Rupee Term loan of the amount mentioned in Serial No 4 (b) ("loan") in the Schedule – I hereunder written for the Purpose ("Purpose")mentioned in Serial No 4 (C) in the Schedule – I hereunder written and on the terms and conditions set out in the said Sanction Letter. or

The Borrower has requested the Axis Bank and the Axis Bank has, vide Sanction Letter issued by the Bank and accepted by the Borrower, more particularly referred to in Serial No. 4 (a) in the Schedule – I hereunder write, agreed to provide to the Borrower, Rupee Limit / Overdraft limit of the amount mentioned in Serial No. 4 (b) "Limit / Overdraft Limit" in the Schedule – I hereunder written for the Purpose ("Purpose") mentioned in Serial No. 4 (C) in the Schedule – I hereunder written and on the terms and conditions set out in the said Sanction Letter.

B) As per the Sanction Letter, the Borrower is, interalia, required to enter into loan agreement with Axis Bank, governing the loan, which the Borrower has agreed to do as under.

Now this Agreement between the Borrower and Axis Bank witnesseth as under:

Article I - Definitions and Construction

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

"Loan Agreement" means this loan agreement together with the Schedule(s) and amendments thereto and the Sanction Letter and the General Conditions are deemed as part of the said loan agreement. Unless the term "General Conditions" and the "Sanction Letter" are used separately, the term "loan agreement," wherever used in this loan agreement, shall be deemed to refer to this loan agreement read together with and including the Sanction Letter and the General Conditions.

"Loan" means the Rupee Term loan of the amount mentioned in Serial No. 4(B) ("loan") in the Schedule - I hereunder written, and the term includes any amount thereof as may be outstanding from time to time.

"General Conditions" means the General Conditions - 2013 (GC-HPL-2013) applicable to the loan provided by Axis Bank. The loan hereby agreed to be provided by Axis Bank shall be subject to the Borrower complying with the terms and conditions set out herein and also in the Sanction Letter and the General Conditions. A copy of the General Conditions handed over to the Borrower along with the Sanction Letter is hereby acknowledged by the Borrower. The General Conditions are also available on the website of the Bank (www.axisBank.com).

Sanction Letter and the General Conditions shall form an integral part of this loan agreement and shall be read as if they are specifically incorporated herein. Unless any provision of the loan agreement specifically refers to and alters any of the provisions of the General Conditions (in which case the provisions of the loan agreement shall prevail), to the extent of any inconsistency or repugnancy between the loan agreement and the General Conditions, the General Conditions shall prevail to all intents and purposes. Unless any provision of the loan agreement specifically refers to and alters any of the provisions of the Sanction Letter (in which case the provisions of the loan agreement shall prevail), to the extent of any inconsistency or repugnancy between the loan agreement and the Sanction Letter, the Sanction Letter shall prevail to all intents and purposes. Unless any provision of the Sanction Letter specifically refers to and alters any of the provisions of the General Conditions (in which case the provisions of the Sanction Letter shall prevail), to the extent of any inconsistency or repugnancy between the Sanction Letter and the General Conditions, the General Conditions shall prevail to all intents and purposes. All capitalized terms used but not defined in this loan agreement shall have the respective meanings assigned to them under the General Conditions.

Article II - Details of the Facilities

2.1 The Borrower agrees to avail from Axis Bank, and Axis Bank agrees to grant or extend to the Borrower, a loan not exceeding the amount specified in Serial No. 4(B) in the Schedule - I hereunder written, subject to the terms and conditions contained in the Facility Agreement.

2.2 Axis Bank, at the request of the Borrower, may agree to alter the mode of setting the interest on the terms set out under "Switching Fees (on Interest)" in the Schedule - II (Part-8) hereunder written.

Article III - Terms and Conditions of the Facilities

3.1 The Borrower shall pay to Axis Bank the loan interest, charges, and other amounts at the rate(s) and in the manner specified in the Schedule - II (Part-A) hereunder written or at such other rate(s) as may be decided by the Bank from time to time, at its sole discretion.

3.2 The Borrower shall pay to Axis Bank charges as detailed in Schedule - II (Part-B) hereunder written or at such other rate(s) as may be decided by the Bank from time to time, at its sole discretion, for the issue of various Statements listed therein.

