

## **TERM LOAN AGREEMENT**

THIS AGREEMENT IS MADE at the place & date mentioned in the Schedule attached hereto between Borrower(s) whose name(s) is/are mentioned in the Schedule attached hereto of ONE PART and the AXIS Bank Ltd., a body corporate, incorporated under the Companies Act, 1956 and having its Registered Office and Central Office at Ahmedabad and Mumbai respectively through its branch at the place as mentioned in the Schedule (hereinafter called the "Bank") of the Second Part. The expressions "Borrower" and the "Bank", unless repugnant to the context, shall include their respective heirs, representatives, successors, executors, administrators and assigns. In the Agreement, singular shall include plural and the masculine gender the feminine or neutral gender. The expression Borrower shall, when more than one, include all of them collectively or any of them individually, as the context may require.

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS

### **1. Definitions and Interpretation**

1.1 In this Agreement, the following capitalized words shall have the following meanings:

"Agreement" means the Personal Power Loan Agreement

"Bank" means AXIS Bank Ltd., a Company incorporated under The Companies Act, 1956 and a Banking Company within the meaning of the Banking Regulation act, 1949 and having its registered office at "TRISHUL", 3rd Floor, Opposite Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad - 380 006 acting in these presents through its branch at the place as mentioned in the Schedule "B" and include its successors and assigns.

"Borrower" means one or more individual(s), singly or collectively, as the case may be or a sole proprietary firm, whose name(s) and address(s) is/are stated in Schedule "B" executing this agreement as borrower(s) and

1. In case when the Borrower is one or more individual(s) each one being deemed to have made this Agreement individually and in case of more than one, all of them having agreed to liabilities hereunder jointly and severally and the term "Borrower" shall include his/her/their respective heirs, executors, administrators and legal representatives and permitted assigns.

2. In case the Borrower is a sole proprietary firm, the person whose name appears as a Sole Proprietor and the term Borrower shall include his/her/their heirs, executors, administrators and legal representatives and permitted assigns.

"Branch" means the branch of the Bank at the place mentioned in the Schedule "B" and where the Personal Power Loan is disbursed and shall include any other branch where the Personal Power Loan account is maintained or transferred to any time at the sole discretion of the Bank.

"EMI" or "Equated Monthly Installment" 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.

"Government" shall mean the Ministry of Housing and Urban Affairs (MoHUA) department of Government of India which has declared the Prime Minister Street Vendor Atma Nirbhar Nidhi (PM SVANidhi) Scheme

"Term Loan" means the loans granted by the Bank in terms of this Agreement. The expression "Term Loan" shall also mean to include the principal amount of loan and all dues outstanding there under if the context so requires.

"Interest Rate" means the rate at which the Bank shall compute and apply interest on the Personal Power Loan, as stated in Schedule "B" or as may be amended from time to time by the Bank.

"Penal Charge" means the rate at which the Bank shall compute and apply interest on all amounts not paid when due for payment (or reimbursement) by the Borrower to the Bank, as stated in Schedule "B" or as may be amended from time to time by the Bank.

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

"Schedule" means the schedules of this Agreement.

"Scheme" shall mean the special scheme for PMSVANidhi guarantee coverage as operated by CGTMSE department of Government of India.

1.1.1 In this Agreement, singular shall include plural and the masculine gender the feminine or neutral gender.

1.1.2 Any expression not defined herein shall, if defined under the General Clauses Act, 1897 shall carry the same meaning as assigned to it under the said Act.

1.2 The arrangement of clauses in this Agreement shall have no bearing on their interpretation.

## **2. Bank's agreement to lend and Borrower's agreement to borrow**

2.1 The Bank agrees, based on the Borrower's Request, Representations, Warranties, Covenants and Undertakings as contained herein and in the application for term loan and other documents executed or tendered by the Borrower in relation to the term loan, to lend to the Borrower and the Borrower agrees to borrow from the Bank, the term loan on the terms and conditions as fully contained in this Agreement and the Schedule "B".

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

## **3. Fees, Charges, Costs and Claims**

3.1 The term loan shall bear Service Charges and any other fees as mentioned in Schedule "B", which the Borrower agrees to reimburse to the Bank separately.

