

DOWELL FISCAL SERVICES PRIVATE LIMITED

LOAN AGREEMENT

Borrower Name	
Co-Borrower Name	
Co-Borrower Name	
Co-Borrower Name	
Co-Borrower Name	
Loan Account Number	
Deal Number	
Stamp Paper Number	

LOAN AGREEMENT

This LOAN AGREEMENT (“Agreement”) is made at the place and on the date as mentioned in Schedule I of this Agreement by and between: **Dowell Fiscal Services Private Limited (CIN:U65999MH1995PTC289390)**, a Company defined & incorporated under Companies Act, 1956 and registered as a non-banking finance company (“NBFC”) under the Reserve Bank of India (“RBI”) Act, 1934 and having its Registered Office situated at 903, Lodha Supremus, Dr. E. Moses Road, Worli Naka, Mumbai Maharashtra 400018 , and a Branch Office at the place specified in the Schedule I hereto, hereinafter referred to as “**DFSPL**” (hereinafter referred to as the “**Lender**” which expression shall unless the context otherwise requires, include its successors and assigns) of the FIRST PART AND the Borrower/s

- 1).....
- 2).....
- 3)
- 4).....
- 5).....

Whose name, address and particulars are as stated in Schedule I (hereinafter referred to as **“Borrower”**, which expression shall unless the context otherwise requires, include heirs, administrators, executors, successors, legal representatives, novates, transferees and permitted assigns, as applicable) of the SECOND PART.

The Borrower and the Lender shall hereinafter be collectively referred to as **“Parties”** unless referred to in their individual capacity.

WHEREAS:

The Borrower has approached the Lender for availing the Loan (hereinafter defined), as per the Application Form (hereinafter defined) for the Purpose (hereinafter defined) and as sanctioned under the sanction letter dated _____ issued to the Borrower.

The Borrower has proposed to create security over the Property (hereinafter defined) by executing the Transaction Documents (hereinafter defined) as the principal and primary instrument for availing of the Loan.

Upon the Borrower agreeing to execute the Transaction Documents as the principal and primary instrument & relying on the representations, warranties and covenants made by the Borrower herein, the Lender has agreed to grant, and the Borrower has agreed to avail the Loan on the terms and conditions stated herein below.

NOW, THEREFORE, in consideration of the foregoing, and other good and valid consideration, the receipt and adequacy of which are hereby expressly acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

The following definitions apply throughout this Agreement unless otherwise stated:

- (i) **“Agreement”** means this loan agreement including all Schedules hereto and any amendments or addendum thereof that may be executed between the Parties. It shall also include the Application Form submitted by the Borrower to Lender for grant of the Loan and the Disbursement Letter, Schedule of Charges, Sanction Letter etc., issued by Lender to the Borrower.
- (ii) **“Application Form”** shall mean as the context may permit or require, the loan application form submitted by the Borrower to the Lender, digitally or physical, for applying for and availing of the Loan, together with the preliminary loan application form and all other information, particulars, clarifications and declarations, if any, furnished by the Borrower or any other person from time to time, digitally or physical, in connection with the Loan.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

- (iii) **“Borrower”** means person/s mentioned & named in the Schedule I to this agreement. The expression Borrower shall, unless it be repugnant to the subject or as the context may permit or require, include (i) in case of company or society registered under the applicable laws relating to Companies/Societies and includes its successors and permitted assigns etc. (ii) in the case of partnership firm within the meaning of the Indian Partnership Act, 1932 any or each of the partners and survivor(s) of them and partners from time to time (both in the personal capacity and as partners of the firm and their respective heirs, executors, administrators and permitted assigns, legal representatives and successors of the firm; (iii) in the case of proprietorship concern, the proprietor/ proprietrix (both in his or her personal capacity and as proprietor/proprietrix of the concern) and his/ her/ their respective heirs, executors, administrators and permitted assigns, legal representatives and successors of the concern; (v) in the case of individual his/her/ their respective heirs, executors, administrators and permitted assigns, legal representatives and successors; (vi) in the case of trust, the trust/trustee(s) for the time being, its successors and permitted assigns; (vii) in case of a Hindu Undivided Family (HUF), the Karta of such HUF and any or each of the adult members/coparceners of such shall be the Borrower. The expression “Borrower” wherever the context so requires means and be construed as including any or each of them. It shall also, wherever the context so requires, mean, and include Co-Borrower(s) and the masculine gender and the feminine gender.
- (iv) **“Borrower's Dues”** means and includes the outstanding Principal amount of the Loan, Interest, Late Payment Charges (If any), Default Penalty (if any), all fees, costs, charges, expenses, stamp duty (including registration and filing charges and taxes of any description whatsoever as may be levied from time to time by the Government or other authority) and all other sums and interest payable on such sums, whatsoever payable by the Borrower to the Lender in accordance with the Loan terms and Transaction Documents as well as all other monies whatsoever stipulated in or payable by the Borrower(s) under the Loan terms.
- (v) **“Benchmark Lending Rate (BLR)”** means the interest rate announced by the Lender from time to time as its Benchmark Rate impacting only the “Floating Rate of Interest Loans” and “Semi-Fixed Rate of Interest Loans” if availed by the Borrower.
- (vi) **“CERSAI”** means the Central Registry of Securitization Asset Reconstruction and Security Interest of India.
- (vii) **“CIBIL”** means Credit Information Bureau of India Limited or any other Credit Bureau as applicable.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

- (viii) **“Control”** (and the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person whether through the ownership of voting shares or by contract or otherwise.
- (ix) **“Co-Borrower”** shall mean the Person / entity named as such in Schedule I attached hereto.
- (x) **“Cross Default”** shall have the meaning ascribed to the term under Clause 16(vi) of this Agreement.
- (xi) **“Dispute Resolution”** is the process of settling disagreements between the parties. It can be a way of solving conflict without having to go to court.
- (xii) **“Deed of Guarantee”** means a legal document wherein a third-party including Guarantor undertakes to be legally responsible to the Lender to repay all the amounts outstanding and due from the Borrower.
- (xiii) **“Due Date”** shall mean the date(s) on which any amounts in respect of the Outstanding Obligations fall due as specified in the Application Form and/or this Agreement and/or other Transaction Documents. The Borrower may request a change of due date during the loan tenor and same may be modified at the discretion of the lender as per the applicable policies prevailing on the date of request.
- (xiv) **“DPD”** means Days past Due Date which indicates the number of days a payment of EMI of loan account is late from the due date of the EMI. The due date of the payment will be as defined in the Sanction Letter.
- (xv) **“Disbursement”** shall have the meaning as assigned to the term in Clause 5(a) hereof.
- (xvi) **“Disbursement date”** shall mean the date/s arrived at in accordance with Clause 5 hereof.
- (xvii) **“DRF” or “Disbursement Request Form”** means a form (as per the format attached in the annexure) or a request (in a form and manner acceptable to the Lender) submitted by the Borrower to the Lender requesting that all or a part of the Facility to be disbursed to the Borrower or any other beneficiary authorized by Borrower.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

- (xviii) **“Effective Date”** shall mean the date of the execution of this Agreement.
- (xix) **“Equated Monthly Instalment” or EMI or Installment** shall mean the amount of each monthly payment as specified in Schedule I required to be paid to the Lender to amortize the Loan with interest over the tenure of the Loan or within such period as may be determined by the Lender from time to time.
- (xx) **“Electronic Clearing System”, or “ECS” or “ACH”**, shall be deemed to include transfer of funds electronically. either through a message for transfer of funds sent electronically or through an image of an instrument of transfer of funds sent electronically or through an electronic file containing the details of the funds transfer sent by electronic media or payment through an electronic cheque or where funds are transferred through various types of plastic cards or such other debit clearing service notified by Reserve Lender of India, participation in which has been consented to in writing by the Borrower for facilitating payment of EMIs.
- (xxi) **“Encumbrance”** means (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable law; any adverse claim as to title, possession or use.
- (xxii) **“Enforcement Action”** means any action taken or proposed to be taken by the Lender, against the Borrower, or all or any part of the assets over which Security Interest has been created, for the purpose of (i) enforcing or exercising all or any, of the rights or remedies of the Lender under or in respect of the Security Interest created under the Security Documents, including without limitation, the initiation of any non-judicial action or any action in any court or tribunal or before any administrative agency or government authority or to enforce such rights and remedies pursuant to any Applicable Law; and/or (ii) adjudicating or seeking a judgment on a claim; and/or (iii) any action taken by the Lender (a) to preserve or protect the Security Interest including without limitation, the appointment of a receiver pursuant to any deed of hypothecation/mortgage, or (b) under or pursuant to an Event of Default; and/or (iv) any other legal remedy under Applicable law including the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 & Arbitration.
- (xxiii) **“Event of Default”** shall refer to the events described to be so under Clause 16 of this Agreement.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

- (xxiv) **“Financial Statements”** means in relation to the Borrower(s), its/their audited consolidated financial statements for such period(s) provided to the Lender and/or as required by the Lender from time to time.
- (xxv) **“Financial Year”** means the financial year commencing on 1st April of a Calendar Year and ending on 31st March in the immediately succeeding calendar year.
- (xxvi) **“Fixed Rate of Interest”** means the rate of Interest applicable on the Loan which shall not be subject to change over the tenure of loan.
- (xxvii) **“Floating Rate of Interest”** means the rate of Interest applicable on the Loan, which is subject to review by the Lender at such intervals as determined by the Lender based on Lender’s prevailing BLR. The applicable rate of interest will be prevailing BLR Plus or Minus spread based on the product program and as accepted by the Borrower.
- (xxviii) **“Guarantee”** means the irrevocable and unconditional personal guarantee (if any) in favor of the Lender issued or to be issued by the Guarantor in a form and manner satisfactory to the Lender to secure the obligations of the Borrower under this Agreement.
- (xxix) **“Guarantor”** means the person/persons (if any) who has/have guaranteed the due performance and repayment of the present Agreement/Loan by the Borrower and have stood as a surety/guarantor for the present Loan.
- (xxx) **“Governmental Approvals”** means, in respect of a transaction (including the transaction contemplated in this Agreement) any notice, consent, approval, authorization, waiver, permit, grant, concession, agreement, license, certificate, exemption, order or registration of, with or to any Governmental businesses, operations or financial condition of the Borrower or of any other relevant person who is party to any of the Transaction Documents.
- (xxxi) **“Governmental Authority”** means any nation or government or any province, state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of India (including, without limitation, any rules, directives, regulations, guidelines and codes of conduct of the RBI) or any other jurisdiction, as applicable or any political subdivision thereof or any other applicable jurisdiction; any court, tribunal or arbitrator and any securities exchange or body or authority regulating such securities exchange.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

(xxxii) **“INR”** means Indian Rupees being the lawful currency of India.

(xxxiii) **“Indebtedness”** means any indebtedness whatsoever of the Borrower at any time for or in respect of monies borrowed, contracted, or raised (whether or not for cash consideration) or liabilities contracted by whatever means (including under guarantees, indemnities, acceptance, credits, deposits, hire purchase and leasing).

(xxxiv) **“Interest”** shall mean the rate of interest that is chargeable on the Loan Amount or Outstanding amount as referred to in the applicable Schedule I.

(xxxv) **“Late Payment Charges”** shall mean charges levied by the Lender on delay in payment of the EMI or any other amounts due and payable by the Borrower and/or on the occurrence of any event of default as defined in Clause 16 of this agreement ,to the Lender at the rate as prescribed in Schedule I. Late Payment charges shall not be compounded or no further interest / charges computed on such charges during the tenor period.

(xxxvi) **“Loan”** shall have the meaning as assigned to the term in Clause 3.1 hereof.

(xxxvii) **“Loan Account”** means the account maintained by the Lender which records the balance amount owed by the Borrower as described in Schedule I.

(xxxviii) **“Loan Application”** means and includes the loan application made by the Borrower to the Lender to avail the loan from the Lender and which application forms the basis and part of this agreement.

(xxxix) **“Material Adverse Effect”** means the effect or consequence of any event or circumstance which is or is likely to be: (a) adverse to the ability of the Borrower or any person to perform or comply with any of their respective obligations under the Transaction Documents in accordance with their respective terms; or (b) prejudicial to any of the businesses, operations, or financial condition of the Borrower.

(xl) **“NPA”** Non-Performing Assets means an asset in respect to which EMI and/or interest remains overdue for a period of more than 90 days & as per the extant regulatory norms.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

- (xli) **“Other charges”** means and includes commitment charges, insurance premium, levies, cheque bouncing charges, incidental and other charges/fees and other administrative expenses, any tax levies by/payable to any Governmental Authority and other dues debited to the Loan Account or payable by the Borrower from time to time. It shall also include the expenses incurred by the Lender in recovery of its dues and out of pocket expenses.
- (xlii) **“Outstanding Balance”** means the balance of the Loan outstanding and includes unpaid accrued interest, Late Payment Charges, costs, other charges & fees, overdue to be paid by the Borrower and expenses.
- (xliii) **“Party”** means either the Borrower or the Lender and "Parties" means the Borrower and the Lender, collectively, as the context may require.
- (xliv) **“Pre-Equated Monthly Instalment Interest or “PEMI”** means interest at the rate indicated in the Schedule I attached hereto on the disbursed Loan amount from the date/respective dates of first disbursement to the date of commencement of EMI.
- (xlv) **“Principal Amount”** means the Loan Amount originally granted/agreed to be granted by the Lender to the Borrower together with any interest and charges, if any.
- (xlvi) **“Person”** means any natural person, firm, company, governmental authority, joint venture, partnership, association, or other entity (whether or not having separate legal personality).
- (xlvii) **“Property”** includes a plot of land, residential house, flat/apartment (the entire built up area and any additions thereto, the proportionate share in the common areas/easement/privileges/development rights/benefits/accretions, additions, accessories, fixture and fitting, buildings, structures, constructed/erected in such building/on such plot in which such flat/unit is/will be situated and the proportionate undivided share in the land on which the said building is situated is being/will be built), or any other residential/non-residential/commercial/any other immovable property to be charged with the Lender or against the security of which the Loan is granted by the Lender in terms of this Agreement or any other dwelling unit of any size and type with appurtenances thereto having an independent access and shall include a farm house or a temporary or a semi-permanent structure of a plot of land with building or other structure constructed or to be constructed, as described in the Schedule;