3.3 (a) The loan shall be secured by securities detailed under Schedule - III hereunder written ("Securities"), and the Borrower shall create, procure, and furnish the securities to the satisfaction of Axis Bank.

(b) The nature, extent, and scope of the Securities shall be as per the respective document(s) governing the respective Securities.

© Disbursements, if any, made pending the creation of Securities (in part or full) perfect in all respects shall carry additional interest from the date of the first disbursement up to the date of creation of Securities complete and perfect in all respects, at the rate detailed in the Schedule - II (Part-A) hereunder written.

3.4 Unless otherwise specified, the Borrower shall repay the loan as detailed under Schedule - IV hereunder written ("Repayment Schedule").

3.5 The Borrower confirms the representations and warranties set out in the general conditions and agrees to comply with all the terms, covenants, conditions, and obligations set forth therein for the loan. The loan is also governed by the corresponding provisions set out in Article XI of the general conditions.

3.6 (a) The Borrower and Axis Bank agree that any notice by Axis Bank to the Borrower under this agreement shall be given in writing to the Address detailed in Serial No. 2 in the Schedule - I hereunder written, and the same shall be sufficient and binding on the Borrower. If there are more than one Borrower, then Axis Bank sending notice to the First Borrower shall be sufficient and binding on all the Borrowers.

(b) The Borrower and Axis Bank agree that any notice by the Borrower to Axis Bank under this agreement shall be given in writing to the Address detailed in Serial No. 3 in the Schedule - I hereunder written.

© Change in address of either party shall be deemed to be known to the other party only when actually received by the other party under any of the agreed methods of communication.

3.7 This loan agreement shall become binding on the Borrower and Axis Bank on and from the date mentioned first above. It shall be in force till all the monies due and payable under the loan agreement and Security Documents are fully paid on by the Borrower to Axis Bank.

Super Saver Home Loan - Clauses

Bank's Agreement to Lend and Borrower(s) Agreement to Borrow

The Bank agrees, based on Borrower(s) Request, Representations, Warranties, Covenants, and Undertakings as contained herein and in the application for Limit and other documents executed or tendered by the Borrower(s) in relation to the limit, to lend to the Borrower(s), and the Borrower(s) agrees to Borrow from the Bank, the Limit on the terms and conditions as fully contained in this agreement and the Schedule.

Fees, charges, costs, and claims

1) Other charges as applicable for transaction, like Demand Draft, Stop Payment charges etc for a normal savings or a current account shall be applicable for the Overdraft Account as per the schedule of charges provided.

2) The Bank reserves the right to debit such charges into the loan account that shall then be a part of the utilized limit of the customer's account. The extent of charges to be debited shall be adjusted first from any inflows that the customer makes into their account, at the sole discretion of the Bank.

Mode of Operation for the Overdraft Account

The Bank shall, unless otherwise agreed between the Borrower(s) and the Bank, set up the sanction limit equal to the Home loan sanctioned and set up the drawing limit equal to the amount of drawdown required as per the building or construction status, at the sole discretion of the Bank. The Bank shall debit the limit to the extent of the disbursement made and issue a pay order to the builder / seller / customer, as applicable.

1. The Borrower will have the flexibility to withdraw any amount deposited into the Overdraft account by drawing cheques, through internet Banking, phone Banking, and withdrawal requests at our branches. The withdrawal is subject to the drawing limit available in the account, i.e., the available drawing limit minus the limit utilized.
2. It is understood that the charges related to disbursement, including charges for issuance or for the collection of proceeds by the beneficiary on such payment order or Demand Draft, shall be borne by the Borrower(s).
3. The Bank may not disburse at any time, any amount under the limit unless the following conditions are complied with, at the discretion of the Bank:
   (a) The loan documents are duly executed and delivered to the Bank by the Borrower(s).
   (b) The Borrower(s) satisfy the Bank of its clear and marketable title of the property.
   (c) The Borrower(s) submission to the Bank of security cheques towards repayment. Any other document or requirement as may be required by the Bank in its sole discretion.
   (d) Submission of all necessary approvals and permissions from the appropriate authorities, including but not limited to approvals and certificates from corporations.