3.2 The Bank shall be entitled to recover from the Borrower Prepayment Charges at the rate mentioned in Schedule "B" on the amount of Personal Power Loan, repaid by the Borrower ahead of the Repayment Terms as mentioned in Schedule "B".

3.3 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 Personal Power Loan, including on account of execution and stamping of this Agreement and any other documentation or security creation pursuant to this Agreement.

3.4 In case the Borrower is more than one party then all the parties shall be jointly and severally liable for all the charges, fees, cost and claim in accordance with the clause 3 of this loan Agreement.

#### **4. Disbursement**

4.1 The Bank shall, unless agreed between the Borrower and the Bank otherwise and as stated in schedule "B", disburse the term loan by debiting the loan account and direct credit / transfer to his current / saving account.

The Bank shall have an unconditional right to cancel the undrawn/unavailed/unused portion of the Loan at any time during the subsistence of the Loan, without any prior notice to the borrower, for any reason whatsoever. In the event of any such cancellation, all the provisions of this Agreement and all other related documents shall continue to be effective and valid, and the Borrower shall repay the outstanding dues under the loan duly and punctually as provided herein

4.2 It is understood that the charges in relation to the 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.

4.3 The Bank may not disburse at any time, any amount unless all the conditions and any other formalities prescribed by the Bank including the following, but not restricted to, are complied with, in the sole discretion of the Bank:

(ii) The Borrower's submission to the Bank, postdated cheques /Electronic Clearing Service mandate/Standing Instruction mandate towards repayment installments; and

(iii) Any other document or writing as the Bank may require in its sole discretion.

(iv) Submission of all the necessary approvals and permission from the appropriate authorities including, but not limited to, approvals and certificates from corporations.

4.4 The Borrower shall repay to the Bank the amount equated in terms of monthly installments each by the first day of each calendar month or such part thereof as shall remain due and owing to the Bank. The equated monthly installment includes interest component.

#### **5. Interest & Term Loan Account**

5.1 Interest on the term loan shall accrue from the date on which the disbursal has been effected in the loan account and accordingly the computation of the first EMI shall be calculated only for the actual number of days remaining for the due date of first installment. For the rest of the installments the entire period of 30 days based on a pre-drawn schedule shall be taken into consideration. The disbursement of the term loan will be done by issuing the disbursement Pay order / Demand draft / account transfer or otherwise without

the Bank concerning itself with the receipt of such disbursement by the Beneficiary / Recipient and also with the realization of such payment order / Demand draft or the time taken in such realization.

5.2 Interest on the term loan shall be computed and debited to the term loan account on the due date in each calendar month/quarter/half year/year as stated in Schedule "B".

5.3 Interest Tax and other levies as may be applicable from time to time on the term loan shall be borne by the Borrower.

5.4 The Bank shall be entitled to debit all other amounts due and payable by the Borrower under this Agreement (including but not limited to interest tax, fees, stamp duty, costs, service/prepayment and other charges, claims and expenses) to the Borrower's term loan account, unless separately reimbursed to the Bank by the Borrower. Such amounts shall form part of the Personal Power Loan.

5.5 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 term loan account shall attract Penal Charge without there being any need to assign a reason for such revision and interest and Penal Charge shall thereafter accrue at such revised rate(s).

5.6 Interest on the Loan shall be computed and debited to the Loan Account taking the basis of 365 days a year. The interest computation shall follow the formula as below:

$$(\text{Rate of Interest (\%)} \div 365 \text{ or } 366 \text{ for leap year}) \times \text{End of Day Outstanding} \times \text{Number of Days}$$

5.7 Interest on the amount of the Loan is to be applied at the fixed rate of interest stipulated in the Schedule to the Loan Agreement. The rate of interest will be fixed for the entire tenor of the loan.

## **6. Repayment:**

6.1 The Equated Monthly Installment (EMI) (including the principal, interest thereon and any other charges, premium, fees, taxes levies or other dues payable by the Borrower to the Bank in terms of this Agreement) 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).

(ii) By way of Equated Monthly Installment (EMI) as mentioned in the Schedule "B" towards repayment of principal and interest; and

(iii) By separate repayments towards repayment of Penal Charge fees, charges, taxes, claims, costs and expenses charged to the term loan account.