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

- (xlviii) **“Prepayment”** means premature repayment (whether in part or in full) as per the terms and conditions laid down by the Lender in that behalf and in force at the time of repayment.
- (xlix) **“Post Dated Cheques (PDCs)”** means the cheques drawn by the Borrower in favour of the Lender, for making payments of the amounts [including PEMII(s) & EMI(s)] payable under the present agreement.
- (l) **“Purpose”** means the lawful purpose for which the loan shall be granted/agreed to be granted and shall include inter alia, the purpose described in the Schedule I of this Agreement.
- (li) **“Processing Fee”** is a part of the non-refundable service fee payable by the Borrower to the Lender simultaneous with the execution of this Agreement, in consideration of the services rendered by the Lender towards the disbursement of the said Loan.
- (lii) **“Receivables”** means all or any money (ies) accruing or arising out of the Property present or future, which inter alia, includes rent, receivables, income etc., to be received from the lessee/tenant/licensee/occupants of the Property by the Borrower.
- (liii) **“Repayment”** means the repayment of the principal amount of Loan, interest thereon, commitment and all other charges, premium, fees or other dues which are payable under this Agreement to the Lender by the Borrower.
- (liv) **“Sanction Letter”** means the letter issued by the Lender sanctioning the Loan along with the relevant particulars, terms & conditions mentioned in the same.
- (lv) **“Schedule”** means and includes the Schedule I attached hereto and forming an integral part of the Agreement.
- (lvi) **“Security”** includes any Security Interest provided to the Lender in relation to Security specified in Schedule II of this Agreement.
- (lvii) **“Security Interest”** means any security for the payment of monies or performance of obligations under this Agreement, including a mortgage, charge, pledge, hypothecation, lien or guarantee and/or indemnity.
- (lviii) **“Security Provider”** means each person who provides Security.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

- (lix) **“Semi Fixed Rate of Interest”** means the interest rate offered by the Lender directly linked to its BLR and a) remains fixed for an initial tenure of the loan as mentioned in the Sanction Letter and Schedule I and b) subsequently becomes Floating Interest Rate after completion of the initial tenure.
- (lx) **“Standard Asset”** shall mean the asset in respect of which, no default in repayment of principal or payment of interest is perceived and which does not disclose any problem or carry more than normal risk attached to the business.
- (lxi) **“SMA”** Special Mention Account means account which exhibits signs of incipient stress resulting in the borrower defaulting in timely payment Principal or Interest (EMI) before it being defined as NPA. There are three sub-categories under the SMA, SMA-0 means that Principal or Interest payment not overdue for more than 30 days. SMA-1 means the Principal or Interest payment overdue between 31-60 days. SMA-2 means Principal or Interest payment overdue between 61-90 days.
- (lxii) **“ACH/NACH”** means the written instructions issued by the Borrower to its Lender, where he maintains his account, for paying every month an amount equal to the EMIs in favour of the Lender for repayment of the loan facility.
- (lxiii) **“Tax”** shall mean income tax, service tax, sales tax, customs and excise, value added tax and all other forms of direct and indirect tax levied and/or to be levied by a Governmental Authority together with any interest, penalties, surcharge, fines relating thereto, due payable, levied, imposed upon, or claimed to be owed in India.
- (lxiv) **“Transaction Documents”** includes all writings and other documents executed or entered or to be executed or entered into, by the Borrowers or as the case may be, any other person including this Agreement, promissory notes, Memorandum of equitable mortgage, indenture of mortgage, deed of guarantee, if applicable. any agreement with the builder/ promoter/ developer of Property, in relation to, or pertaining to the Loan and each such transaction document as amended from time to time.
- (lxv) **“Tenor”** means the period specified in Schedule I.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

2. INTERPRETATION

- (i) Headings are for convenience only and shall not affect the meaning or interpretation of this Agreement.
- (ii) Whenever the words “include” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”. Each reference to a clause number shall include all subparagraphs and subsections thereof.
- (iii) All terms and conditions of this Agreement shall be construed in accordance with the written terms thereof; and if the terms or condition be ambiguous, then in accordance with the intention of the Parties.
- (iv) A reference to this Agreement or another instrument includes any variation, novation, or replacement of either of them.
- (v) References to clauses, schedules and annexes are references to clauses, schedules, and annexes of this Agreement.
- (vi) References to a statute include references to regulations, rules, orders, notices, or codes of practice made under or pursuant to such statute, and references to a statute or regulation include references to all amendments to that statute or regulation (whether by subsequent statute or otherwise) and references to a statute or regulation passed in substitution for that statute or regulation.
- (vii) In the event of any disagreement or dispute between the Lender and the Borrower regarding the materiality, reasonableness or occurrence of any matter including any, event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Lender in relation to the Loan as to the materiality, reasonableness or occurrence of any of the foregoing shall be final and binding on the Borrower.
- (viii) The terms and expression not herein defined shall where the interpretation and meaning have been assigned to them in terms of General Clauses Act 1897 have that interpretation and meaning.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

3. LOAN, INTEREST, ETC.

3.1. Loan Amount

The Borrower hereby agrees to avail from the Lender, and subject to the Borrower fulfilling and performing the Conditions Precedent, the Lender hereby agrees to provide to the Borrower, the loan not exceeding the amount as more particularly mentioned in the Schedule I for the purpose mentioned in the Sanction letter & Schedule I. The Borrower shall repay the Loan in Equated Monthly Instalments (EMIs) as detailed in the Schedule I, hereto. Notwithstanding Schedule I for repayment of the Loan, the Lender shall have the unqualified right to be paid forthwith on demand the entire Loan along with interest, charges, fees, and all other amounts due and payable by the Borrower.

3.2 Interest

- (i) The Borrower shall be charged interest on the Loan from the date of disbursal of the Loan at the rate specified in Schedule I ("Interest"). The Interest on the loan will begin to accrue in favor of the Lender as and from the date of disbursement, irrespective of the time taken for transit / collection / realization of the mode of payment by the borrower or his / her bank. The interest rate will be applied as per the interest type opted for by the buyer – Fixed Rate, Floating Rate or Semi-Fixed Rate as defined in the agreement and mentioned in the Sanction Letter.
- (ii) Notwithstanding the above, in the event of any extraordinary or unforeseen changes in the money market conditions, the Lender shall at its own discretion be entitled to change the said rate of Interest with intimation to the Borrower. The Lender shall be the sole judge to determine whether such conditions exist or not.
- (iii) The Lender shall be entitled to revise the rate of Interest at any time and from time to time as per its policy, market conditions and/or applicable laws and regulations, if any, during the tenor of the Loan at its sole discretion.
- (iv) The Borrower will be notified within 15 (Fifteen) days of the revised Interest becoming applicable on the Loan.
- (v) The Interest will be calculated on the basis of the rate of interest mentioned in Schedule I and rounded off to the next rupee calculated on monthly rests and shall be computed on the basis of a year of 360 (Three Hundred Sixty) days. However, in the event the Borrower intends to foreclose the Loan, the interest would be calculated up-to the date of actual foreclosure.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

- (vi) The Borrower hereby agrees and confirms that to work out a suitable monthly installment to be payable by the Borrower towards repayment of the Loan and payment of Interest, the Lender has adopted a reasonable and genuine basis. The Borrower confirms having understood the Lenders method of calculating the interest on the Loan on a reducing balance basis and the calculation of EMIs.
- (vii) Without prejudice to the other rights of the Lender under this Agreement, in the event of the Borrower committing a default in the payment of EMI the Borrower shall in respect of the outstanding Loan amount and in respect of EMI or other amount in default, pay Late Payment Charges as prescribed in Schedule I from the date of default till the date such default is remedied by the Borrower to the satisfaction of the Lender.

3.3 Computation of Interest and Expenses

- (i) The EMI comprises of principal amount and interest calculated based on annual rate of interest, as prevailing from time to time.
- (ii) The interest shall be calculated on the principal amount outstanding on the last date of the previous month based on the rate of interest mentioned in the Schedule I hereto monthly and shall be computed on the basis of a year of 360 days. In the event of Pre-closure, the interest on the Loan would be calculated up to the actual date of Pre-closure. The Lender may at its sole and absolute discretion and subject to the terms and conditions and prepayment charges as detailed in the Schedule I hereto or as the Lender may prescribe from time to time, permit prepayment of the Loan. In the event of the Lender permitting the Borrower to prepay the Loan, the Borrower undertakes and agrees to execute such documents as the Lender may require and abide by such amended/altered repayment schedule as specified by the Lender. The PEMI, where applicable, payable before the commencement of the EMI shall be equal to the interest levied on the principal outstanding which will be computed on previous day before commencement of EMI.
- (iii) The Borrower agrees that Late Payment Charges shall be charged on the outstanding dues, interest, and other payments due under the Loan Agreement at the applicable rates plus applicable interest tax.
- (iv) The Borrower undertakes to pay forthwith on demand to the Lender all costs and expenses (including legal costs between legal counsel and clients) on a full indemnity basis incurred and or to be incurred by the Lender for investigation of title to any Property offered as Security and for preparation, execution, enforcement and realization of the outstanding Loan amount along with applicable interest, balance principal loan amount and all other payments to be made by the Borrower to the Lender under this Agreement, security documents and other instruments

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

creating an/or evidencing the creation of any security for the Loan. Further, the Borrower shall reimburse or pay to the Lender such amount(s) as may have been paid or payable by the Lender to the Central or State Government(s) on account of any tax levied on interest (and/or other charges including PEMI) on the Loan or on service taxes and charges as levied on the Lender, by Central or State Government(s). The reimbursement or payment shall be made by the Borrower as and when called upon to do so by the Lender.

- (v) The Borrower agrees that the determination of interest by the Lender shall be final and conclusive and shall be binding upon the Borrower and a copy of the statement of accounts maintained by the Lender shall be conclusive proof and evidence of its liability.

(vi) Terms and conditions applicable to the Loan with fixed rate of interest:

The EMI comprises of principal and interest calculated on the basis of interest rate mentioned in the SCHEDULE I herein and is rounded off to the next rupee. Provided that the Lender may in its sole discretion, increase or alter the rate of interest suitably and prospectively, on account of change in the internal policies or due to the extant regulatory requirements or as may be required under Applicable Law or upon the occurrence of unforeseen or exceptional or extraordinary change in the money market condition during the period of the Agreement. Upon such determination, the Borrower shall be liable to pay such revised Interest on the outstanding Loan in such manner and within such period as may be determined by the Lender in its sole discretion. Any revision in the interest rate shall be effective from a prospective date and the Lender shall notify the Borrower in advance to this effect and update on its website.

(vii) Terms and conditions applicable to the Loan with Floating Rate of Interest:

The EMI comprises of principal and interest calculated on the basis of interest rate mentioned in the SCHEDULE I herein and is rounded off to the next rupee. Provided that, in the event of change in BLR by the Lender, future/further floating rate of interest is applicable to the amount of the loan lent by the Lender to the Borrower & shall be applied by the Lender on the first day of the month following the month in which the BLR is changed. In the event the Lender changes the Floating Rate of Interest prior to the disbursement of the full loan, the rate of interest as per the revised Floating rate of interest shall be applicable to the loan forthwith from the date of such change or such later date during the month in which the BLR is changed. The Lender will notify such changes in the floating rate of interest on its website and on the notice boards of their branch locations and the same is to be construed as the service /waiver notice of such changes.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

(viii) Terms and conditions applicable to the Loan with Semi Fixed Rate of Interest:

The EMI comprises principal and interest calculated on the basis of interest rate mentioned in the SCHEDULE I herein and is rounded off to the next rupee. After completion of the initial tenure where the fixed rate of interest will apply along with terms as mentioned in clause 3.3 (vi); the Terms and Conditions applicable to the Loan with Floating Rate of Interest will be applicable from the date of completion of the initial term i.e. clause 3.3 (vii).

4. CONDITIONS PRECEDENT FOR DISBURSEMENT OF LOAN

The obligation of the Lender to make any disbursement under the Loan Agreement shall be subject to the condition that:

- a) No Event of Default or Cross Default or Material Adverse Effect shall have occurred.
- b) The Borrower shall have furnished evidence to the entire satisfaction of the Lender of the proposed utilization of the proceeds of the disbursement.
- c) The Borrower shall have furnished evidence to the entire satisfaction of the Lender that all consents, permissions, approvals required for availing the Loan have been obtained.
- d) The Borrower shall execute and delivered a Demand Promissory Note, undertakings, declaration, and such documents as the Lender may in its sole and absolute discretion may require.
- e) The Borrower shall have procured and delivered post-dated cheques, guarantee(s) to the satisfaction of the Lender.
- f) The Borrower shall have satisfied the Lender that it has an absolute, clear, and marketable title to the property and that the property is unencumbered and free from any liability and prior charges whatsoever.
- g) The Borrower shall have created charge in favour of the Lender over the property by way of registered mortgage or mortgaged by way of deposit of title deeds as may be acceptable to the Lender, prior to the first disbursement.
- h) The Borrower shall have satisfied the Lender to the effect that there is no action, suit, proceedings or investigation pending or to the knowledge of the Borrower threatened by or against the Borrower before any court of law or any other competent authority which might have a material adverse effect on the financial or other affairs of the Borrower or which may put into question the validity or performance of this Agreement and/or other security documents executed by the Borrower in favour of the Lender.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

i) At the time of request for a disbursement of the Loan or tranche thereof, the Borrower shall produce such evidence of the proposed utilization of the proceeds of the disbursement of the Loan or any tranche thereof as is satisfactory to the Lender as and when required by the Lender to evidence that the Loan will be utilized only for the Purpose.

j) No extraordinary or other circumstances shall have occurred which shall make it improbable for the Borrower to fulfil his/ its obligations under this Agreement.

k) The Borrower shall have executed and delivered all the Transaction Documents.

l) The Loan facility together with interest, Late Payment Charges (If Any), costs, charges, expenses, and other monies shall be secured by guarantee of the Guarantor and/or such other person as may be required by the Lender.

m) The Loan or any part thereof may be disbursed by the lender directly to the concerned insurance company in case of the Master Insurance Policy or the Bank/Financial Institution in case of Balance Transfer Loan or such other person as the Lender may, as it deems fit, and such disbursement shall be deemed to be the Disbursement made to the Borrower. Such amount shall be incurred by the Lender by way of a “pure agent” service for Goods and Service Tax (“GST”) purposes.

5. DISBURSEMENT

a) The term ‘**Disbursement**’ shall mean the commencement of the loan, and it shall be deemed to occur on the earliest of the following events:

- When a disbursement cheque or pay order, issued by the Lender is made in favor of the Borrower; or
- When the loan amount is directly transferred to the Borrower's designated account through electronic means, including but not limited to Real Time Gross Settlement (RTGS), National Electronic Funds Transfer (NEFT), or any other similar electronic funds transfer mechanism as agreed upon by the parties.