4. The Bank may not disburse any further amount under the limit unless the following conditions are complied with, at the sole discretion of the Bank, before such further disbursement:

(i) No event of default shall have occurred.

(ii) The Borrower(s) shall have produced evidence of the use of prior disbursements.

(iii) The Borrower(s) shall have assigned the required Insurance Policy(ies) in favor of the Bank.

(iv) The Borrower(s) shall have produced periodic financial statements.

(v) The Borrower(s) shall have produced any other documents or writings as required by the Bank in its sole discretion, which shall be binding on the Borrower(s).

5. The Borrower(s) shall repay the amount to the Bank on demand and in accordance with the schedule.

Interest and Loan Account

1. The Borrower(s) agrees to pay interest on the Limit as per the Schedule to this agreement, which shall be fixed at all times in relation to and linked to the Marginal cost based lending rate/ Repo Rate (in case of floating rate loans). The interest rate shall be calculated on a daily rest basis on the daily balance of the Limit amount and payable monthly. The Borrower(s) is aware that the above-mentioned rate, i.e., Repo Rate, is as defined in this agreement and declared from time to time by the Bank.

2. Interest on the Limit shall be payable on the 11th of every month

Critical Conditions

Borrower needs to comply with below three conditions to ensure that the account is not classified as NPA (Non-Performing Asset). Borrower to ensure outstanding balance does not remain continuously in excess of sanction limit or drawing power for 90 days. Borrower to ensure credit transaction in Super Saver O/D account every in 90 days. Borrower to ensure that credits should be sufficient enough to cover the interest debited during the previous 90 days period. (Refer illustration on Page no. 10-14).

Repayment

The Limit shall be repayable on a demand being made by the Bank at any time during the tenure of the Limit. If not demanded earlier, as stated above, repayment of the Limit (including the principal, interest thereon, and any other charges, premium fees, taxes, levies, or other dues payable by the Borrower(s) to the Bank in terms of this agreement) by the Borrower(s) to the Bank should be spread over the tenure of the limit in the manner herein after provided. The Bank will facilitate a transfer every month into the Super Saver OD account through a Standing Instruction or NACH mandate.The amount would be equal to Principal repaymentassuming full utilization of the disbursed amount and interest repayment based on the actual utilization. The Limit reduction shall be effected as per the terms of the Sanction Letter and this agreement on the 10th of every month. The billing cycle towards interest shall be from the 11th of every month up to the 10th of the next month, and the same shall be debited on the 11th of every month.

Principal Repayment

The Principal Repayment would be done on 10th of every month as detailed above and would result in reduction in the drawing limit on a monthly basis.

Interest Application

Interest will be charged to the customer on the Overdraft account only on the outstanding utilized amount and will be calculated on a daily rest basis, payable monthly.

Repayment facility will be available for the broken period interest as well as Pre-EMI period. The Borrower has to ensure that funds are available on or before the due date in the linked repayment account to service the broken period interest or Pre-EMI (as applicable).

Part-payment

Super Saver account is an overdraft account. Borrowercan deposit money and withdraw it as per their convenience. However, the money deposited by Borrower will not be considered as a repayment or part-payment. Part-payment facility is not available in this loan.

Change in Rate of Interest

Please note that in case of any change in the Rate of Interest, the interest incurred on the limit being utilized would change accordingly. However, there would be no change in the Drawing Power Limit reduction schedule as given in the Repayment Schedule. Hence, there would be no change in the tenure of the loan. Similarly, please note that the transfer amount which is set up at the time of disbursement will remain the same throughout the tenure of the loan as stated above

Security

The Borrower(s) shall execute any bonds, promissory notes for the Limit and all such documents, power of attorney(s), undertakings, and agreements as may be required by the Bank at any time during the dependency of this Limit.