(iv) Borrower(s) I agree(s) to keep bank account (details of which the Borrower(s)I has/have submitted to the Bank for setting up the Standing Instruction/NACH Mandate to recover the EMI/Instalment) adequately funded at least one day prior to the repayment/EMI due date.

(v) Borrower(s) understand(s) and agree(s) that if the Borrower(s) fail(s) to fund the bank account as aforesaid and the Standing Instruction/NACH Mandate fails to be honoured on the repayment/EMI due date, Bank shall be at liberty to levy applicable charges as per the Loan Agreement in addition to the other rights available to the Bank under this Loan Agreement and applicable law/regulatory guidelines."

6.2 The Equated Monthly Installment (EMI) amount 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 term loan at the end of its tenor and the Borrower agrees to continue paying EMIs until all amounts due under the term loan have been repaid in full to the Bank.

6.3 No notice, reminder or intimation will be given to the Borrower regarding his/her obligation to pay the EMI regularly on each due date. It shall entirely be his/her 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 Charge (for the period of such default) as mentioned in the Schedule "B", besides constituting a default thereby making all sums under this Agreement due and payable to the Bank forthwith.

6.4 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 term loan account in accordance with the method of effecting payment as stated in the Schedule "B" or as adopted by the Bank from time to time.

6.5 Repayments ahead of the Repayment Terms shall attract Prepayment Charges as stated in Schedule "B".

6.6. The Borrower shall be jointly and severally liable to repay the Loan Obligations in accordance with the terms of loan Agreement and the other Financing Documents

6.7. Notwithstanding anything to the contrary contained in any other document, the Borrowers hereby jointly and severally, unconditionally and irrevocably guarantee the Loan availed by each and every other Borrower whose name is specified in the Schedule (collectively as 'Guarantors') of this Agreement ("Group Guarantee"). Each Guarantor jointly and severally undertakes to repay the said Loan forthwith upon demand without any demur or protest, and hereby also confirms to have full knowledge of the transaction.

6.8. The Borrowers/Guarantors shall not be relieved in any manner whatsoever from his/her obligations under this Agreement until the Loan availed by each of the Borrower(s) are repaid in full by the respective Borrower(s), notwithstanding any pre-closure, prepayment or recall of the Loan of all or any of the Borrowers."

## **7. Government Subsidy:**

The Borrower is aware that the Bank is required to report the repayment of loan and the payment of interest in respect of the term loan by the Borrower to the Government as per the requirement of the Scheme. Further the Borrower acknowledges that the Bank will be able to submit the report as per the requirement of the Scheme only if the Borrower is regular in the debt servicing of the term loan and has not committed any default.

The Government will directly pay the subsidy amount to the Saving Account of the Borrower registered in terms of the Scheme.

The Borrower is aware that the Bank does not have any role in calculation of the subsidy amount and processing the payment of subsidy by the Government to the Borrower is not within the control of the Bank. The Borrower agrees that the Bank shall not be liable to the Borrower for any short payment /non-payment /delay in payment of subsidy by the Government.

## **8. Bank's Rights**

The Bank shall, in relation to the Personal Power Loan:

(i) have the sole right at any time during the tenure of this Agreement to revise/reschedule the repayment terms/ amount of EMI or of any other amounts outstanding there under 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 reschedulement;

- (ii) have the sole right to amend any of the terms and conditions of this Agreement including but not limited to revision of interest Rate (including the Penal Charge), periodicity of compounding interest, method of effecting credit of the repayments without assigning any reason or notifying the Borrower and the Borrower agree that such revision shall become applicable from date of such revision in the records of the Bank;
- (iii) have the right to receive and adjust any payment/s that it may receive as an assignee of the insurance in relation to the Property that may have been provided as security and on the life of the Borrower towards amounts due and/or payable by the Borrower under this Agreement;
- (iv) be entitled to disclose any information about the Borrower, his/her 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 sole and exclusive discretion, deem fit and proper. The Bank shall also be entitled to seek and receive any information as it deems fit in connection with the term loan and/or the Borrower from any third party; and
- (v) 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/her employer to remit the entire dues (including provident fund, gratuity and compensation) becoming payable by the Borrower from his/her employer on account of his/her such cessation of employment and to receive and appropriate the same towards the Borrower's liability under the Personal Power Loan.