For the avoidance of doubt, the loan shall be considered disbursed upon the completion of the aforementioned actions, and the terms and conditions of the loan agreement shall become effective from the date of disbursement.

b) The Lender shall disburse the Loan in its sole and absolute discretion in lump-sum or suitable installments to the Borrower or to any third party or agent/nominee of the Borrower or in such other manner as may be decided by the Lender having regard to the purpose of the Loan. Such

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

disbursement shall be duly acknowledged by the Borrower in the manner and form required by the Lender. Such amount shall be incurred by the Lender by way of a “pure agent” service for Goods and Service Tax (“GST”) purposes. The date of Disbursement shall be the date of the cheque/other payment/transfer instructions/instruments issued by the Lender irrespective of the date of actual encashment/realization thereof.

c) All disbursements shall be made by the Lender to the Borrower by A/c Payee Cheque/Pay Order/NEFT/Direct Remittance / RTGS. The date of disbursement cheque/Pay order/NEFT/Direct Remittance would be deemed to be the date of disbursement to the Borrower irrespective of the date on which the disbursement may have been received by or on behalf of the Borrower. The transaction expenses incurred by the Lender for the purpose of the grant of the Loan or any other amount due from the Borrower shall be adjusted by the Lender from the disbursement amount or will have to be borne by the Borrower.

d) The Borrower undertakes and agrees to handover to the Lender post-dated cheques, ACH mandate, Demand Promissory Note executed/to be executed by the Borrower/Co-Borrower as security for the instalments payable under the Agreement. The post-dated cheques / ACH mandate handed over to the Lender towards any payments due to Lender shall be deemed to be an unconditional and irrevocable authority given by the Borrower/Co-Borrower to the Lender. The dishonour of the cheques on first presentation shall constitute an event of default.

e) The obligation of the Lender to make any disbursement shall be subject to the Borrower furnishing evidence to the complete satisfaction of Lender about the utilization of the proceeds. The disbursement shall be subject to the Borrower furnishing evidence that all consents, approvals, and permissions required for availing of the loan have been obtained and that no extra ordinary or other circumstances shall have occurred which make it improbable, in the Lender’s sole determination, for the Borrower to fulfil his/its obligations under this Agreement.

f) Notwithstanding anything contained to the contrary the Lender may by notice to the Borrower suspend or cancel further disbursement of the Loan if the Loan has not been fully drawn within such period as the Lender may specify.

g) The Borrower agrees that the decision of the Lender with regard to the disbursement of the Loan shall be final, conclusive, and binding on the Borrower.

h) That wherein the Loan is disbursed to the Borrower in instalments and only interest is payable till the complete disbursement of the entire Loan, Lender, shall be at liberty to start EMI on the disbursed amount at any time after 6 months from date of commencement of first Pre-EMI at its sole discretion and the Borrower shall have no objection to the same.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

6. AMORTIZATION OF LOAN

- a) The Borrower shall amortize the principal amount on the dates more specifically described in the "Schedule I". The Repayment shall be done through post-dated cheques ("**PDC's**")/standing instructions ("**SI**")/ "**NACH**" instructions. Without prejudice to what is contained herein the Lender reserves its right to call upon the Borrower to pay the whole or part of the Loan at any time after the date of first disbursement.
- b) The date of commencement of EMI shall be intimated by the Lender from time to time or as included in the sanction letter or Schedule I, herein under. The due date of payment of the EMI shall be the date as specified in Schedule I herein under.
- c) Notwithstanding anything contained herein above the Lender shall have the right to any time and from time to time to review and/or reschedule the repayment terms of the Loan or of the outstanding amount thereof in such manner as the Lender may at its sole discretion decide. In such an event the Borrower shall follow the repayment Schedule as revised by the Lender for the amount outstanding at such time.
- d) The Lender may vary its BLR rate from time to time for floating rate loans in such a manner that it may lead to either a change in the tenor of the Loan or change in the EMI / PEMI as the Lender may deem fit at its discretion.
- e) The Borrower shall inform and instruct his/her employer where applicable to transfer every month from the Borrower's salary and emoluments a specific sum (being the EMI) towards the repayment of the Loan, to the Lender. The Borrower confirms that the Lender shall have the authority to approach the Borrower's employer directly for repayment of EMI and/or any other charges/sum due from the Borrower to the Lender.
- f) The borrower shall pay to the Lender PEMI where applicable.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

7. APPROPRIATION OF PAYMENTS

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

- a) Overdue EMI, including Pre EMI (Interest followed by Principal).
- b) Current Months EMI (Interest followed by Principal).
- c) Late Payment Charges.
- e) Administrative charges, cost, Prepayment Charges, Legal & Other Expenses, Incidental Charges, and other moneys that may have been expended by the Lender in connection with the recovery.

The Lender shall be entitled to revise the above-mentioned order from time to time as per its policy, or applicable laws and regulations, if any, during the tenor of the Loan at its sole discretion with intimation to the borrower.

8. COST AND EXPENSES

- a) The Borrower undertakes to pay, forthwith on demand to the Lender all costs and expenses (including legal costs spent on legal counsel/s etc.) on a full indemnity basis incurred and/or to be incurred by the Lender or its group company, affiliates, subsidiaries etc. or any other person on behalf of the Lender for the preparation, execution, preservation, performance, enforcement, and realization of the Loan documents.
- b) Without prejudice to rights of the Lender under the Negotiable Instrument Act, 1881 and/or their rights under this Agreement, the Borrower shall pay charges to the Lender, as mentioned in the applicable Schedule, or as decided/modified by the Lender from time to time & updated on its official website, in case of dishonor of the cheque on the first and subsequent presentations.
- c) All stamp duties, legislation fees or other taxes/levies, in respect of the Loan and/or in respect of the documents evidencing/concerning the Loan and/or any penalty/ies that may be imposed, shall be borne, and paid for only by the Borrower. If the Borrower fails to pay the same, the Lender will make such payments, in which event such amounts paid by the Lender will form part of the principal amount of the Loan disbursed.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

9. SECURITY

- a) The Borrower agrees to create security interest in such form and manner as may be required by the Lender from time to time to secure the repayment of the Loan. In the event security furnished by the Borrower is found to be insufficient/incorrect in value, the Borrower shall be directed to furnish additional security as may be required by the Lender and the Lender may recall/accelerate the repayment of the Loan with immediate effect.

- b) All security furnished by the Borrower to the Lender in connection with the Loan shall be in addition to and not in derogation of any other security, which the Lender may at any time hold in respect of the Borrower’s dues and shall remain continuing security to the Lender and the same shall be binding upon the Borrower. The Borrower shall not be discharged/released on account of any intermediate payment or settlement of accounts by the Borrower unless the Loan and all other dues of the Borrower to the Lender are fully repaid to the satisfaction of the Lender and the Lender gives release/discharge in respect of the security in writing to the Borrower.

- c) The Borrower agrees that the Lender shall have an exclusive charge over the security created and that the Borrower shall not create any other encumbrance, charge or security interest in the security so created in favor of any other person or body, except with the prior written consent of the Lender.

- d) The Borrower agrees that the security created under this Agreement and the liability of the Borrower shall not be affected, impaired, or discharged by insolvency, liquidation, winding-up, merger, amalgamation, reconstruction, dissolution, nationalization, takeover of the management of the Borrower.

- e) The Borrower agrees that the security provided by the Borrower shall remain valid for all other monies that may be due by the Borrower to the Lender, on any account whatsoever, whether present or future, including any liability of the Borrower as co-obligator or surety.

10. REPAYMENT

- a) The Borrower will amortize the Loan as stipulated in Schedule I, subject to any other changes in such amortization communicated later in writing by the Lender to the Borrower. However, in the event of delay or advancement, for any reason whatsoever, in the disbursement of the Loan, the Due Date of payment of first Installment shall in such case be the corresponding day of the following months to the day currently stated in Schedule I attached hereto.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

- b) The repayment of the Outstanding Obligations by the Borrower to the Lender under the Transaction Documents shall be payable by any of the following modes: Cheque, Demand Drafts, Manager Cheques and/or Electronic Clearing System as notified by RBI and/or Standing Instructions (“SI”).
- c) The Lender shall have the right to review and reschedule the repayment terms of the Outstanding Obligations at any time in such manner and to such an extent as the Lender may in its sole discretion decide. In such an event, the Borrower shall repay the Outstanding Obligations as per the revised schedule as communicated to the Borrower by the Lender in writing.
- d) The Borrower shall promptly replace the mandates, agreements and/or other documents executed for payment of the Installment and issue fresh mandates, agreements and/or other documents in lieu thereof to the satisfaction of the Lender in the event of any variation in the Due Date(s) or amount of Installments or if the Lender is facing any difficulty / inconvenience / impediment for any reason whatsoever in issuing debit instructions or if required at any time by the Lender at its sole discretion.
- e) Irrespective of the mode of payment / repayment selected by the Borrower in the Application Form, the Lender shall, as it may deem appropriate and necessary, be entitled to require the payment and/or collection of the Installment and all other amounts comprising the Outstanding Obligations, by means of the RBI's electronic clearing system, by itself or through such other person permitted for the same.
- f) The Lender may, in its sole discretion, require the Borrower to adopt or switch to any alternate mode of payment and the Borrower shall comply with such request, without demur or delay.
- g) The Borrower may choose to extend the Tenor of the Loan, by not more than 24 months, by making a request in writing through the registered e-mail ID of the Borrower or by way of a letter addressed to the Lender or through an online link/system/website/page/app of the Lender or in such manner as determined by the Lender. Upon receipt of the written request from the Borrower, the Lender may, at its discretion, agree to extend the Tenor of the Loan, to an extent permissible under the applicable laws/regulations prevailing at that point of time. The Lender may also revise the terms of repayment of the Outstanding Balance of the Loan and such revised repayment terms shall be conveyed, in writing or through any electronic or online mode, by the Lender to the Borrower at such time. Any costs, expenses, charges that may arise or be incurred on account of such extension of the Tenor shall be borne by the Borrower. The above arrangement is accepted hereby by all the parties and there shall be no further requirement of execution of any other document by the Borrowers in respect of the above premise. The Borrower’s request and the Lender’s written communication to the Borrower about the extended

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

Tenor and the revised repayment terms shall form an integral part of the Agreement and all the terms of this Agreement shall apply equally, in the context as required, to the revised terms.

11. PREPAYMENT OF THE LOAN

- a) The Lender may, in its sole discretion and on such terms as to pre-payment fees, etc., as it may prescribe, permit pre-payment acceleration of Installments. If permitted by the Lender, the Borrower shall give prior written notice of his intention to pre-pay the full amount of Loan and pay to the Lender such pre-payment charges mentioned in Schedule I attached hereto, subject to change by the Lender from time to time. The Borrower agrees that no pre-payment shall be made during such period as specified in Schedule I. Pre-payment charges will be applicable as per the regulatory guidelines.

- b) In the event the Lender permits any pre-payment, the repayment schedule shall be altered by the Lender at the request of the Borrower and the Borrower agrees to adhere to the altered repayment schedule.

12. LIABILITY OF THE BORROWER TO BE JOINT AND SEVERAL

Where the Loan is provided to more than one Borrower or where the payment obligations are secured by any guarantee, notwithstanding anything herein stated, the liability of the Borrower/s to repay the Loan together with interest, and all other amounts and to observe these terms and conditions and terms and conditions of any other agreement/s, document/s that may be executed by the Borrower with the Lender in respect of the Loan or any other loan, is joint and several.

13. COVENANTS

The Borrower covenants with the Lender that during the tenor of the Loan:

13.1 Particular Affirmative Covenants

- a) The Borrower shall duly and punctually comply with all the terms and conditions of holding the Property and all the rules, regulations, bye-laws, etc., of the concerned co-operative society, association, company or any other competent authority, and pay such maintenance and other charges for the upkeep of the Property as also any other dues, etc., as may be payable in respect of the Property and/or of the use thereof.

- b) The Borrower shall pay all municipal taxes, ground rent and such other municipal and local charges in accordance with the municipal laws and regulations.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

- c) The Borrower shall allow any person authorized by the Lender to have free access to the Property for the purpose of inspection. The Borrower shall promptly give written notice to the Lender of (i) any dispute which might arise between the Borrower and any Person or any governmental body or authority relating to or concerning the Property; (ii) any distress or execution being levied against the Property; (iii) any material circumstances affecting the ability of the Borrower to repay the Loan in the manner stipulated hereunder.

- d) The Borrower shall confirm that the true copies of the document submitted for the purpose of the Loan are genuine. The Lender may at any time, call for or require verification of originals of any / all such copies. Any such copy in possession of the Lender shall be deemed to have been given only by the Borrower.

- e) The Borrower shall bear all costs of making good any deficit in stamp duty on the documents executed by the Borrower in relation to the Loan and/or security created by the Borrower in favor of the Lender.

- f) The Borrower shall provide an end use statement of the Loan as and when required by the Lender within 7 (Seven) days of receiving such request from the Lender.

- g) The Borrower shall on the Lender's request do, perform, and execute such acts, deeds, matters and things as the Lender may consider necessary either to perfect the security provided for or to carry out the intent of this Agreement.

13.2 Negative Covenants

The Borrower further covenants with the Lender that unless, the Lender otherwise previously approved in writing, the Borrower shall not:

- a) Let out or give on leave or license or otherwise howsoever part with the possession of the Property or any part thereof.

- b) Sell, mortgage, lease, surrender or otherwise alienate, encumber or create any third-party interest in the Property or any part thereof.

- c) Make and/or allow to be made any material alterations and/or additions to the Property.

- d) Enter into any agreement or arrangement with any Person, institution or local or Government body for the use, occupation or disposal of the Property or any part thereof.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

- e) Stand surety for anybody or guarantee the repayment of any loan.
- f) Execute any document, such as power of attorney, or any other similar or other deed, in favour of any Person to deal with the Property in any manner, except as may be required by the Lender.
- g) Borrow from any Person or charge any property until the Outstanding Obligations are paid in full.
- h) Enter into any agreement for cancellation of / cancel the sale deed / agreement to sell entered into by the Borrower for the purchase of the Property.

13.3. Additional Covenant

In the event the Borrower fails to pay any sum due which it may owe to the Lender and the Lender shall commence legal proceedings to recover such sums, the Borrower will further pay the Lender all advances, charges, costs and expenses including reasonable legal fees, incurred or paid by the Lender in exercising any right, power or remedy conferred by this Agreement (or in the enforcement thereof) and all such sums shall become a part of the outstanding dues hereunder and shall be paid to the Lender by the Borrower immediately and without delay and demur.