Borrower's Representations, Warranties, Covenants, and Undertakings

With a view to induce the Bank to grant the Limit to the Borrower(s), hereby represents, warrants, covenants, and undertakes with the Bank, that is

a) Has furnished complete and accurate information and details to the Bank about itself and the property, and no vital information has been omitted to be stated.

b) Is absolutely seized and possessed with and sufficiently entitled to the property and shall not sell, mortgage, lease, surrender, or however, alienate the property or part thereof.

c) Shall ensure / utilize the entire Limit for the Purpose for which the Limit is advanced by the Bank is fulfilled in all respects and produce to the bank, the necessary documents as may be required by the Bank.

d) Shall comply with all the terms of the Sanction Letter and keep itself aware of the rules of the Bank as pertaining to this Limit, and in force from time to time.

e) Shall ensure that the officials of the Borrower(s) executing this agreement and the documents to be executed pursuant thereto are duly and properly holding office and are fully authorized to execute the same.

Events of Default

The Bank may, by a written notice to Borrower(s), declare all sums outstanding under the Limit (including the principal, interest, charges, expenses) to become due and payable forthwith, irrespective of any agreed maturity, and enforce the security created in favor of the Bank for the Limit upon the occurrence (in the sole decision of the Bank) of any one or more of the following:

a) The Borrower(s) commits any default in the payment of any amount to the Bank when due and payable under this agreement.
b) The Borrower commits any default in the payment of interest, principal, other charges, or any obligation and in the payment of any other amounts to the Bank when due and payable.
c) The Bank, for any regulatory or other reasons, is unable or unwilling to continue the Limit.
d) If a receiver is appointed in respect of the whole or any part of the Property / assets of the Borrower(s) or if any attachment, distress, execution, or other process against the Borrower(s) or any of these securities is enforced or levied upon.
e) If the Borrower(s) ceases or threatens to cease or carry on its business or employment.
f) If it is certified by an Accountant of a Firm of Accountants appointed by the Bank (which the Bank is entitled and hereby authorized to do so at any time) that the liabilities of the Borrower(s) exceed the Borrower(s) assets or that the Borrower(s) is carrying on business at a loss. If any circumstance or event occurs which would or is likely to prejudicially or adversely affect in any manner the capacity of the Borrower(s) to repay the Limit or any part thereof.
g) If any circumstance or event occurs which would or is likely to prejudicially or adversely affect in any manner the capacity of the Borrower(s) to repay the Limit or any part thereof
h) If the Limit or any part thereof is utilized for any purpose other than the purpose for which it is applied by the Borrower(s) and sanctioned by the Bank.
I) If any attachment, distress, execution, or other process against the Borrower(s) or any other securities is enforced or levied upon.
j) If the Borrower(s), without prior written consent of the Bank, attempts or purports to create any change, mortgage, pledge, hypothecation, lien, or other encumbrance over the Borrower(s) property or any part thereof, which is or shall be the security for the repayment of the said Dues, except for securing any other obligations of the Borrower(s) to the Bank.
k) Upon the happening of any substantial change in the constitution or management of Borrower(s) without previous written consent of the Bank or upon the management ceasing to enjoy the confidence of the Bank.
l) If the Borrower(s) fails to furnish to the Bank a detailed end-use statement of the Limit as and when so required by the Bank within 10 days of receiving such request from the Bank.
m) The death, insolvency, failure in business, commission of an act of Bankruptcy, general assignment for the benefit of creditors, suspension of payment to any creditors, or threat to do so by the Borrower, filing of any petition in Bankruptcy or winding-up by or against the Borrower.

Consequences of Default

The Borrower(s) agrees and undertakes not to prevent or obstruct the Bank from taking possession of the property, irrespective of whether the Limit has been recalled, whenever, in the opinion of the Bank, there is an apprehension of any money not being paid or the Bank's security is being jeopardized, and that the Bank's representatives will be entitled to sell, give on rent, or otherwise deal with the properties by public or private auction or private treaty, without being liable for any loss, and to apply the net proceeds thereof as specified in these presents. The Borrower(s) shall pay any deficiency forthwith to the Bank. The Bank shall also be entitled to adjust and a right of setoff on all monies belonging to the Borrower(s) standing to their credit in any account whatsoever with the Bank, towards payment of such deficiency. Nothing contained in this clause shall oblige the Bank to sell, hire, or deal with the properties, and the Bank shall be entitled to proceed against the Borrower(s) independently of such or any other security. The Borrower(s) agrees to accept the Bank's accounts in respect of such sale, hire, dealing, or otherwise as conclusive proof of the correctness of any sum claimed to be due from the Borrower(s). In case of any deficit, the deficient amount shall be recovered by the Bank from the Borrower(s).