## **9. Borrower's Representations, Warranties, Covenants and Undertakings.**

9.1 With a view to induce the Bank to grant the term loan to him/her, the Borrower, hereby represents/warrants to/ covenants/ undertakes with the Bank that he/she-

- (i) Has given complete and correct information and details in the application form about himself/herself;
- (ii) Shall make available to the Bank such security (including mortgage over the Property) in such form and substance as may be required by the Bank;
- (iii) Has no pending claims demands litigation or proceedings against him/her before any court or authority (public or private);
- (iv) Shall ensure that the purpose for which the term loan is advanced by the Bank is fulfilled in all respects and produced to the Bank, the necessary documents, as may be required by the Bank;
- (v) shall in addition to the income/ financial statement/s required by the Bank furnish such other information/ documents concerning his/her employment, trade, business, profession or otherwise as the Bank may require from time to time; \*Applicable in cases where borrower is maintaining savings a/c with Axis Bank
- (vi) shall promptly and without requiring any notice or reminder from the Bank, repay to the Bank the term loan in accordance with the Repayment Terms mentioned in the Schedule "B";
- (vii) shall (in case of more than one borrower) be jointly and severally liable to repay the Personal Power Loan, interest and all other sums due and payable under this Agreement and to observe its terms and conditions;
- (viii) shall not stand surety or guarantor for any third-party liability or obligation;

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

(xi) shall keep himself/herself aware of the rules of the Bank, pertaining to term loan, and in force from time to time.

(xi) the borrower shall, in case the borrower is a company/firm/body corporate, notify the Bank at least 30 days in advance of any intended a) change in business, constitution or constitution documents or b) closure of its business or c) change in address.

(xii) In the event of savings account/s of the Borrower/s being closed or being shifted from Axis Bank to any other Bank, the Borrower/s shall within 15 days of such closure or shifting of account, arrange to the satisfaction of Axis Bank any other alternative mode of payment of the installments either by way of Electronic Clearing System (ECS) or by submitting Post Dated Cheques (PDC's), failing which the Bank would have an option to recall the outstanding loan of the Borrower/s.\*

(xiii) The Borrower confirms that he has complied with the requirements under the Scheme and shall inform the Bank in case of becoming ineligible at any date during currency of the loan.

(xiv) The Borrower 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 and keep the Bank indemnified in this regard.

9.2 The Borrower declares, assures and states that, except as mentioned hereunder, the Borrower is not a director nor relative\* 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 Banks including Scheduled Co-operative Banks, subsidiaries/trustees of mutual funds/ venture capital funds; and the Borrower is not a relative\* or none of its directors/ partners/ members (if the Borrower is a company/partnership firm) of any Senior Officer # of the Bank or of any other Banks;

#The term 'Senior Officer' means an officer of the Bank, who is in equivalent scale as an officer in senior management level in Grade IV any officer and above in a nationalized bank or any officer in equivalent scale in the State Bank of India and associate banks and in any banking company incorporated in India.

\*The term "relative" shall mean and include any or all of the following persons: (a) Spouse (b) Father (c) Mother (including step-mother) (d) Son (including step-son) (e) Son's Wife (f) Daughter (including step-daughter) (g) Daughter's Husband (h) Brother (including step-brother) (i) Brother's wife (j) Sister (including step-sister) (k) Sister's husband (l) Brother (including step-brother) of the spouse (m) Sister (including step-sister) of the spouse.

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 Facility. The Borrower also agrees that it is a condition of the grant of the facility that if any statement made with reference to the above is found to be false at any time the Bank shall be at liberty and entitled to revoke the facility.

OR

The Borrower declares that the Borrower is related to the director(s) and /or Senior Officer(s) of the Bank or of any other Banks as specified in schedule "A" hereto:



## **10. Events of default.**

The Bank may by a written notice to the Borrower, declare all sums outstanding under the term loan (including the principal, interest, charges, expenses) to become due and payable forthwith and enforce the security (if applicable) in relation to the term loan upon the occurrence (in the sole decision of the Bank) of any one or more of the following:

- (i) The Borrower fails to pay to the Bank any amount when due and payable under this Agreement.
- (ii) The Borrower fails to pay to any person other than the Bank any amount when due and payable or any person other than the Bank demands repayment of the loan or dues or liability of the Borrower to such person ahead of its repayment terms as previously agreed between such person and the Borrower;
- (iii) The Borrower defaults in performing any of his/her obligations under this Agreement or breaches any of the terms or conditions of this Agreement;
- (iv) The Borrower opts to resign or retires from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever
- (v) Any of the information provided by the Borrower to avail the term loan or any of his/her Representations, Warranties herein being found to be or becoming incorrect or untrue;
- (vi) 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;
- (vii) The value of the 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;
- (viii) '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.