14. REPRESENTATION AND WARRANTIES

The Borrower represents, warrants, and undertakes to the Lender as under:

- a) The Borrower has the competence and power to execute the Transaction Documents and has taken all necessary approvals in relation to the execution of the Transaction Documents.
- b) The Borrower confirms that there is no proceeding (in any form) or investigation pending or threatened by or against the Borrower which might have a Material Adverse Effect.
- c) No event, circumstance or situation has occurred, which may affect the Borrower or the Lender's right towards the Property or hinder the enforcement of security and no Material Adverse Effect has occurred.
- d) The Borrower assures the Lender that the Borrower has absolute clear and marketable title to the Property, has exercised due care and caution (including, where necessary, obtaining of advice of tax / legal / accounting financial / other professionals) qua the Property and that the Property is absolutely unencumbered and free from any liability whatsoever.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

- e) The Property is not included in or affected by any of the schemes of Central / State Government or of the improvement trust or any other public body or local authority or by any alignment, widening or construction of road under any scheme of the Central / State Government or of any Corporation, Municipal Committee, Gram Panchayat etc.
- f) The Borrower has paid and will pay when due, all public demands such as income tax, property taxes and all the other taxes and revenues payable to the government of India or to the Government of any State or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.
- g) To the extent applicable, the availing of the Loan and exercise of rights and performance of obligations under this Agreement or any other security / transactions documents shall constitute, private and commercial acts done and performed for private and commercial purposes.
- h) The Borrower is not / shall not be entitled to and shall not claim immunity for itself or the Properties from a suit, execution, attachment or other legal process in any proceedings in relation to this agreement and other security/transaction documents.
- i) The Borrower has not been declared a willful defaulter.
- j) The Parties hereby agree that the Borrower may choose to extend the Tenor of the Loan, by not more than 24 months, by making a request in writing through the registered e-mail ID of the Borrower or by way of a letter addressed to the Lender or through an online link/system/website/page/app of the Lender or in such manner as determined by the Lender. Upon receipt of the written request from the Borrower, the Lender may, at its discretion, agree to extend the Tenor of the Loan, to an extent permissible under the applicable laws/regulations prevailing at that point of time. The Lender may also revise the terms of repayment of the Outstanding Balance of the Loan and such revised repayment terms shall be conveyed, in writing or through any electronic or online mode, by the Lender to the Borrower at such time. Any costs, expenses, charges that may arise or be incurred on account of such extension of the Tenor shall be borne by the Borrower. The above arrangement is accepted hereby by all the parties and there shall be no further requirement of execution of any other document by the Borrowers in respect of the above premise. The Borrower's request and the Lender's written communication to the Borrower about the extended Tenor and the revised repayment terms shall form an integral part of the Agreement and all the terms of this Agreement shall apply equally, in the context as required, to the revised terms of repayment.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

- k) The Parties hereby agree that, the Borrower shall have the right to request for a closure of the Loan under this Agreement and avail of a refinance of the Outstanding Balance of the Loan from the Lender, at any time, during the Tenor of the Agreement, by making a request in writing through the registered e-mail ID of the Borrower or by way of a letter addressed to the Lender or through an online link/system/website/page/app of the Lender or in such manner as determined by the Lender. Upon receipt of the written request from the Borrower, the Lender may, to extent permissible under the applicable laws/regulations prevailing at that point of time, grant the refinance of the Outstanding Balance of the Loan and additional finance as may be applied for by the Borrower ("Refinance Facility"). Consequently, the Lender may also revise the terms of repayment of the Outstanding Balance of the Loan, including the Rate of Interest, the Tenor, and the amount of Installment in respect of the Refinance Facility, and such revised repayment terms of the Refinance Facility ("Revised Refinance Terms") shall be conveyed, in writing or through any electronic or online mode, by the Lender to the Borrower at such time. Any costs, expenses, charges that may arise or be incurred on account of the Refinance Facility shall be borne by the Borrower. The above arrangement is accepted hereby by all the parties and there shall be no further requirement of execution of any other document by the Borrowers in respect of the above premise. The Borrower's request and the Lender's written communication to the Borrower about the Revised Refinance Terms shall form an integral part of the Agreement and all the terms of this Agreement shall apply equally, in the context as required, to the Refinance Facility. The Security created by the Borrower or the Borrowers in favor of the Lender, in respect of the Loan under this Agreement, for the timely discharge of the Borrower's obligations to the Lender, shall be extended to the Refinance Facility. The Borrower shall do (and shall ensure that the relevant borrowers do) all such acts, deeds and things including, without limitation, affecting such filings as is required under applicable law to perfect the Security created. The charge/hypothecation so created shall continue to be in full force so long as all the amounts due in respect to the Refinance Facility have been repaid, to the satisfaction of the Lender. The Borrower hereby agrees and acknowledges that, the Lender shall have the right to withhold the No Objection Certificate to be issued to the Borrower, unless the Borrower repays the Refinance Facility and all its existing and outstanding loan(s), availed of from the Lender and/or its group companies.
- l) The Borrower agrees that the Lender shall have an irrevocable and overriding lien on any monies which come into the possession of the Lender and/or its group companies and/or its subsidiaries and/or affiliates etc., in any manner whatsoever, against the amounts payable by the Borrower and/or Guarantor to the Lender and the Lender shall be entitled to set-off and appropriate such monies/amounts in any manner it may deem appropriate, in its sole and absolute discretion. The Borrower understands and agree that they would be/are stopped from raising the plea that such monies that came into the possession/custody of the Lender, are pursuant to a transaction that is extrinsic to the present Agreement/Loan. The Lender shall exercise the right of lien against all liabilities of the Borrower, whether such liabilities are actual, contingent, primary, or collateral, several or joint and such rights of the Lender shall not be affected by any reason whatsoever, including the death of the Borrower.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

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

15. INSURANCE

- i. The Borrower shall, until the full repayment of the Outstanding Obligations, fully insure, and keep the Property and all other properties over which the security are created in favour of the Lender so insured against all comprehensive risks and assign the benefits of such policy/ies in with the name of the Lender appropriately endorsed and recorded as 'Assignee' in such insurance policy/ies, for a value as required by the Lender and produce evidence thereof to the Lender from time to time and wherever called upon to do so.
- ii. The Borrower shall, until the full repayment of the Outstanding Obligations, ensure that the above-mentioned insurance policy/ies are valid, subsisting and operative and shall make timely payments of the premium. The Lender reserves the right to pay the premium on behalf of the Borrower and reimburse the same from the Borrower.
- iii. The Lender shall have the right to receive and adjust any payment that it may receive in connection with any insurance policy / policies against the Loan and alter the repayment schedule as set out in Schedule I hereunder in any manner as it may deem fit notwithstanding anything to the contrary contained in this Agreement or any other document or paper.
- iv. The Borrower shall keep alive the insurance policy/policies assigned in favour of the Lender, by paying on time, the premia as they fall due and producing the receipts to the Lender whenever required.
- v. Notwithstanding anything provided herein or in any other document or writing, the Lender may in its sole discretion, without being obliged therefore, provide such Insurance cover for the Borrower or the security, for such amount, the premium whereof may be paid by the Lender. The Borrower agrees, confirms, and declares that he shall have no right to demand from the Lender to provide such insurance cover. Any claim or amount or any benefit that may accrue under such insurance cover whether to the Borrower or to his legal heir(s) or representative(s) shall be received by the Lender or if received by Borrower and or legal heir(s), representative(s) shall be held by them for the benefit of and in trust for the Lender. The Lender shall have the right to appropriate the amount if any received under this clause from the Insurance Company against the claim and deduct the liability of the Borrower under this loan agreement.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

16. EVENT OF DEFAULT

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

- i. If any default shall have occurred in payment of any amounts due under this Agreement or any of the Transaction Documents in pursuance to the Loan.
- ii. Any of the Payment Instruments including PDCs delivered to the Lender are dishonored for any reason whatsoever on presentation including due to instructions given by the Borrower for stop payment.
- iii. If any breach of any terms and conditions of this Agreement or any of the Transaction Documents occurs.
- iv. If any information given by the Borrower to the Lender while availing the Loan or as confirmed in this Agreement or any of the Transaction Documents is found to be misleading or incorrect.
- v. If any Property on which the security for the Loan is created is in jeopardy or depreciates in value or the rights over the security created in this Agreement or rights to Property are altered, or if the ability of the Lender to enforce the security is affected.
- vi. Any default by the Borrower under any credit facility agreement or arrangement entered into by the Borrower with the Lender, any bank and/or financial institution / non- banking financial company and/or other creditors, shall constitute an event of default under this Agreement and vice-versa ("Cross Default").
- vii. The Borrower becomes insolvent, or any insolvency proceedings are instituted against the Borrower, whichever is earlier.
- viii. If there is any change or termination of employment/profession/business and/or closure of business for any reason whatsoever of the Borrower.
- ix. If there is any change in the constitution, management or existing ownership or control of any Borrower including by reason of liquidation, amalgamation, merger or reconstruction.
- x. If it is certified by an independent Chartered Accountant or Valuer (appointed by the Lender), that the liabilities of any Borrower exceed the Borrower's assets or that the Borrower is carrying on business at a loss.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

- xi. If any circumstance or event occurs which is or is likely to prejudice, impair, imperil, depreciate, or jeopardize the Security/Asset(s) underlying the Security and/or the capacity of the Borrower to repay the Loan or any part thereof including where any Borrower ceases to enjoy the confidence of the Lender.
- xii. If the Borrower fails to inform the Lender of the occurrence of any Event of Default or any event which after the notice or lapse of time, or both, would become an Event of Default.

17. REMEDIES OF THE LENDER

A. Upon happening/occurrence of any Event of Default, without prejudice to Lender’s rights and remedies under contract or law or equity, and without necessity of any demand upon or notice to the Borrowers, all of which are hereby expressly waived by the Borrowers, and notwithstanding anything to the contrary contained herein or in any other documents pursuant hereto, the Lender may at its absolute discretion, pursue any or all of the following, and whether successively, concurrently, simultaneously or otherwise:

- i. declare the Loan and the entire Outstanding Balance (including future receivables), to have become due and payable by the Borrowers to Lender forthwith thereupon, and recall the same in which event the Borrowers shall be liable to forthwith pay to the Lender the entire Outstanding Balance (including future receivables).
- ii. on the happening of any of the Events of default, without prejudice to the other rights of the Lender under this Agreement, levy Late Payment Charges, as prescribed in Schedule I from the date of default till the date such default is remedied by the Borrower to the satisfaction of the Lender.
- iii. at the cost and expense of the Borrower, initiate such proceedings/actions/steps for recovery of dues as necessary and/or enforce the Security or any part thereof, including to, take possession, seize, recover, appoint a receiver/manager, remove the Asset(s) from their place of standing, and also on such terms as may be deemed fit by the Lender, with or without the intervention of court or authority, to sell, transfer or dispose-off the Asset(s)/assets of the Borrowers or any part thereof whether by means of private treaty or public auction/tender or otherwise at the discretion of Lender and realize its claims in respect of the Loan without being bound or being liable for any loss/losses that the Borrowers may suffer due to such action.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

- iv. exercise any of the rights/remedies available to the Lender under the SARFAESI Act, Arbitration and/or the DRT Act (if applicable) and/or the IBC, in accordance with the provisions thereof, as against the Borrower or any other Borrowers or any other Person or any of their assets.
- B. If the Borrowers fail to comply with any demand notice from the Lender, the Borrowers shall be bound to surrender the Mortgaged Property to the Lender at the cost of the Borrowers. The Borrowers shall not prevent or obstruct the Lender from taking possession of the Mortgaged Property. The Lender's authorized representatives, employees, officers, and agents will have unrestricted right of entry into the mortgaged property,
- C. The Lender may further deal with all or any part of the Mortgaged Property, to enforce, realise, settle, and compromise with any rights or claims relating thereto. It shall not be bound to exercise any of these powers or be liable for any losses arising therefrom. The Borrowers hereby also agree, to accept the Lender's account of sales and realisation as sufficient proof of amounts realised and expenses incurred, and to pay on demand by the Lender, any deficiency shown in the accounts, provided however, that the Lender shall not be liable or responsible for any loss, damage or depreciation that the Mortgaged Property may suffer or sustain in the course of seeking repossession and/or while the same is in possession of the Lender or its nominee/s or by reason of exercise or non-exercise of rights and remedies available to the Lender as aforesaid.
- D. Without prejudice to the generality of the rights available to the Lender under Clause 17, the Borrower shall handover to the Lender such a number of inchoate and duly signed cheques drawn in favor of the Lender, as the Lender may require from time to time. The Borrower acknowledges and confirms that the Borrower has agreed to issue the said cheques voluntarily in discharge of the debt owed by it to the Lender and that the said inchoate cheques may be used by the Lender at any time at its discretion to recover the debts owed by the Borrower to the Lender or any part thereof. In this regard, the Borrower hereby unconditionally and irrevocably authorises the Lender (the Lender acting through any of its officers, employees, representatives, agents, sub-agents) to do any of the following, at the Borrowers' risks and costs, and without requirement of any notice, consent from or intimation to any of the Borrowers: (a) to fill in/up and complete such of the cheques as Lender may require for such date and such amount as Lender may deem appropriate not exceeding the maximum amount due by the Borrower to the Lender under the terms of the Agreement; (b) to present any such cheque to the bank for payment on such dates as the Lender may in its discretion decide; (c) to appoint or engage any service provider for custody of cheques and for having the same picked up, processed and cleared; (d) to do, perform and execute all acts, deeds, matters and things relating to or concerning or necessary or incidental thereto; (e) to delegate any of the aforesaid, to any person(s) the Lender deems fit. The Borrower hereby further acknowledges and confirms that: (a) the Borrower is aware that any dishonour of any such cheque would constitute an offence committed by the Borrower and all its directors (if

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

applicable) under Section 138 of the Negotiable Instruments Act, 1881. (b) the authority given to fill in the details of the inchoate cheques including the amounts payable is as permitted under the provisions of Section 20 of the Negotiable Instruments Act, 1881 and the same does not in any event amount to any kind of alteration of the said cheque(s) by the Lender provided that in the event the acts of the Lender in filling the cheques as aforesaid are construed by any court, tribunal, authority or other person or forum, judicial, quasi-judicial, non-judicial, governmental, semi-governmental or non-governmental to be an alteration within the meaning of the Negotiable Instruments Act, 1881, the Borrower hereby expressly provides the Borrower’s upfront consent for any such alteration in the discretion of the Lender and hereby confirms that by reason of such alteration, the cheques shall/should not be construed to be void or otherwise unenforceable and further confirms that such alteration is made to record the common intention of the Lender and the Borrower to fill in the cheque(s) with such of the amounts due by the Borrower to the Lender with such dates thereon and to present the same for payment on such dates as the Lender may decide.