Miscellaneous

It is hereby agreed between the parties that the schedule may be amended, revised, substituted by way of written communication by the Bank to the Borrower(s) from time to time. Such correspondence between the Bank and acceptance thereof by the Borrower(s) shall be deemed to be an integral part of this agreement and shall be read in conjunction therewith.

All or any other conditions as specified in the Sanction Letter shall form an integral part of this agreement, and the Sanction Letter shall always be read in conjunction with this agreement at all times. Without prejudice to any other term of this agreement, the parties expressly agree that any payment made by the Borrower(s) to the Bank under this The liability of the Borrower(s) in respect of this Limit shall be joint and several.

This agreement is and should be intended to operate continually until all the dues, indebtedness, and liabilities of the Borrower(s) to the Bank at all times during the subsistence of this agreement, and notwithstanding the existing of credit balance or Nil balance in the loan Account or any part of the Limit, is repaid either on demand from the Bank or otherwise. agreement shall be appropriated in a chronological order of the charges debited into the account.

X___________________	X_____________________	X_____________________
1) Borrower	2) Borrower	3) Borrower

Details of Charges

PART A (CHARGES APPLICABLE FOR HOME LOAN / LOAN AGAINST PROPERTY)

Periodicity of Interest Compounding	Monthly
Part Payment Charges (For Fixed rate loans) – Home Loans	2% on the amount being prepaid. No Lock-in period for making part payment of the loan.
Foreclosure charges (For Fixed rate loans) – Home Loans	2% on Principal Outstanding. No Lock-in period for foreclosing the loan.
Part Payment Charges (For Floating rate loans) – Home Loans	Nil. No Lock-in period for making part payment of the loan.
Foreclosure charges (For Floating rate loans) – Home Loans	Nil. No Lock-in period for foreclosing the loan.
Part Payment Charges (For Fixed rate loan) – Loan Against Property	*In case of Micro and Small Enterprises (MSE) customers, no prepayment charges (Part or Full payment) are applicable if - Loan amount is up to Rs.50 Lakhs under Fixed rate loans.* Part payment charges on term loan: 1.Upto 25% of the principal outstanding repaid in the quarter - NIL Charges 2.More than 25% of principal outstanding repaid in a quarter - 3% charges on excess amount repaid (Total amount repaid less 25% of the principal outstanding). The quarter refers to calendar quarter. Above mentioned charges are applicable to both individual and non-individual No Lock-in period for making part payment of the loan.
Foreclosure charges (For Fixed rate loans) – Loan Against Property	*In case of Micro and Small Enterprises (MSE) customers, no prepayment charges (Part or Full payment) are applicable if - Loan amount is up to Rs.50 Lakhs under Fixed rate loans.* 3% on the principal outstanding No Lock-in period for foreclosing the loan.
Part Payment Charges (For Floating rate loan) – Loan Against Property	1.If primary applicant is a non-Individual other than MSEs, below part payment charges on term loan will be applicable:
	i. Upto 25% of the principal outstanding repaid in the quarter - NIL Charges ii. More than 25% of principal outstanding repaid in a quarter - 3% charges on excess amount repaid (Total amount repaid less 25% of the principal outstanding). The quarter refers to calendar quarter 2.If primary applicant is an Individual with end use as business or other than business: NIL (irrespective of the co-applicant constitution) 3. If primary applicant is an MSEs: NIL (irrespective of the co-applicant constitution) No Lock-in period for making part payment of the loan.

Foreclosure charges (For Floating rate loans) – Loan Against Property	1. If primary applicant is a non-Individual other than MSEs: 3% on Principal outstanding is applicable. 2. If primary applicant is an Individual with end use as business or other than business: NIL (irrespective of the co-applicant constitution) 3.If primary applicant is an MSEs: NIL (irrespective of the co-applicant constitution) No Lock-in period for making part payment of the loan.