## **11. Assignment and Transfer.**

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

11.2 The Borrower expressly agrees, in the event of sale or transfer as aforesaid, to accept such person to whom the term loan is sold or transferred as his/her lender and make the repayment of the term loan to such person as may be directed by the Bank.

11.3 The Borrower shall not transfer or assign his/her rights under this Agreement.

## **12. Banks appointment of Agent.**

The rights, powers and remedies available to the Bank under Law 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 authorities to such employee or agent.

## **13. Insurance**



"Kindly note that insurance plan(s) from the insurance partner(s) engaged by the Bank ('such insurance partner(s)') are made available for your convenience and in case you opt for the same, we can assist you 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 avilment of any product(s)/service(s) from the Bank. You may choose to avail the insurance cover from such insurance partner(s) or from any other insurance providers."

#### **14. Grievance Redressal Mechanism**

1. For any grievances in relation to the Term loan, the Borrower may raise any complaint/concerns through [www.axisbank.com/support](http://www.axisbank.com/support) or call the Bank's customer care 1800-419-5577 Toll Free. The Bank shall endeavour to resolve the grievances and provide an appropriate response with respect to such complaints/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 [www.axisbank.com/support](http://www.axisbank.com/support) >> Additional Information >> Grievance redressal policy.
2. Contact details of Nodal Grievance Redressal Officer

[nodal.officer@axisbank.com](mailto:nodal.officer@axisbank.com);  
Ph. 91-080-61865200  
9.30 AM to 5.30 PM-Monday to Saturday  
(Except 2nd & 4th Saturdays and Bank Holidays)

[pno@axisbank.com](mailto:pno@axisbank.com);  
Ph. 91- 080-61865098  
9:30 AM to 5:30 PM- Monday to Saturday  
(Except 2nd & 4th Saturdays and Bank Holidays)

#### **15. Miscellaneous**

15.1 If at any time the Bank is of the opinion that the value of the said security/ guarantee prescribed/ provided for the term loan 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 shall be bound to comply with the said notice and provide any additional security satisfactory to the Bank within 30 days from the receipt of the letter.

15.2 The Borrower confirms the accuracy of the information given in the loan application and further confirms that no material change or alteration has taken place subsequent to the date of application which would impact adversely the safety of amount granted by the Bank in any manner whatsoever.

15.3 The Borrower declares and confirms that he/she 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 any tax authorities or other statutory authorities.

15.4 All or any other conditions as specified in the most important information shall form an integral part of this Agreement and the most important information shall always be used in conjunction with this agreement at all times.

15.5 Interest on the amount of the loan will be applied at the rate specified in Schedule "B" to the agreement.

15.6 Without prejudice to any other term of this Agreement, the Parties expressly agree that any payment made by the Borrower to the Bank under this Agreement shall be appropriated by the Bank in the following order-

(i) Costs, charges and expenses that the Bank may expend to service, enforce and maintain the security and therefore recover the Personal Power Loan, interest and all sums due and payable by the Borrower to the Bank under this Agreement.

(ii) Interest on amounts in default and loss of profit on the defaulted amount/s

(iii) Prepayment charges

(iv) Interest

(v) Principal amount of the term loan

15.7 The parties agree that any delay or omission by the Bank in exercising any of its rights, powers or remedies as the lender of the loan under this Agreement and other documents pursuant hereto shall not impair the right, power or remedy or be construed as its waiver or acquiesce by the Bank.

15.8 The Parties confirm that this Agreement and its Schedules and any other documentation pursuant to its represent one single agreement between the Parties.

15.9 This Agreement super cedes all prior discussions and representations between the parties, including the Bank brochure, save with respect to the obligations of and representations made by the Borrower to the Bank set forth in any correspondence, application forms or otherwise made or agreed to be made howsoever.