E. Notwithstanding anything to the contrary contained in the Agreement:

- i. In case of the occurrence of the Specified Events, the Lender shall not be liable to give any prior notice to any of the Borrowers or other persons under the Right of Recall and subject to applicable law, for exercise of any other rights/remedies.
- ii. The entire Outstanding Balance shall be deemed to have been recalled by the Lender (unless waived by the Lender in writing) without any further act, notice, deed or writing in this regard, from the Lender prior to happening of any of the aforesaid events and shall be deemed payable by the Borrowers to the Lender forthwith thereupon.
- iii. The Lender shall not be liable for any loss/losses that the Borrowers may suffer due to any right or remedy exercised by the Lender as above or any action or omission pursuant thereto including for any loss, damage or depreciation that the Asset(s) may suffer or sustain in the course of seeking repossession and/or while the same are in possession of the Lender or its nominee/s or agents.
- iv. The Lender’s authorized representatives, employees, officers and agents will have unrestricted right of entry and shall be entitled to enter upon the mortgaged property.
- v. The Borrower shall be bound by the Lender's account of sale/enforcement/transfer and realization as sufficient proof of amounts realized and relative expenses incurred, and to pay on demand by the Lender, any deficiency shown in the accounts.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

- F. The Lender shall be entitled to appoint any receiver, agent, manager or other person to exercise all or any of the powers hereby vested in the Lender with reference to the Security hereby created and shall be entitled to recover together with Taxes on reimbursement/ recovery, if any, and receive from the Borrower the remuneration and/or charges together with Taxes of such receiver, agent, manager or other person as aforesaid. The Lender shall be entitled to be indemnified and kept indemnified by the Borrower for and in respect of all acts, defaults, negligence or mistakes (whether arising in the usual course of business or otherwise) of any such receiver, agent, manager or other person who shall be deemed to be the agent of the Borrower and all losses, damages, claims, demands, suits, proceedings, costs, charges and expenses sustained or made in respect thereof. The Lender shall not be liable for and in respect of all acts, defaults, negligence, or mistakes (whether arising in the usual course of business or otherwise) of any such receiver, agent, manager, or other person who shall be deemed to be the agent of the Borrower and all losses, damages, claims, demands, suits, proceedings, costs, charges, and expenses sustained or made in respect thereof.

Notwithstanding anything to the contrary in this Agreement, all the rights and remedies of the Lender hereunder and thereunder and/or under law including against any of the Borrowers and/or their properties, are and shall be without prejudice to each other and further, notwithstanding any particular/specific consequences being provided for any of the breaches of any of the terms of this Agreement including by any of the Borrowers, such consequences shall not prejudice any other rights and/or remedies that the Lender may have in relation to the breach, including against any of the Borrowers and/or their properties, whether under contract, general law, SARFAESI Act, IBC or otherwise

18. WAIVER

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

19. DISCLOSURE

As a pre-condition to the said Loan given/granted/to be granted hereunder, each of the Borrowers authorize, consents and agrees that the Lender shall have the right to not return the application, the photographs, information, and documents submitted. The Borrowers, including the directors, partners, proprietors, owners, promoters, employees, officers (wherever applicable) further acknowledge and confirm that the Lender shall, without notice to or without any consent of the Borrowers (and even for consideration) be absolutely entitled and shall have full right, power and

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

authority to make disclosure of any information relating to Borrowers including personal information, photographs, details in relation to documents, Loan, defaults, breaches, Asset(s), condition thereof, Outstanding Balance, Security, obligations of Borrowers, to the any credit information company and/or any other governmental/regulatory/statutory or private agency/entity, credit bureau, RBI, the Lender's other branches/ subsidiaries/ affiliates/ rating agencies, service providers, income tax authorities, other banks / financial institutions, any third parties, any assignees or prospective or potential assignees of Lender or transferees/ prospective purchasers/ bidders of any of the Assets or properties of the Borrowers, who may need the information and may process the information, publish in such manner and through such medium as may be deemed necessary by the publisher/ Lender/ RBI, including publishing the name as part of wilful defaulter's list from time to time, as also use for 'know your customer' (KYC) information verification, credit risk analysis, or for other related purposes. Without prejudice to the generality of the above, the Lender shall have the right to publish photographs of the Borrowers and/or their promoters, directors, etc. in or through any media including newspapers, journals, magazines, websites, etc. as it may deem fit, in case of any defaults of breaches of this Agreement or any part thereof. The Borrowers waives the privilege of defamation, privacy, and privity of contract in this regard. The Lender shall have the right, without notice to or without any consent of the Borrowers, to approach, make enquiries, obtain information, from any person including other banks/finance entities/credit bureaus, Borrowers' employer/family members/ officers/ directors/ partners/ promoters/ proprietors/ owners, any other person related to the Borrowers, for assessing track record of Borrower/ Borrowers, credit risk, or for establishing contact with the Borrowers or for the purpose of recovery of dues from the Borrowers or any other legitimate purpose in the opinion of the Lender.

20. THIRD PARTY SERVICES

The Lender shall be entitled at its discretion to engage/ avail of, at the risk and cost of the Borrowers, services of any person/third party service provider/agent/agency, for anything required to be done for/ in relation to/ pursuant to the Loan, including collections, recovery of dues, issue of demand notices, enforcement of Security, getting or verifying any information of the Borrowers/Asset(s), and any necessary or incidental lawful acts/deeds/matters and things connected thereto, as the Lender may deem fit. The Lender shall be entitled to make disclosures to any such person of any information relating to Borrowers including personal information, photographs, details in relation to documents, Loan, defaults, breaches, Asset(s), condition thereof, Outstanding Balance, Security, obligations of Borrowers. The Borrowers waives the privilege of defamation, privacy, and privity of contract in this regard.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

21. ASSIGNMENT

- i. If and in case the Lender desires to avail of refinancing facilities from any financial institution, bank or body corporate, the Lender shall be at liberty without any reference to the Borrower, to transfer the security obtained from the Borrower in pursuance of this Agreement either by way of transfer or mortgage or sub-mortgage or otherwise as such financial institution, bank or body corporate may require and the provision contained in this sub-articles shall be deemed to be unequivocal consent on the part of the Borrower for creation of such transfer or mortgage or sub-mortgage or otherwise as the case may be.
- ii. The Lender shall be entitled to assign, sell, transfer, securitize, mortgage, create lien or charge or otherwise deal with and dispose of the security in respect of the said loan and the Lender's claim in respect of the said Loan, interest, commitment and other charges and other amounts due and payable by the Borrower to the Lender hereunder with or without security without any reference to and/or consent and/or concurrence of the Borrower. The Borrower hereby accords his unequivocal consent to the Lender doing so & the Lender is not required to obtain any permission or put the Borrower to any notice and the Borrower will recognize the new lender as the new / additional creditor.
- iii. In both or either of the above events, the Borrower shall continue to remain bound by the terms and conditions of this Agreement as if the transferee, mortgagee and charge holder from the Lender as contemplated herein was the originally party to this Agreement in the place and stead of the Lender and the Borrower shall not in any manner whatsoever contend that he is discharged from his obligation under this Agreement for any reason whatsoever.

22. INDEMNIFICATION

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

23. SERVICE OF NOTICE

Any notice, demand or other communication under this Agreement and other documents in pursuance thereof shall be deemed to have been delivered (i) if delivered in person or by courier, when proof of delivery is obtained by the delivering party; (ii) if sent by post within the same country, on the tenth day following posting and if sent by post to another country, on the twentieth

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

day following posting; (iii) if given or made by fax, upon dispatch and the receipt of a transmission report confirming dispatch above; (iv) if given or made by email, upon dispatch from the sender and after it has been delivered to the recipient(s); (iv) if sent by registered post, within 4 (Four) days of dispatch and (v) if shared through WhatsApp after it has been delivered to the recipient. Pursuant to the dispatch of the notice as above, the party sending the notice shall also email the contents of the entire notice to the receiving party at the addresses mentioned in Schedule I.

Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant party at its address or fax number set out in Schedule I.

The Borrower shall inform the Lender forthwith as regards any change in his address for service of notice.

24. SEVERABILITY

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

25. GOVERNING LAW AND JURISDICTION

- i. This Agreement shall be governed in accordance with the laws of India and shall be subject to the jurisdiction of the competent court in the New Delhi only.
- ii. The provisions of Clause 24(i) above are for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

26. SURVIVAL

The provisions/clauses of this Agreement that by their nature and context (including but not limited to the provisions/ clauses for arbitration, jurisdiction, payment of interest, Late Payment Charges If Any), liability of the Borrower and their covenants, representation, and warranties etc.) are intended to survive the performances, hereof, shall so survive the completion and termination of this Agreement.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

27. VERNACULAR LANGUAGE

The Borrower acknowledges that he/she/it/have been informed about the availability of this Agreement in vernacular for reference purposes and the Borrower confirms having read and understood and caused to be read and understood the terms and conditions of this Agreement by referring to the Agreement in vernacular.

28. DELAY IN PAYMENT OF EMI ETC.

- i. No notice, reminder or intimation will be given to the Borrower regarding his obligation to pay the EMI or PEMI regularly on the due date. It shall be entirely his responsibility to ensure prompt and regular payment of EMI or PEMI.
- ii. The delay in payment of EMI or PEMI shall render the borrower liable to pay Late Payment charges at the rate of 36 per cent per annum or at such higher rate as in force from time to time. In such an event, the Borrower shall also be liable to pay incidental charges like Cheque Bouncing Charges other and costs in which is incurred such as legal fees, collection charges, court fees etc. for such delayed payment.
- iii. In case of delay in payment of EMI, the Lender shall also have the right to classify such loan account/s as Special Mention Account (SMA) or Non Performing Asset (NPA) at the day end of due date of calendar date or such other manner as may be prescribed by the RBI from time to time. Examples of such SMA/NPA classification dates have been mentioned in the example below under Clause 28(iv).
- iv. Example: If due date of EMI of a loan account is March 31, 2021, and full dues are not received before the lender runs the day-end process for this date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get reported as SMA-1 upon running day-end process on April 30, 2021, i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021. Similarly, if the account continues to remain overdue, it shall get reported as SMA-2 upon running day-end process on May 30, 2021, and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021.
- v. Once the borrower is classified as NPA, it may be upgraded as 'standard asset' only if entire arrears of interest and principal are paid by the borrower.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

- vi. Any dishonoring of cheque/ECS/NACH shall make the Borrower liable for payment of dishonoring charges as per the prevailing rules/policy of the Lender in force from time to time or as mentioned in the SCHEDULE I.
- vii. The Borrower agrees and undertakes to replace/revalidate any of the cheques/ ECS.NACH that the Lender may so desire without any protest, contest, demur whatsoever within the time stipulated by the Lender. Should the Borrower wish to swap/ interchange the cheques/ ECS/NACH from one bank to another, or for any reason other than that stated hereinabove, the Borrower may do so by paying to the Lender, the applicable swap charges as per the prevailing rules of the Lender in force from time to time.
- viii. If the due date for the payment of any EMIs/ PEMIs / interest or other dues, payable under this Agreement, falls on a day which is a bank holiday at the place where the payment is to be made, the immediately preceding working day shall be the due date for such payment.
- ix. No disputes, actual or imagined, shall entitle the Borrower to withhold the payment of any amounts and dues payable under this Agreement.

29. EVIDENCE OF DEBT

The records and accounts maintained by the Lender in its ordinary course of business shall be prima facie proof for the due amounts under this Agreement. A certified copy of the statement of account by an officer of the Lender stating the amount due at any time shall be prima facie evidence against the Borrower in respect of payments due.

30. COMMUNICATION WITH THIRD PARTY, ETC.

In the Event of Default, the Lender shall be entitled to communicate, in any manner it may deem fit, or with any person or persons with a view to receiving assistance from such persons in recovering the defaulted amounts. Also, representatives of the Lender shall be entitled to visit any place of work of the Borrower.

31. EFFECTIVE DATE OF AGREEMENT

Agreement to become effective from the date of execution. The Agreement shall have become binding on the Borrower and the Lender on and from the date of execution hereof. It shall be in force till all the monies due and payable to the Lender under this Agreement as well as all other agreement/s, document/s that may be subsisting / executed between the Borrower and the Lender are fully paid.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

32. MISCELLANEOUS

The Borrower agrees / confirms as follows:

- i. That the terms and conditions and all the covenants and details of the Schedule I hereunder shall be read and construed as part and parcel of these presents.
- ii. That the Lender will have all powers incidental to and necessary for the realization of its security.
- iii. That the Borrower shall pay on demand to the Lender costs (between attorney and client) incurred by them or any of them in connection with the preparation, engrossment and stamping the counterparts in quintuplicate and execution of this Agreement and all other costs incurred or to be incurred by the Lender or any of them in connection herewith or with the enforcement or attempted enforcement of the security hereby created or the protection of defense or perfection thereof or for the recovery of any moneys and of all suits and proceedings of whatsoever nature for the enforcement or realization of the security.
- iv. That nothing herein contained shall operate or be deemed to prejudice the Lender's rights or remedies in respect of any present or future securities, guarantee, obligation or decree for any indebtedness or liability of the Borrowers to the Lender.
- v. That the Borrower has read and understood this Agreement and in the event that the Borrower is illiterate and/or cannot read English language, the terms and conditions of this agreement have been read over, translated and explained in detail in the vernacular language to the Borrower.
- vi. The Borrower agrees and has given his/her consent to receive such information/service as may be communicated to him/her about the various features of the products availed by them. The Borrower further consents to receive information about the other products or promotional offers in respect of products/services as may be conveyed by the Lender through various modes of communication including electronic mail, phone calls and personal contacts etc.
- vii. Where any security in relation to any property is required to be registered under any law, the Borrower shall within 10 days from the date of creation such security have such security registered with the appropriate registering authority and submit original security documents to the lender.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

- viii. It is agreed by the Borrower that the Lender's liability, if any, for loss or destruction of or damage to the documents submitted by the Borrower to the Lender, shall be limited to Rs. 5,000/- (Rupees Five Thousand Only) or reimbursement of the cost incurred by the Borrower in obtaining duplicate / certified copy of such documents, whichever is less.
- ix. The Borrower expressly recognizes and accepts that the Lender may engage services of specialized agencies to perform specific tasks assigned to them.
- x. The Borrower hereby agrees that in the event of death of the Borrower during the pendency of the loan, the liability of the deceased Borrower to repay the loan together with interest and other amounts due to the Lender and to observe the terms and conditions of this Agreement and/or any other agreement(s), document(s) that may have been or may be executed by the deceased Borrower with the Lender in respect of this Loan or any other loan, devolves to the legal heir(s) representatives, assignees, successors of the said deceased Borrower, as if they were executed by the legal heir(s) / representative(s) / assignees / successors of the deceased.
- xi. If the Borrower become bankrupt or insolvent, the principal of and all accrued interest on the Loan and any other dues thereon shall become due and payable forthwith, notwithstanding anything contained to the contrary in this Agreement.
- xii. The Borrower and Guarantor agree and confirm that until and unless any of their liabilities to the Lender stand fully discharged whether under this Agreement or under any other agreement/loan transaction executed, post this Agreement and/or prior to this Agreement, or entered into with Lender at any point of time but before issuance of No Objection Certificate by the Lender, Lender shall be having absolute right to withhold the issuance of No Objection Certificate of present/prior/post loan transactions or to release and discharge any of the Asset(s)/Security or any of the above mentioned securities, of the Borrower or the Borrowers, related to such loan transactions.
- xiii. If any amount by way of tax deduction at source or any withholding ("TDS") is required to be mandatorily deducted under the applicable law including the Income Tax Act, 1961 from any payments to be made to the Lender by the Borrowers, the Borrowers shall pay to the Lender the full amount of the Installments/payment as if no such TDS were deducted (even though deducted). The Lender shall issue a cheque in favour of the relevant Borrowers for refund of the amount equivalent to such TDS deducted and deposited by the Borrowers only after and if such amount of TDS deposited by the Borrowers with the Relevant Authority is correctly reflected in Form 26AS or any other applicable form to the credit of the Lender on the systems of National Security Depository Limited or other relevant system provider as may be applicable under the applicable laws. No interest shall be payable by the Lender to the Borrowers on any such refund/amount. It shall be the responsibility of the Borrowers to file correct returns and to

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

ensure that the TDS amount is correctly reflected in Form 26AS/other applicable form, as stated above, failing which for whatsoever reason the Lender shall not be liable to refund such amount as above. The Borrowers undertake to submit the original TDS certificate to the Lender within 2 months of the end of the relevant financial year.