Penal Charges	**Financial Default***8% p.a. above applicable interest rate on the overdue amount (subject to the aggregate not exceeding 24% per instance). There shall be no capitalisation of Penal Charges. *Financial Default includes all types of payment or financial defaults/irregularities with respect to your Loan Account.
Penal Charges – Super Saver Home Loan	Financial Default*: 8% p.a. above current applicable interest rate on the overdue amount (penal charge not exceeding INR 1,00,000 (INR One lakh) There shall be no capitalization of Penal Charges *Financial Default includes all types of payment or financial defaults / irregularities with respect to your loan account.

PART B (CHARGES APPLICABLE FOR HOME LOAN / LOAN AGAINST PROPERTY)

Processing Charge	Up to 1% of the loan amount or Rs 10,000 (whichever is higher) + GST (as applicable). An upfront processing fee of INR 5,000 plus GST shall be collected at the time of application submission. The balance processing fee, as applicable, shall be collected at the time of loan disbursement. The processing fee is a non-refundable fees collected by the Bank for the purpose of reviewing the loan application and same is independent of the outcome of such assessment.		
Admin Charges	Nil		
Repayment Instruction / Instrument Return	INR 339 /- Per instance	Issuance Charges of Credit Report	INR 50 / - per instance
Duplicate Statement issuance charges	INR 250 /- per instance	Cheque / Instrument swap charges	INR 500 /- per instance
Issuance charges for Photocopy of title documents	INR 500 / - per document set	Duplicate Amortization Scheduleissuance Charges	INR 250 / - per instance
Charges of Customer initiated requests for copies of documents	INR 500 / - per document set	Duplicate Interest Certificate (Provisional / Actual) issuance charges	INR 50 / - per instance
Equitable mortgage creation charges	As applicable in the state	Duplícate No DuesCertificate / NOC	INR 50 / - per instance
Equitable mortgage Cancellation Charges	As applicable in the state		
Stamp Duty & other statutory charges	As per applicable laws of the state		

<table>
<tr><td rowspan="9">Re- Pricing Charges</td><td colspan="2">Switching from the Floating Rate scheme to Fixed Rate scheme will attract
a fee of 1% on the outstanding principal with a minimum of INR 10,000/-</td></tr>
<tr><td colspan="2">Switching from the Fixed Rate scheme to Floating Rate scheme will attract a fee of 2% on the outstanding principal</td></tr>
<tr><td colspan="2">Switching from the Higher Fixed Rate to Lower Fixe d Rate will attract a fee of 0.5% on outstanding principal with minimum of INR 10,000/- The Lower Rate will be equal to the applicable carded interest rate only</td></tr>
<tr><td colspan="2">Switching from the Higher Floating Rate to Lower Floating Rate will attract an administrative charge of</td></tr>
<tr><td>Principal O/s at the time of ROI conversion</td><td>Charges</td></tr>
<tr><td>Up to 10 lacs</td><td>INR 1,000 + GST</td></tr>
<tr><td>10.01 lacs to 30 Lacs</td><td>INR 2,000 + GST</td></tr>
<tr><td>30.01 Lacs to 75 Lacs</td><td>INR 3,000 + GST</td></tr>
<tr><td>>75 Lacs</td><td>INR 5,000 + GST</td></tr>
<tr><td rowspan="2">CERSAI Charges</td><td colspan="2">INR 50/- + GST for Loans up to 5 lakhs</td></tr>
<tr><td colspan="2">INR 100/- + GST for Loans above 5 lakhs</td></tr>
</table>

PART C (CHARGES APPLICABLE – SUPER SAVER HOME LOAN)