15.9.a. Laws of India shall govern this Agreement, the security and other documentation pursuant hereto and Courts having jurisdiction where the Branch is situated shall have exclusive jurisdiction over all aspects governing the interpretation and enforcement of this Agreement, the security and other documentation pursuant hereto.

15.10 The addresses of the parties shall be as mentioned under Schedule "B". The Borrower shall forthwith inform the Bank of any change in his/her Address (current residence and office).

15.11 Any notice or request required or permitted under this Agreement to be given by either party to the other shall be only in writing and sent on the address of the other Party as mentioned in the Schedule "B" (or in case to the Borrower, on the address of the Borrower last known to the Bank):

(i) If given by the Bank, may be given by personal delivery, fax or by post and shall be deemed to have been served upon or received 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

(ii) If given by the Borrower to the Bank when it is actually received by the Bank.

15.12 The borrower understand that as a pre-condition, relating to grant of the loans/advances/other non-fund based credit facilities to the Borrower and furnishing of guarantee in relations thereto, the Bank requires consent of the borrower of the credit facilities granted/ to be granted by the Bank for the disclosure by the Bank of information relating to the borrower, any credit facilities availed of / to be availed, by the borrower/guarantor/s, obligations as assumed by the borrower in relation thereto and default, if any, committed in discharge thereof.

Accordingly, the borrower hereby agrees and gives consent for the disclose Submit by AXIS Bank of all or any such:

- (i) Information and data relating to borrower(s).
- (ii) the information or data relating to borrower(s) obligations in any credit facility granted/ to be granted by the Bank
- (iii) default, if any, committed by borrower in discharge of borrower(s)' such obligation as the AXIS Bank may deem appropriate and necessary to disclose and furnish to Credit Information Companies (CIC's). any other agency authorized in this behalf by RBI and or the Government.
- (iv) 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' .

The borrower declares that the information and data furnished by borrower/me/ us to the AXIS Bank are true and correct the borrower undertakes that –

- (I) The Credit Information Companies (CIC's) Information Utilities (IU) and/or any other agency so authorized may use, process the said information and date disclosed by the Bank in the manner as deemed fit by them and
- (ii) The Credit Information Companies (CIC's) Information Utilities (IU) and/or other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to Banks/Financial Institutions and other credit guarantors or registered users, as may be specified by the Reserve Bank of India in this behalf.

15.13 “All disputes, differences and / or claim or questions arising out of these presents or in any way touching or concerning the same or as to constructions, meaning or effect thereof or as to the right, obligations and liabilities of the parties hereunder shall be referred to and settled by arbitration, to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof, of a sole arbitrator to be nominated by the Lender/Bank, and in the event of death, unwillingness, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, the Lender/Bank may appoint a new arbitrator to be a sole arbitrator. The arbitrator shall not be required to give any reasons for the award and the award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be held Mumbai/ Delhi / Chennai / Kolkata.”

IN WITNESS WHEREOF the parties hereto have set their hand on the day, month and year hereinabove mentioned. Signed and Delivered by the within named Borrower(s):

1. \_\_\_\_\_ (Borrower's Name) Signature of the Borrower

2. \_\_\_\_\_ (Borrower's Name) Signature of the Borrower

3. \_\_\_\_\_ (Borrower's Name) Signature of the Borrower

Signed, and Delivered by the within named Bank, AXIS BANK LTD through its authorized official.

\_\_\_\_\_  
AXIS BANK LTD., AUTHORIZED SIGNATORY

**SCHEDULE - “A”**

Sr No	Name of Director (s) / Senior Officer(s)	Designation	Designation
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