- xiv. The Borrower shall have no right to set-off (whether under law or contract or otherwise) and accordingly they shall not exercise or attempt to exercise any right of set-off or any other right against the Lender (or any of its affiliates or agents) which in any manner impairs or may impair the right of the Lender (or any transferee or assignee of the Lender or any person claiming through the Lender) to receive the Installments and/or other amounts due which otherwise would have been payable and received by the Lender (or any transferee or assignee of the Lender or any person claiming through the Lender) and such right of the Lender (or any transferee or assignee of the Lender or any person claiming through the Lender) shall at all times be and remain unimpaired.

33. DISPUTE RESOLUTION

A. Arbitration: The Parties hereto jointly agree that all disputes, differences and/or claims, including occurrence of an event of default as per clause 16, arising out of this Agreement or as to the construction, meaning or effect hereof or as to the rights and liabilities of the parties hereunder shall be settled by arbitration to be held in New Delhi in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole arbitrator to be appointed by the Lender. In the event of death, refusal, neglect, inability, or incapability of the person so appointed to act as an arbitrator, the Lender may appoint a new arbitrator. In the event of the parties failing to appoint a sole arbitrator jointly the provisions of section 11 of Arbitration and Conciliation Act 1996 shall apply for appointment of arbitrator. The proceedings will be conducted in English language. The award of the arbitrator shall be final and binding on all parties concerned. The Parties hereto agree that the place, seat, and venue of such arbitration shall be New Delhi.

B. Nothing contained herein shall be construed as extinguishing, limiting or ousting the rights and remedies of the Lender, if available now or in the future as against the Borrower and/or the Guarantors, if any and/or any other persons, or any of their respective assets, under the SARFAESI Act and/or the IBC, and the Lender shall stand absolutely entitled to exercise such rights/remedies thereunder irrespective of the initiation, pendency, or continuation of any other arbitral or other proceedings.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

C. Notwithstanding anything to the contrary contained hereinabove, the Lender shall be entitled to exercise the rights available against the Borrowers and/or other persons or any/all of their respective Asset(s) under the DRT Act and/or under the IBC or the SARFAESI Act or any other applicable act or legislation, which may become applicable to the Lender in future, along with amendments that would be made to such acts from time to time irrespective of the initiation, pendency or continuation of any arbitral or other proceedings (if permissible in law).

D. All rights and remedies pursuant to this Agreement are without prejudice to the other and nothing contained in this Agreement shall in any manner compel the Lender to prefer one form of remedy over the other.

34. FORCE MAJEURE

In no event shall the Lender be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Lender shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

However; The Lender, under certain force majeure situations or situations which give rise to economic or financial difficulties to a Party, at its sole discretion, may allow the Borrower, to the extent permissible under the applicable laws/regulations prevailing at that point of time to have an Installment Holiday for such successive Installments, not exceeding 3 (three) months, during which the Borrower shall not be required to pay the Installment on the Due Date for such Holiday Months. The Borrower shall make a written request to the Lender through the registered e-mail ID of the Borrower or by way of a letter addressed to the Lender or through an online link/system/website/page/app of the Lender or in such manner as determined by the Lender. It is agreed that the Interest for the Holiday Months shall continue to accrue and shall be added to the Installments of the Loan. The Borrower understands and agrees that owing to non-payment of the Installments during the Holiday Months, the Tenor of the Loan will increase by such number of Holiday Months, and the Borrower shall be liable to make payment of the Holiday Installments during such extended months of the Tenor.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

IN WITNESS WHEREOF the Parties hereto have signed this Agreement on the day, month and year first above written.

For the Lender

Signed and delivered by within named

Dowell Fiscal Services Private Limited



_____ **Authorised Signatory.**

For the Borrowers and Co-Borrowers

Signed and delivered by within named

“Borrowers” and “Co-Borrowers”

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

SCHEDULE I

(Forming Part and Parcel of Agreement)

Sl. No.	Particulars	Details			
A. LENDER DETAILS					
1.	Place of Lenders Office / Branch		Loan Account Number		
2.	Date Of Agreement		Loan Product	<i>Product Code</i>	
3.	Loan Type	Secured	Loan Scheme	<i>Scheme Code</i>	
B. BORROWER DETAILS					
1.	Name:		Age (yrs)	Gender	M/ F/ Others
	Son of/Daughter of/Wife of:				
	Address of the borrower's residence:				
C. CO- BORROWER DETAILS					
i)	Name:		Age (yrs)	Gender	M/ F/ Others
	Son of/Daughter of/Wife of:				
	Address of the borrower's residence:				
ii)	Name:		Age (yrs)	Gender	M/ F/ Others
	Son of/Daughter of/Wife of:				
	Address of the borrower's residence:				

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

iii)	Name:		Age (yrs)		Gender	M/ F/ Others
	Son of/Daughter of/Wife of:					
	Address of the borrower's residence:					
iv)	Name:		Age (yrs)		Gender	M/ F/ Others
	Son of/Daughter of/Wife of:					
	Address of the borrower's residence:					
D. LOAN/FACILITY DETAILS						
1.	Loan amount In Words and Figure	Rs. _____ /-(In Words Rupees _____)				
2.	No. of tranches	Single / Multiple				
3.	Validity Period (to make drawls)					
4.	Loan Purpose & End Use					
5.	Rate of Interest per annum (%)	%				
6.	Type of Interest (Select)	Fixed / Semi-Fixed / Floating				
7.	Late Payment Charges" (% per annum) (To be accrued on a daily basis till the payment of all the outstanding dues)	36% per annum on the Overdue Amount (Overdue Amt x 36% x No of delayed days)/360				
8.	Late Payment Charges (% per annum) (To be accrued on a daily basis	36% per annum on the Principal Outstanding+ Overdue Amount for the number of days till the event of Default is rectified				

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

	till the rectification of Event of Default as per Clause 16	
E. AMORTIZATION OF LOAN		
1.	Tenure of Loan	Months
1.	Number of EMIs*	
3.	Due Date	10 th of Every Calendar Month
4.	Amount of each EMI* – words and figures	Rs. _____ /-(In Words Rupees _____)
5.	Date of commencement of the Monthly EMI / First EMI Date	
6.	Due Date of payment of PEMI	
7.	Frequency of EMI Repayment	Monthly
8.	Mode of Repayment:	N-ACH / SI /PDC
9.	Period during which prepayment cannot be made	12 months from the date of disbursals Prepayment shall be as per extant policy of Lender at the time of Prepayment and as per regulatory requirement. Refer to official website for the latest charges and policy on the prepayment charges.
10.	Prepayment Charges	10% + Applicable Taxes Prepayment charges shall be levied as per extant policy of Lender at the time of Prepayment and as per regulatory requirement. Refer to official website for the latest charges and policy on the prepayment charges.
11.	Other Charges & Penalties	Refer to official website for the latest policy on the applicable charges & penalties (schedule of charges as applicable from time to time)

*Will be subject to change basis the Type of Interest Selected from time to time.

IN WITNESS WHEREOF the Parties hereto have signed on the day, month and year first above written.

Signed and delivered by the within name.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

For Dowell Fiscal Services Private Limited



Authorised Signatory

For Borrowers and Co-Borrowers

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

SCHEDULE II

(Forming Part and Parcel of Agreement)

DETAILS OF PROPERTY, SECURITY		
Name of the Owner (s)		
1.	Type Of Property	<i>Bungalow / Row House / Flat / Plot / Shop / Gala / Office / Others (Specify)</i>
2.	Description Of Property	<i>Address / Area / Dimensions / Size / Floor / Pin Code</i>
3.	End Use of Property	<i>Residential / Commercial / Mixed Use</i>
4.	Photograph Of the Property With the Mortgager In Front Of Property	

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENT SHALL COME, I/We _____, **“Executant”** which means one or more individual(s), a sole proprietorship, Hindu undivided family, partnership firm, company, trust, society etc., whose name(s), address(es) is/are stated in Schedule hereunder written.

Whereas by Loan Agreement dated _____ executed between me/us and **Dowell Fiscal Services Private Limited (CIN:U65999MH1995PTC289390)**, a Company defined & incorporated under Companies Act, 1956 and registered as a non-banking finance company (**“NBFC”**) under the Reserve Bank of India (**“RBI”**) Act, 1934 and having its Registered Office situated at 903, Lodha Supremus, Dr. E. Moses Road, Worli Naka, Mumbai Maharashtra 400018 (hereinafter referred to as **“Lender”** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, and permitted assigns), the Lender has granted/agreed to grant to me/us, a Loan in the principal sum and on the terms and conditions contained in the said Agreement;

And Whereas I/We am/are the owners of the immoveable property described in the Schedule hereunder written (hereinafter called the **“Property”**).

And Whereas as one of the conditions for sanction of the said Loan and for securing the due repayment by me/us of the said Loan, interest, fees, commitment charges, costs, other charges, and expenses and all other amounts payable by me/us to the Lender, (said **“all moneys”**) I/We have agreed to create/created a first and exclusive mortgage in favour of the Lender over the Property by way of an equitable mortgage by deposit of title deeds;

AND WHEREAS I/We have agreed to execute this Power of Attorney in favour of the Lender authorizing the Lender to do certain acts, deeds, matters and things including in relation to the Property in the manner and for the purpose hereinafter appearing; NOW THEREFORE BY THESE PRESENTS, I/We do hereby nominate, constitute and appoint the Lender acting through its officers or representatives (hereinafter called the **“Attorneys”** or **“Lender”**) as my/our true and lawful Attorneys for me/us and in our name and on my /our behalf and at my/our cost and risk to do, execute and perform all or any of the following acts, deeds, matters and things, that is to say:

1. To make, execute, sign, seal and deliver and cause to be registered in favour of Lender at my/our cost and expense, including all stamp duties, fees, taxes etc., a legal and/or equitable mortgage in respect of the Property as security for the said Loan together with interest, commission, charges, costs, expenses and all other moneys payable by me/us to the Lender in respect of the loan facility and to make and execute all such other deeds and documents in favour of the Lender with such covenants, conditions, declarations, agreements, provisions and stipulations as the Lender may in its absolute discretion deem fit and necessary.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

2. To sign and file any applications, statements, declarations and other papers as may be required under the provisions of any law and in particular, to apply for and obtain permissions/approvals/consents as may be necessary for creation of the legal/equitable mortgage and an effective security in favour of the Lender and for the said purpose to appoint any nominee or agent to appear for or on my/our behalf before the Government Authority(ies) and to engage any advocate, architect, valuer or other person for the said purpose and incur on my/our behalf all costs, charges, expenses and debit the said sums to my/our account carrying interest at the stipulated rates.

3. To appear before the Registrar and Sub Registrar of Assurances in any District or Sub District and to present any agreement or deed or writing for registration under the law applicable thereto for the time being in force and to admit execution thereof and to do or cause to be done all such acts, deeds, matters and things as may be necessary and proper to give effect to the terms and conditions of the Loan Agreement including but not limited to the obligations towards the principal amount thereof together with interest, costs, charges, expenses and all other moneys due and payable to the Lender.

4. To pay, at my/our cost, the necessary stamp duty and registration charges in respect of the Deed of mortgage or any other deed or writing relating to the Property.

5. To apply for and obtain the consent or permissions of any authority or body (including the Competent Authority under the Urban Land (Ceiling and Regulation) Act,1976 in connection with the mortgage of the Property or giving the Property on lease / license / tenancy basis.

6. To apply for and obtain necessary no objection certificate under Section 230A, Section 269 UC or Section 281 of the Income Tax Act, 1961 and/or any other certificate, and clearances that may be necessary for mortgage or lease of the Property and registration of any deed of mortgage or lease deed.

7. To enforce security in terms of the Deed of Mortgage or Memorandum of Deposit of Title Deeds including taking possession of the said immoveable Property and for the said purpose, to do all such acts, deeds, matters and things as may be necessary including selling the Property by public auction or privately without the intervention of any court or to give the Property on lease/license etc., to any person or party on such terms and conditions and on such consideration/rent/compensation as the Lender may, in its sole discretion deem fit and necessary for realizing the outstanding amounts payable to the Lender.

8. To receive any rent or compensation payable by the lessee / licensee who may be occupying the Property as per the consent of the Lender and to give valid and effectual receipts and discharge and to appropriate the same against the outstanding due to the Lender.

9. To obtain and take possession of the Property from the lessee/licensee of the Property.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

10. To collect all moneys due to me/us by various clients/debtors in respect of the loan/credit facilities extended by me/us.

11. To sign all receipts, discharges, vouchers, and other requisite papers and to conduct all correspondences relating to the collection of all moneys due to the Lender.

12. To appoint any advocate, pleader, or any other legal practitioner and to sign and verify vakalatnama, complaints, written statements, petitions of claims and objections, memorandum of appeal and petitions and applications of all kinds and to file them in the proper Court or Office or Tribunal.

13. To appear on my/our behalf before any Court, Tribunal or authority and commence, institute, maintain, prosecute, or defend any proceedings relating to or in any manner touching the affairs of the Property and to take and use all lawful proceedings, suits and means for recovering the said moneys and also to institute, defend, conduct, compromise, refer to arbitration or withdraw any suit or other proceedings.

14. To state, settle, compromise, submit for arbitration, withdraw, file an appeal or other proceedings in respect of any dispute or matter relating to or in anywise with respect to the affairs of the Property.

15. To appoint or nominate any other person or persons to act as attorney or attorneys in place instead of the said Attorneys and to delegate to such person or persons all or any of the powers and authorities conferred on the said Attorneys by these presents.