<table>
<tr><td colspan="2">Type of Charges</td><td colspan="2">Charges*</td></tr>
<tr><td>Processing Fee Charges</td><td colspan="3">Up to 1% of the loan amount or Rs 10,000 (w hichever is higher) + GST (as applicable).
An upfront processing fee of INR 5,000 plus GST shall be collected at the time of application submission. The balance processing fee, as applicable, shall be collected at the time of loan disbursement.
The processing fee is a non-refundable fees collect ed by the Bank for the purpose of reviewing the loan application and same is independent of the outcome of such assessment.</td></tr>
<tr><td>Admin Charges</td><td colspan="3">Nil</td></tr>
<tr><td rowspan="2">Re-Pricing Charges</td><td>Floating Rate to Fixed Rate</td><td colspan="2">1% on the Drawing Power with a min of INR 10,000/-</td></tr>
<tr><td>Fixed Rate to Floating Rate</td><td colspan="2">2% on the Drawing Power</td></tr>
<tr><td rowspan="6"></td><td>Higher Fixed rate to Lower Fixed rate</td><td colspan="2">0.50% on the Drawing Power with a min of INR 10,000/-</td></tr>
<tr><td rowspan="5">Higher Floating rate to Lower Floating Rate</td><td>Principal O/s at the time of ROI conversion</td><td>Charges</td></tr>
<tr><td>Up to 10 lacs</td><td>INR 1,000 /-</td></tr>
<tr><td>10.01 lacs to 30 Lacs</td><td>INR 2,000/-</td></tr>
<tr><td>30.01 Lacs to 75 Lacs</td><td>INR 3,000/-</td></tr>
<tr><td>>75 Lacs</td><td>INR 5,000/-</td></tr>
<tr><td colspan="2">Duplicate Amortization schedule issuance charges</td><td colspan="2">INR 250/- Per Instance</td></tr>
<tr><td colspan="2">Duplicate Interest Certificate(Provisional /A ctual) issuance charges</td><td colspan="2">INR 50/- Per Instance</td></tr>
<tr><td colspan="2">Duplicate No DuesCertificate / NOC</td><td colspan="2">INR 50/- Per Instance</td></tr>
<tr><td colspan="2">Issuance charges for Photocopy of Title Documents</td><td colspan="2">INR 500/- Per document set</td></tr>
<tr><td colspan="2">Charges on customer initiated requests for copi es of documents</td><td colspan="2">INR 500/- Per document set</td></tr>
</table>

Part-payment charges for Fixed/Floating rate loan			NA
Foreclosure charges (For Fixed rate loans)			2% on Principal Outstanding. No Lock-in period for foreclosing the loan.
Foreclosure charges (For Floating rate loans)			Nil. No Lock-in period for foreclosing the loan.
Equitable mortgage creation charges	As applicable in the state	Equitable mortgage cancellation charges	As applicable in the state
Credit Bureau report issuance charges			INR 50/- Per Instance
CERSAI Charges			INR 50/- for Loans up to 5 lakhs INR 100/- for Loans above 5 lakhs
*Goods and Services tax (GST) will be charged extra as per the applicable rates on all the charges and fee (wherever GST is applicable)			
Note: Other Transactional charges would be as per the applicable charges for 'Normal Current account (CANOR)', please visit Axi s Bank official website and refer Current acco unt section for details about the charges URL:https://www.axisbank.com/service-charges-and-fees			

Miscellaneous Declarations / Undertakings by the Borrower (If Applicable)

Declaration for Dual Name & Signature

• I state that there is a difference in my <<Name /Signatures>> and on my request, AXIS BANK LTD has gone ahead with the processing of my Loan in spite of the difference in the <<Name /Signatures>>.

• I hereby indemnify and keep AXIS BANK LTD fully and effectively indemnified from and against all claims, demands, actions, suits, and or proceedings that may be made or taken due to the said difference in <<Name / Signatures>> and against all loss or damage that may be caused to and / or cost, charges, and expenses that may be suffered or incurred by the said AXIS BANK LTD, as regards the said difference in <<Name/Signatures>>.

• I hereby confirm that I have two different <<Name/Signature>> on different KYC/Documents. However,

• I hereby confirm that my name in the Loan application should be read as Mr/Mrs/Ms

____

"Populate the above point no 4 for all the Primary applicant and Co-applicants add more points in sequence before adding the 5th point mentioned below)"

• I hereby confirm that my Signature for this loan application to be considered as below.

Declaration for Dual Date of Birth

I, ... son/daughter of.. aged about .... years, residing at ....

I hereby confirm that I have two Date of Birth on different KYC/Documents. However, I declare that my correct Date of Birth is ....