SCHEDULE "B"- LOAN AGREEMENT		
Branch : Branch Address :		Place:
		Date:
Applicant		
	(First Name) (Father's/Husband's/Middle Name) (Surname / Family Name)	
	Residence Address :	Office Address :
	Telephone Number: E-Mail Address :	Telephone Number: E-Mail Address :
Co-applicant/ Guarantor		
	(First Name) (Father's/Husband's/Middle Name) (Surname / Family Name)	
	Residence Address:	Office Address:
	Telephone Number: E-Mail Address:	Telephone Number: E-Mail Address:
Facility	<b>Term loan under Prime Minister Street Vendor Atma Nirbhar (PMSVANIDHI Scheme)</b>	
Facility Amount	Rupees: (In figures)	
	Rupees: (In words)	
Number of Installments	<u>12 monthly Installments</u>	
Rate of Interest	12% Fixed simple interest	
Processing Fee	Rs. NIL + GST as applicable	
Periodicity of Interest Compounding	Monthly	
Repayment Terms	Repayable according to the tenor by Equated Monthly Installment (EMI) as stated below	
Equated Monthly Installment (EMI)	Rupees: (In figures)	
	Rupees: (In words)	
EMI Payment	Monthly	
	_____ of every month commencing from	
Disbursement details	By direct payment/s as follows: 1) Direct a/c credit fvg for Rs: 2) Direct a/c credit fvg for Rs:	

Security details (if applicable)	Not applicable
Prepayment charges	Not Applicable. <i>Please refer to the Key Facts Statement (KFS) and the Sanction Letter for all details of charges</i>
Repayment instruction / Instrument return charges	Rs. 500/- per instance of dishonour of cheque Standing instruction / ECS debit instruction + GST as applicable
Foreclosure Charges	For Term Loans : 2% of Principal Outstanding. (This will vary as per individual product, and not applicable for GSS Loans)  In case of Micro and Small Enterprises (MSE) customers, no prepayment charges are applicable if: i. Loan amount is up to Rs.50 Lakhs under fixed rate loans, or ii. Loans with floating interest rates (irrespective of the loan limit)
Swap charges (Cheque/Instrument)	Rs. 500/- per occasion of swapping of the PDCs/ECS mandate/Standing instructions mandate + GST applicable
Penal Charge	NIL for PMSVANidhi Tranche 1 and Tranche 2 For Tranche 3, <ul style="list-style-type: none"> <li>Financial Default*: 8% p.a. above applicable interest rate on the overdue amount (subject to the aggregate not exceeding Rs.1,00,000/- per instance).</li> <li>There shall be no capitalization of Penal Charges.</li> <li>The said Penal Charges will be subject to GST as per applicable law on Goods and Service Tax in India, and GST will be charged separately.</li> <li>Non-Financial Default**: 1% p.a. above applicable interest rate / commission from the date of each non-financial default on the outstanding amount of fund-based credit facilities and non-fund-based facilities (as applicable).</li> </ul> <p>*Financial Default includes all types of payment or financial defaults/irregularities with respect to your Loan Account.  **Non-Financial Default includes breach of any other obligation(s)/covenant(s) with respect to your Loan Account.</p>
Duplicate statement issuance charges	Not Applicable. <i>Please refer to the Key Facts Statement (KFS) and the Sanction Letter for all details of charges</i>
Duplicate Amortisation schedule issuance charges	Not Applicable. <i>Please refer to the Key Facts Statement (KFS) and the Sanction Letter for all details of charges</i>



Duplicate Interest Certificate (Provisional / Actual) issuance Charges	Not Applicable. <i>Please refer to the Key Facts Statement (KFS) and the Sanction Letter for all details of charges</i>
Credit Information Companies (CIC's) Report Issuance Charges	Not Applicable. <i>Please refer to the Key Facts Statement (KFS) and the Sanction Letter for all details of charges</i>
Charges for subsequent set of Photocopy of loan agreement/documents where requested by Borrower	Not Applicable. <i>Please refer to the Key Facts Statement (KFS) and the Sanction Letter for all details of charges</i>
Stamp Duty Charges	As per State Stamp Act
<p>“Goods and Services tax (GST) will be charged extra as per the applicable rates, on all the charges and fees (wherever GST is applicable)”</p> <p>Notwithstanding anything mentioned above, Axis Bank can add, delete, modify all or any of the above aforesaid terms &amp; conditions without any reference to the borrowers.</p> <p><b>Signed &amp; Delivered by the within named borrower/s, this schedule to Personal Power Loan agreement on the hereinabove mentioned.</b></p> <p>Borrower / s Name</p> <p>Signature:</p> <div> <p>Applicant</p> <p>Guarantor</p> </div> <div> <p>Co-applicant</p> </div> <p>Signed &amp; Delivered on behalf of AXIS BANK Ltd.</p> <p>Name : _____ Signature :</p>	

## DEMAND PROMISSORY NOTE

Rs.....