16. I/We hereby declare that this Power of Attorney is granted to the Lender for consideration and is coupled with interest in consideration of the receipt/disbursement of the Loan Amount, and has been given for other sufficient and adequate considerations, and that this Power of Attorney shall be irrevocable till the entire outstanding Loan together with interest, costs, charges, expenses and all other amounts payable in relation thereto or in connection therewith or with these presents are fully repaid by me/us to the Lender. The Lender shall be entitled to exercise all or any of the powers hereby conferred at any time to this extent which shall not be determined by death, insolvency, Bankruptcy, winding-up etc.

17. AND GENERALLY to do, perform and execute or cause to be done, performed and executed all acts, deeds, matters and things relating to concerning these presents or every act, deed, matter, or thing which the Attorneys may deem necessary or expedient for the purpose of or in relation to these presents.

18. AND I/We hereby ratify and confirm and agree to ratify and confirm all that the Lender or any of its officers or representatives nominated by the Lender in that behalf shall do or shall have done or caused to be done in or concerning the Property by virtue of these presents.

19. AND I/We hereby declare that this Power of Attorney shall be binding on my/our heirs, executors, administrators, successors or as the case may be.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

IN WITNESS WHEREOF I/We have hereunto set and subscribed our hands and seals at _____ this ____ Day of _____ Two thousand and _____

THE SCHEDULE ABOVE REFERRED TO

(Description of Property to be Mortgaged)

Property No./Flat No./Unit No./Plot No. _____.

Khatha/Khasra No. _____;

Situated at _____

Pin Code; _____ Area _____ sq.ft/sq.yds/sq.mts

Bounded as under:

North: _____;

South: _____;

East: _____;

West: _____

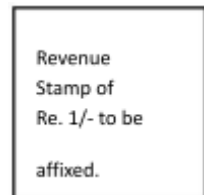
SIGNED AND DELIVERED by the within named Borrower(s)

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

DEMAND PROMISSORY NOTE

Rs. _____

ON DEMAND, I / WE, _____, promise to pay to Dowell Fiscal Services Private Limited ("Lender") on order the sum of Rs. _____ (Rupees _____ only) together with interest from the date hereof, at _____% per annum or such other rate as the Lender may fix from time to time, compounding and payable with monthly rests, for value received.

Signed and delivered by the within named.

Place:

Date:

The borrower/s has / have to sign across the revenue stamp & below both.

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

LETTER OF CONTINUITY

To:

Dowell Fiscal Services Private Limited

Dear Sir,

Please take delivery of the_ accompanying DEMAND PROMISSORY NOTE dated_____for

Rs _____/-(Rupees _____)

("DPN") made by me/us in favour of Dowell Fiscal Services Private Limited (Lender). I do hereby also waive my rights of the presentment of the aforesaid DPN. I/we further request you to note that I/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 Lender is at liberty to give time for payment to me/us without discharging me/us from liability.

The DPN 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 loan now or hereafter; and I am/We are to remain liable on the DPN notwithstanding the fact that by payment made into the account of the said loan from time to time, the said loan may from time to time be reduced or extinguished or even that the balance of the said account may be at credit.

Place

Date

Yours Faithfully

Borrowers & Co-Borrowers

Signatories

DISBURSEMENT REQUEST FORM

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

Date of Request:

To,

The Manager,

Dowell Fiscal Services Private Limited

_____.

Subject: Request to make the disbursement payment of Loan Sanctioned vide sanction letter dated:_____

Sir,

I am thankful to you to sanction my loan application vide Loan Account Number_____.

Further, I request you to disburse the sanction loan amount of Rs._____/ - as per below mentioned detail:

Disbursement Amount	Mode of Disbursement (Account Payee Cheque /Account Payee DD / RTGS)	Bank Name of Payee	IFSC Code	Account Number of the Payee	Type Of Bank Account (Saving / Current)	Name of the Payee Favoursing / Account Holder	Email Address Of Payee	Bank Address

I/We confirm that the disbursements made by the lender to parties other than the borrowers/co borrowers as requested above shall be deemed to disbursements made to the borrower. Such amount shall be incurred by the Lender by way of a "pure agent" service for Goods and Service Tax ("GST") purposes.

Name & Signature of Borrower & Co-Borrowers

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

CHEQUE SUBMISSION FORM (CSF)

To,

Dowell Fiscal Services Private Limited

_____.

Deal No.		Loan Account no.	
----------	--	------------------	--

Dear Sir/Madam,

This is with reference to my/our loan sanctioned by your office. Kindly acknowledge receipt of following cheques towards repayment of loan facility: -

CHEQUE DETAILS

Sr. No.	Cheque Number	Drawee Bank	Name of Account holder	Account Number	Applicant/ Co-applicant/ Guarantor	Purpose (EMI/PEMI /INSURANCE/ SECURITY PDC)	Amount of each cheque
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

Received By –

Name & Signature of Executive

:

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

END USE LETTER FROM THE BORROWERS

Date:

Dear Sirs,

Sub: Application for Loan for Ancillary Purpose.

I, _____ refer to the Application No. _____ dated _____ submitted by me to Dowell Fiscal Services Private Limited, referred to as "DFSPL" (which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns) for availing of a Loan (the Loan) from DFSPL.

The said Loan is for the legitimate purpose such as Education / Business / Marriage / Purchase / Improvement of property / Medical treatment / or any other personal need, specify_____.

I hereby represent, warrant, and confirm that the aforesaid purpose is a valid purpose and 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.

I further agree, confirm, and undertake that the purpose of use of funds under the Loan shall not be changed in any manner during the tenor of the Loan; or that such change in purpose shall take place only with the prior written permission of DFSPL.

I hereby agree and confirm that the Income Tax benefits for a housing loan under the provisions of Income Tax Act, 1961 will not be available to me in respect of the Loan for the ancillary purpose(s).

I agree that any breach or default in complying with all or any of the previously mentioned undertaking(s) will constitute an event of default under the Loan Agreement.

Thanking you,

Yours sincerely

Borrower / Co-Borrowers

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

BORROWER ACKNOWLEDGEMENT

To,

The Manager,
Dowell Fiscal Services Private Limited

_____.

Subject: Submission of Original Property Documents of Property situated at: _____

Dear Sir / Madam,

This is with reference to the Loan sanctioned to us for Rs _____ vide loan account number _____ against the property as detailed out in Schedule II of the loan agreement. I / we hereby submit the below mentioned original property documents for creation of Equitable Mortgage / Registered Mortgage (*strike off whichever is not applicable*) in favour of Dowell Fiscal Services Private Limited.

Sr No	Documents
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

Request you to kindly acknowledge the same.

Yours Sincerely

Borrower / Co-Borrowers (Including the Property Owner(s))

Note: In case list of documents is more than 10 in number, separate annexure to be added

Accepted & Signed					
Particular	Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower
Name					
Signature					

MEMORANDUM OF ENTRY

On the _____ day of _____ month & year _____, Shri _____ / Smt _____
Son/Daughter of _____
Shri _____ residing at _____,
hereinafter referred to as "the Mortgagor", which expression shall unless the context otherwise requires, include heirs, administrators, executors, legal representatives, successors and permitted assigns, as applicable; attended the office of **Dowell Fiscal Services Private Limited (CIN:U65999MH1995PTC289390)**, a Company defined & incorporated under Companies Act, 1956 and registered as a non-banking finance company ("NBFC") under the Reserve Bank of India ("RBI") Act, 1934 and having its Registered Office situated at 903, Lodha Supremus, Dr. E. Moses Road, Worli Naka, Mumbai Maharashtra 400018 hereinafter referred to as the "Lender", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns; and deposited the Title Deeds (hereinafter defined), the documents of title, evidences, deeds and writings, search reports, together with permissions, approvals, consents and writings more particularly described in Schedule II ("Title Deeds") of the Loan Agreement, in respect of the Mortgagor's immovable properties, to Shri _____ of the Lender, acting on behalf of the Lender.

The above Title Deeds qua the Immovable Properties are being deposited to create an equitable mortgage in favour of the Lender in order to secure the rupee term loan facility as specified in Schedule I of the Loan Agreement granted by the Lender to the Mortgagor (hereinafter referred to as "Loan") under the terms of loan agreement executed between the Mortgagor and the Lender dated in and around the date of this memorandum:

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

Signature of the Authorised Representative of Dowell Fiscal Services Pvt Ltd

Date:

Please note that the Borrowers / Mortgagor shall not sign the MOE

DECLARATION CUM CONFIRMATION DEED

IN THE MATTER OF MORTGAGE BY DEPOSIT OF TITLE DEEDS IN RESPECT OF IMMOVABLE PROPERTIES IN FAVOUR OF DOWELL FISCAL SERVICES PRIVATE LIMITED

I, _____, son / daughter / wife of _____ residing at _____ (hereinafter referred to as "the Mortgagor", which expression shall unless the context otherwise requires, include heirs, administrators, executors, legal representatives, successors and permitted assigns, as applicable) hereby declare and confirm that:

- I. I am the owner of and am seized and possessed of or otherwise well and sufficiently entitled to those pieces or parcels of lands / property, hereditaments and premises more particularly described in Schedule II ("Immovable Properties");
- II. the Title Deeds (hereinafter defined) in respect of the Immovable Properties have been deposited by me with **Dowell Fiscal Services Private Limited (CIN:U65999MH1995PTC289390)**, a Company defined & incorporated under Companies Act, 1956 and registered as a non-banking finance company ("NBFC") under the Reserve Bank of India ("RBI") Act, 1934 and having its Registered Office situated at 903, Lodha Supremus, Dr. E. Moses Road, Worli Naka, Mumbai Maharashtra 400018, (hereinafter referred to as the "Lender", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) for creating equitable mortgage in favour of the Lender pursuant to a loan agreement dated by way of an exclusive first ranking charge;
- III. there are no restrictions on my ability to create a mortgage of the Immovable Properties;
- IV. the Immovable Properties are proposed to be mortgaged and charged in favour of the Lender by an equitable mortgage in order to secure the credit facilities as specified in Schedule I granted by the Lender to me (hereinafter referred to as "Loan"), together with interest, additional interest, further interest, liquidated damages, compound interest, commitment charges, premia on prepayment, cost, charges, taxes, expenses and other monies payable to the Lender (hereinafter referred to as "Outstanding Obligations");
- V. I intend to deliver to the Lender, the documents of title, evidences, deeds and writings, search reports, together with permissions, approvals and consents in relation to the Immovable Properties, as specified in Schedule B hereunder (the "Title Deeds") with an intention to create equitable mortgage upon all the rights, title, interests, claim and benefit whatsoever in the Immovable Properties in favour of the Lender, as the security for realisation of the Outstanding Obligations;
- VI. The Immovable Properties are marketable, free from all encumbrances, charges, claims and demands (statutory or otherwise) and that the same or any part thereof is not subject to any lien / lis pendens, attachment or any

other process issued by any court or authority and that I have not created any trust in respect thereon and that the Immovable Properties are in my exclusive, uninterrupted and undisputed possession and enjoyment since the date of purchase / acquisition thereof and no adverse claim has been made against me in respect of the said Immovable Properties or any of them or any part thereof and the same are not affected by any notice of acquisition or requisition and that no proceedings are pending or initiated against me under any law in force in India for the time being and that no notice has been received or served on me under any applicable law and that there is no pending attachment whatsoever issued or initiated against the Immovable Properties or any part thereof;

- VII. I have duly paid all rents, provident fund dues, gratuity dues, Employees State Insurance dues, income tax, sales tax, corporation tax and all other taxes and revenues payable to the Government of India, Government of any State or to any local authority and that at present there are no arrears of such dues, rents, taxes and revenue due and outstanding and that no attachments or warrants have been served on me in respect of sales tax, income-tax, customs duty, excise duty, government revenue and other taxes;
- VIII. I shall give such confirmations, declarations, undertakings and other writings as may be required by the Lender and satisfactorily comply with all other requirements and requisitions submitted by or on behalf of the Lender;
- IX. the security interest to be created in favour of the Lender is in respect of the Immovable Properties both present and future;
- X. The Title Deeds are the only documents of title in respect of the Immovable Properties in my possession, custody, power and control and that I am in possession of the Immovable Properties and have a clear title to the Immovable Properties and that no other permissions, approvals, consents are required for the creation of the security in favour of the Lender.
- XI. No mortgage, charge or lien or other encumbrance whatsoever will be created by me or attachment allowed to be levied on the Immovable Properties except with the express prior permission in writing of the Lender.
- XII. I have not and shall not enter into any agreements for sale, transfer, lease or alienation of the Immovable Properties or any part thereof without the prior written permission of the Lender or on instructions of the Lender;
- XIII. The document(s) recording the creation of security by way of equitable mortgage by the deposit of the Title Deeds shall be the principal document in pursuance to which the Loan has been extended to the Mortgagor.
- XIV. The provisions of Section 67A of the Transfer of Property Act, 1882, shall not apply to these presents and notwithstanding that the Lender may hold two or more mortgages executed by me including these presents in respect of which the Lender has the right to obtain the kind of decrees under Section 67 of the Transfer of Property Act, 1882. The Lender shall be entitled to sue and obtain such decree on any of such mortgages without being bound to sue on all such mortgages in respect of which the mortgage moneys shall

have become due.

- XV. I am not aware of any act, deed, matter or things or circumstances which prevent me from creating a charge in favour of the Lender the unfixed plant, machinery and all other movable & immovable assets of mine.
- XVI. I will repay the Outstanding Obligations to the Lender as and when due or as and when demanded by the Lender, the Lender shall be entitled to sell the said immovable properties in order to recover all the outstanding due and payable by me.
- XVII. AND I make the aforesaid declaration cum confirmation solemnly and sincerely believing the same to be true and being aware that based on the representation made by using the transactions documents and the above declaration cum confirmation, the lender will accept the mortgage by deposit of the title deeds as detailed in Schedule II and the description, provided herein in respect of the Immovable Properties.

(Mortgagor)

Place

Date

Please note only Property owner/s to sign the said document.

Description of the Property

Type Of property	Residential / Commercial / Mixed / Industrial / Others
Boundaries (North)	
Boundaries (East)	
Boundaries (West)	
Boundaries (South)	
Full Address	

DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made at _____ on this _____ day of _____ month, 20____ year ("Guarantee Deed") BY Mr. / Ms. _____ son of / daughter of / wife of _____ residing at address _____ (hereinafter referred to as "Guarantor", which expression shall include his heirs, executors and permitted assigns as the case may be) in favour of **Dowell Fiscal Services Private Limited (CIN:U65999MH1995PTC289390)**, a Company defined & incorporated under Companies Act, 1956 and registered as a non-banking finance company ("NBFC") under the Reserve Bank of India ("RBI") Act, 1934 and having its Registered Office situated at 903, Lodha Supremus, Dr. E. Moses Road, Worli Naka, Mumbai Maharashtra 400018, (hereinafter referred to as the "Lender" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, and permitted assigns)

WHEREAS in terms of a loan agreement dated _____ ("Loan Agreement") executed by

- 1).....
- 2).....
- 3)
- 4).....
- 5).....