Declaration for Loss of Original Link Documents

We have disclosed all facts relating to the said Property to the authorized representatives of Axis Bank Limited and made available to them all documents of titleand other deeds and writings in our possession and power. We state that the original prior title documents (specify the documents):

- Original sale deed in favor of .... Executed by.. Registered on ....Document serial no. .... in the sub-registrar office .... is not available andhence cannot be submitted to Axis Bank Limited.
- Original ...., in favor of .... Executed by ....

  Registered on .... Document serial no. .... in the sub-registrar office .... is notavailable and hence cannot be submitted to Axis Bank Limited.
- Original ...., in favor of .... Executed by .... Registered on.. Document serial no. .... in the sub-registrar office .... is notavailable and hence cannot be submitted to Axis Bank Limited.
- Original ...., in favor of .... Executed by .... Registered on.. Document serial no. .... in the sub-registrar office .... is not availableand hence cannot be submitted to Axis Bank Limited.

I hereby indemnify and keep Axis Bank Limited fully and effectively indemnified from and against all claims, demands, actions, suits, and / or proceedings thatmay be made or taken due to non-availability of the above-mentioned documents.

Undertaking of Civil Suit on Property to be Purchased

- The Borrower is aware that the Property is under construction by .... (hereinafter referred to as the "BUILDER"), andSpecial Civil Suit No. .... has been filed by .... in respect of the said Propertyagainst for declaration and injunction, and the same is pending for final disposal.
- The Borrower is aware that the Property is another .... under construction by ....(hereinafter referred to as the "BUILDER"), and Special Civil Suit No. .... has been filed by .... againstthe landowners and others in the of the said Property for declaration and injunction, and the same is pending for first disposal.

In the said Special Civil Suit,the Hon'ble .... Court has passed an interim order directing .... the defendants(landowners) to maintain 'status quo' till the next date, which is extended from time to time by the Honorable Court on each date. The suit is adjourned forfurther hearing. I hereby indemnify and keep Axis Bank Limited fully and effectively indemnified from and against all claims, demands, actions, suits, and /or proceedings that may be made or taken due to the aforesaid pending civil suits.

Marriage Affidavit

We, ... and .... both adults, residing at . . . . do hereby state under oath as

under:

- That we are residing at the above-mentioned address as a married couple and that our marriage was solemnized on .... at ....
- That .... would henceforth be known as .... by virtue of our marriage.
- That there is no proof of our marriage like invitation card, etc., available with us.
- That I have made this Affidavit to produce before the competent authorities.
- I / We .... (hereinafter referred to as the "Borrower") hereby declare that I / We have fully read and understood andwere explained about the loan agreement, and I / We accept and agree to all its contents, clauses,

schedules, terms, and conditions mentioned in theagreement and also confirm to abide by the same and the aforesaid other documents. Pursuant to the same, the aforesaid person(s) is /are affixing his / her / their signature(s) as given herein below.

• We confirm that whatever I / We have stated herein above is true and correct to the best of my knowledge and belief, and I / We enter into this agreementvoluntarily, with full knowledge of its effect, and signing of this document shall be construed as signing of each and every page of the loan agreement andall other documents.

I /We, hereby assure and would be personally responsible to hand over the following Original documents to AXIS BANK LTD on receipt of Pay Order or DD towards the disbursement of said Housing loan/Loan Against Property.

1. ____
2. ____
3. ____
4. ____
5. ____
6. ____
7. ____
8. ____
9. ____

I / We hereby request you to process & disbursed the case. All the Original documents will be submitted against the Pay order on same day /within ____ days from the date of disbursement. I /We, are aware that the interest is applicable from date of disbursement and the same is payable by me /us.

I/ We are abide to pay all interest, principal and other charges payable to AXIS Bank on cancellation of said loan on non submission of above mentioned documents.

Declaration if the Borrower signs in Vernacular Language

The contents of the Loan Application, agreement, Memorandum of deposit of title deeds, declarations have been explained by me / us to theapplicant / co-applicant in ______________________ (name of language in which applicant signed), and the same have been understood by the applicant / co-applicant.

Name and Signature of Bank official (Only if Vernacular Declaration is applicable):

____ (Name)

____(signature)

__________________	X______________________	X______________________
1) Borrower	2) Borrower	3) Borrower

X______________________
Guarantor (if any)