ON DEMAND, I / We, ....., jointly and severally promise to pay to AXIS BANK LTD. or order, the sum of Rs.....(Rupees..... only ) together with interest from the date hereof, at ..... percent per annum or such other rate the Bank may fix from time to time, compounding and payable with daily/monthly/ quarterly rests, for value received.

X \_\_\_\_\_ Borrower

Place : .....

Date : .....

Revenue Stamp

*The borrower has to sign across the revenue stamp & DP note.*

.....  
.....

**D.P. Note Delivery cum Waiver Letter**

To: AXIS Bank Ltd.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Please take delivery of the accompanying DEMAND PROMMISSORY NOTE dated \_\_\_\_\_ for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) made by me/us in favour of AXIS Bank Ltd. I/We do hereby also waive my/our rights of the presentment of the aforesaid Demand Promissory Note. We further request you to note that we dispense with a notice of dishonour in terms of Section 98(a) of the Negotiable Instruments Act, 1881, and that in the event of payment not being made on demand by me/us the AXIS Bank Ltd. is at liberty to give time for payment to me/us without discharging me/us from liability. The said Demand Promissory Note shall operate as a continuing security to you to be enforceable for the repayment of the ultimate balance or all sums remaining unpaid under the said Cash Credit / Overdraft / Packing Credit / Loan facility (ies) now or hereafter; and I/We are to remain liable on the said Demand Promissory Note notwithstanding the fact that by payment made into the account of the Cash Credit / Overdraft / Packing Credit / Loan from time to time, the said Cash Credit / Overdraft/ Packing Credit / Loan facility (ies) may from time to time be reduced or extinguished or even that the balance of the said account(s) may be at credit.

X \_\_\_\_\_  
Borrower \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

**STANDING INSTRUCTION**

From:

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

\_\_\_\_\_  
\_\_\_\_\_

To: The Branch Head,

ASC - \_\_\_\_\_

AXIS Bank Ltd.

Ref : Execution of Standing Instruction

Dear Sir,

This is in reference to the \_\_\_\_\_ of Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_ ) sanctioned to me by Retail Asset

Sales Center, \_\_\_\_\_. My \_\_\_\_\_ Account No. is  
\_\_\_\_\_ and Customer ID is  
\_\_\_\_\_. I authorize you to debit a sum of Rs.

\_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ ) on the

\_\_\_\_\_ of every month starting from \_\_\_\_\_ from my  
savings/current account no. \_\_\_\_\_ with your branch being the  
monthly EMI due to you.

This instruction is irrevocable.

Yours Truly,

\_\_\_\_\_ Borrower Name

\_\_\_\_\_ Borrower Signature

**Post-Dated Cheques Covering Letter**

To,

Dated: \_\_\_\_\_

The Branch Head

ASC - \_\_\_\_\_

AXIS Bank Ltd.

Dear Sir,

REF: Facility Agreement dated \_\_\_\_\_ executed by me/us in favour of the Bank

Please find enclosed crossed Post-dated cheques / Security cheques drawn in favor of AXIS Bank Ltd (\_\_\_\_\_ Account - \_\_\_\_\_) bearing the following particulars being submitted towards repayment of the \_\_\_\_\_ availed from your Bank. The post-dated cheques/security cheques contain my/our authorized signatories genuine signature, which shall not be disputed by me/us.

Name of the Drawee bank : \_\_\_\_\_

Name of the Drawee Bank Branch : \_\_\_\_\_

MICR Sort Code (9 digit) :

Date of Cheques : \_\_\_\_\_ of each month commencing from \_\_\_\_\_

Sr No	From	To	No of Cheques	Amount of Cheque
1				
2				
3				
4				
5				

I/We agree that the Post-dated cheques / Security cheques are given towards \_\_\_\_\_ repayment/installments of the debt due and payable by me/us to the Bank in terms of the term loan agreement dated \_\_\_\_\_.

In case of change of authorized signatory of the Borrower, we undertake to replace the cheques appropriately and in the event of no replacement of the cheques before the due dates, we undertake to honour the Post-Dated Cheques.

\_\_\_\_\_  
Name of the borrower

\_\_\_\_\_  
Signature of the borrower