(hereinafter referred to as the "Borrower") with the Lender, the Lender has agreed to finance the Borrower for the purpose as defined in the Loan Agreement for a sum of Rs. _____ (Rupees _____ only) (hereinafter referred to as "Loan") on the terms and conditions specified and contained therein.

AND WHEREAS one of the conditions specified and contained in the said Loan Agreement is that the incur by reason of any default on the part of the Borrower, this Guarantor also agrees to provide additional security for the Loan if requested by the Lender.

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

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

- 1. Guarantor hereby irrevocably and unconditionally guarantees to the Lender the timely and due payment and discharge of all the Borrowers' liabilities to the Lender and performance of the obligations of the Borrower under and in relation to the

Agreement including the Loan whether any such liability has been incurred before or after the date hereof, and whether incurred by the Borrower alone or jointly with other(s), and in whatever capacity whether as Borrower or surety or otherwise and whether such liabilities have matured or not and whether they are absolute or contingent. The Guarantor hereby irrevocably and unconditionally further agrees with the Lender to perform any and all those obligations fully in case of any default by the Borrower in performance or discharge thereof to the satisfaction of the Lender and to pay irrevocably and unconditionally to the Lender forthwith upon each demand in this regard by the Lender, from time to time, and without any demur, protest, set-off, counter-claim, deduction, retention, etc., the Outstanding Balance together with, costs, charges, expenses, and all the monies demanded by the Lender with such interest thereon as demanded by the Lender till payment in full.

2. The guarantee as aforesaid shall be a continuing guarantee for the indebtedness of the Borrower from time to time and shall cover all the respective dues, without any further act, deed or writing, and the guarantee shall not be affected or cancelled or terminated or released in any manner whatsoever by reason of any intermittent invocations thereof or payments pursuant thereto or by reason of the account of the Borrower in respect of any indebtedness hereby guaranteed being at any time in credit. This guarantee shall be deemed to have been given separately for payment of each Installment under the Loan facility. However, the Loan and interest thereon or any or all monies payable by the Borrower to the Lender in terms hereof and this guarantee shall not stand terminated or determined or extinguished merely for demand of any amount herein but shall be in full force and effect for each and all Installments not demanded and until the Loan and any other amount due herein is paid in full and the Guarantor is discharged of the guarantee obligation herein.
3. The Guarantor hereby unconditionally and irrevocably obligates itself as the primary Borrower/principal debtor to the Lender for the repayment and payment of the Loan, interest, additional interest, costs, charges, expenses, fees, Taxes and all monies under or pursuant to the Agreement, and not merely as a surety.
4. The Guarantor's liability shall be co-extensive with that of the Borrower and as between the Lender and in order to give effect to the guarantee herein contained the Lender shall be entitled to act as if the Guarantor was the principal debtor to the Lender for all the payments guaranteed by him as aforesaid to the Lender. The guarantee herein contained is a continuing one for all amounts advanced by the Lender to the Borrower in respect of or under the Loan as also for all interest, costs and other monies which may from time to time become due and remain unpaid to the Lender thereunder and shall not be determined or in any way be affected by any account or accounts opened or to be opened by the Lender becoming nil or coming into credit at any time or from time to time or by reason of the said account or accounts being closed and fresh account or accounts being opened in respect of fresh facilities being granted within the overall limit sanctioned to the Borrower or by any intermittent payments made by the Borrower and/or Guarantor or any invocations of this guarantee from time to time. This guarantee shall be deemed to

have been given separately for payment of each Installment under the Loan. However, the Loan and interest thereon or any or all monies payable by the Borrower to the Lender in terms hereof and this guarantee shall not stand terminated or determined or extinguished merely for demand of any amount herein but shall be in full force and effect for each and all Installments not demanded and until the Loan and any other amount due herein is paid in full and the Guarantor is discharged of the guarantee obligation herein. This guarantee may be invoked in parts from time to time and shall be valid and continue in force regardless of any intermediate payment or discharge, in whole or in part of the Outstanding Balance or enforcement of any security by the Lender, in whole or part.

5. The Guarantor hereby agrees to keep the Lender fully harmless against and the Guarantor shall make good to the Lender any and all damage, loss, costs, expenses, and Taxes arising from any failure of the Borrower to carry out any such purported obligation or liability.
6. The Lender shall be at liberty to take in addition to the subsisting securities any other securities for the Loan or any part thereof and to release or forbear to enforce all or any of the remedies upon or under such securities and any collateral security or securities now held by the Lender and that no such release or forbearance as aforesaid shall have the effect of releasing or discharging or in any manner affecting the liability of the Guarantor under the guarantee and that the Guarantor shall have no right to the benefit of the said security that may be held by the Lender until the claims of the Lender against the Borrower in respect of the Loan and of all (if any) other claims are fully satisfied and then in so far only as such security shall not have been exhausted for the purpose of realising the amount of Lender's claims and rateably only with other Guarantor or other persons (if any) entitled to the benefit of such securities respectively.
7. The guarantee herein contained shall be enforceable against the Guarantor notwithstanding the securities aforesaid or any of them or any other collateral securities that the Lender may have obtained or may obtain from the Borrower or any other person, at the time when proceedings are taken against the Guarantor hereunder be outstanding and/or not enforced and/or remain unrealised.
8. Notwithstanding Lender's rights on any security which the Lender may have obtained or may obtain, the Lender shall have the fullest liberty to call upon the Guarantor to pay the Outstanding Balance together with interest as well as costs, charges, expenses and/or other monies for the time being due to the Lender in respect of/or under the Loan and/or to enforce the same and/or to initiate any proceedings therefor and/or exercise any remedies thereagainst, without first requiring the Lender to realize from the Borrower, the amount due to the Lender in respect of the above mentioned Loan and/or requiring the Lender to enforce any remedies or securities available to the Lender against the Borrower and/or any other person.

9. The guarantee shall be irrevocable and enforceable against the Guarantor notwithstanding any dispute between the Lender and the Borrower including in relation to the Agreement.
10. The Guarantor further agrees that any time granted to the Borrower or any indulgence shown in respect of the terms and conditions herein, shall not prejudice the Lender's rights or in any manner relieve the Guarantor from its/his guarantee and that (upon the Borrower being granted any such concession or indulgence as aforesaid) it shall not be necessary for the Lender to give any notice to the Guarantor thereof. The Guarantor further agrees that the Lender's right or lien on the property or right to repossess the same shall not be extinguished by reason of any judgment, decree or order obtained by the Guarantor against the Borrower or himself/itself or both.
11. The Guarantor agrees that the guarantee provided shall be absolute, irrevocable and continuing. The Guarantor further agrees that the Lender shall be at liberty to make variations in this Agreement including terms relating to the amounts of the Loan as may be agreed upon from time to time between the Lender and the Borrower, and/or to postpone for any time or time to time enforce or forbear to enforce any remedies or securities available to the Lender at its liberty without any notice to or having to obtain the consent of the Guarantor in this behalf and no such variation shall absolve the Guarantors of their liability hereunder and they shall continue to be obligated under their guarantee.
12. The Guarantor hereby agrees that notwithstanding any variation made in terms of the Agreement and/or / security documents, if any, including reallocation / interchange of the individual limits within the Outstanding Balance, variation in the Interest Rate, extension of the date for payment of the Installments, if any, composition made between the Lender and the Borrower to give time to or not to sue the Borrower or any other guarantor, or Lender parting with any of the securities given by the Borrower or any other guarantor, the Guarantor shall not be released or discharged of their obligation under the guarantee provided that in the event of any such variation or composition or arrangement the liability of the Guarantor shall notwithstanding anything herein contained be deemed to have accrued and the Guarantor shall be deemed to have become liable hereunder on the date or dates on which the Borrower shall become liable to pay the amount/amounts due under the said Agreement and/or any of the security documents, if any, as a result of such variation or composition or any such arrangement referred to above.
13. The Guarantor affirms, confirms and declares that any balance confirmation and/or acknowledgment of debt and/or admission of liability given or promise or part payment made by the Borrower or the authorised agents of the Borrower to the Lender shall be deemed to have been made and/or given by or on behalf of the Guarantor themselves and shall be binding upon each of them.
14. The Guarantor shall forthwith, on demand made by the Lender, deposit with the

Lender such sum or security as the Lender may from time to time specify for the due fulfillment of their obligations under the guarantee and any security deposited with the Lender may be transferred/ enforced by the Lender without intervention of any court/tribunal whether under public/private process or otherwise, at Lender's demand/requisition, and the said sum or the proceeds of sale/transfer of the securities may be appropriated by the Lender in or towards satisfaction of the said obligations and any liability arising out of non-fulfillment thereof by the Guarantor.

15. The guarantee is in addition to and shall not merge with or otherwise prejudice or affect any other right, remedy, guarantee, indemnity or security available to the Lender under this Agreement and in law or otherwise, and may be enforced notwithstanding the same or any mortgage, charge, pledge, hypothecation or lien now or hereafter be created in respect of the Asset(s) held by or available to the Lender.
16. The Guarantor waives in favour of the Lender, all or any of the rights the Guarantor may have against the Lender as surety, or otherwise in law or otherwise to give effect to the provisions hereof.
17. A notice of demand by the Lender against the Guarantor shall be the final and conclusive evidence that the Borrower has committed a default and that the monies and the amounts claimed thereunder are due and payable by the Borrower to the Lender, and the Guarantor shall not be entitled to challenge the notice on the ground that no default has been committed or the amount mentioned therein as due and payable is not due and payable or on any other ground.
18. The Guarantor agrees and declares that the Lender shall not be bound and compelled to take any proceedings, steps or actions, against the Borrower for recovery, enforcement or realisation of any of its dues from the Borrower or against the mortgaged property including repossessing the same under or pursuant to this Agreement, and the Guarantor shall be bound and liable to pay all monies payable under and by virtue of this guarantee.
19. The Guarantor agrees that upon happening/occurrence of any Event of Default, without prejudice to Lender's rights and remedies under contract or law or equity, and without necessity of any demand upon or notice to the guarantor/s, all of which are hereby expressly waived by the Guarantor, and notwithstanding anything to the contrary contained herein or in any other documents pursuant hereto, the Lender may at its absolute discretion, pursue any or all of the following, and whether successively, concurrently, simultaneously or otherwise:
 - i. at the cost and expense of the Guarantor, initiate such proceedings/actions/steps for recovery of dues as necessary and/or enforce the Security or any part thereof, including to, take possession, seize, recover, appoint a receiver/manager, remove the Asset(s) from their place of standing, and also on such terms as may

be deemed fit by the Lender, with or without the intervention of court or authority, to sell, transfer or dispose-off the Asset(s)/assets of the Borrowers or any part thereof whether by means of private treaty or public auction/tender or otherwise at the discretion of Lender and realize its claims in respect of the Loan without being bound or being liable for any loss/losses that the Borrowers / Guarantor may suffer due to such action.

- ii. exercise any of the rights/remedies available to the Lender under the SARFAESI Act, Arbitration act and/or the DRT Act (if applicable) and/or the IBC, in accordance with the provisions thereof, as against the Borrower or any other Borrowers or Guarantor or any other Person or any of their assets.

20. The Guarantor hereto agrees that all disputes, differences and/or claims, including occurrence of an event of default as per clause 16 and remedies available to the lender as per clause 17, arising out of the loan agreement may be settled by arbitration (other than remedies available to lender as per Clause 19 ii above) to be held in Mumbai in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole arbitrator to be appointed by the Lender. In the event of death, refusal, neglect, inability, or incapability of the person so appointed to act as an arbitrator, the Lender may appoint a new arbitrator. The proceedings will be conducted in English language. The award of the arbitrator shall be final and binding on all parties concerned. The Parties hereto agree that the place, seat and venue of such arbitration shall be Mumbai, Maharashtra. Nothing contained herein shall be construed as extinguishing, limiting or ousting the rights and remedies of the Lender, if available now or in the future as against the Borrower and/or the Guarantors, if any and/or any other persons, or any of their respective assets, under the SARFAESI Act and/or the IBC, and the Lender shall stand absolutely entitled to exercise such rights/remedies thereunder irrespective of the initiation, pendency, or continuation of any other arbitral or other proceedings. Notwithstanding anything to the contrary contained hereinabove, the Lender shall be entitled to exercise the rights available against the Borrower / Borrowers and/or other persons or any/all of their respective Asset(s) under the DRT Act and/or under the IBC or the SARFAESI Act or any other applicable act or legislation, which may become applicable to the Lender in future, along with amendments that would be made to such acts from time to time irrespective of the initiation, pendency or continuation of any arbitral or other proceedings (if permissible in law). All rights and remedies pursuant to this Agreement are without prejudice to the other and nothing contained in this Agreement shall in any manner compel the Lender to prefer one form of remedy over the other.

21. This guarantee shall not be affected by the death, lunacy, incapacity, insolvency, bankruptcy or winding up, liquidation or dissolution (as the case may be), of any of the Borrowers and/or Guarantors or by absence of power or irregularity on the part of any of the Borrowers to enter into this Agreement or any change in the name or constitution of either or both of the Borrowers. The Guarantor further agrees that the Lender shall be at liberty to sue the Borrower and the Guarantor jointly and/or

severally or shall be entitled to proceed against the Guarantor and/or the Borrower only in the first instance; The Guarantor hereby agrees that the Lender's rights against the Guarantor shall remain in full force and effect and the Guarantor's obligations under this guarantee shall be primary, absolute, continuing and unconditional and shall not be altered, affected, impaired nor shall the guarantee herein be discharged or diminished by any of the following events or circumstances (regardless of any notice to or consent of the Guarantor):

- a) any invalidity, irregularity, unenforceability, imperfection or any defect in or termination of any of the transaction documents and/or in any security provided by the Borrower to secure the due discharge of the Outstanding Balance or any amendment to or variation thereof or of any other document or security comprised therein;
- b) the liquidation or dissolution or any proceedings or application for initiation of insolvency resolution process or fast track resolution process or voluntary liquidation process or fresh start process or bankruptcy or any kind of insolvency/resolution/liquidation/bankruptcy process by whatever name called (or proceedings analogous thereto) of the Borrower or the appointment of a receiver or administrative receiver or administrator or trustee or similar officer of any of the assets of the Borrower, or the occurrence of any circumstances whatsoever affecting Borrower's liability to discharge obligations (or any part thereof);
- c) any non-invocation, release, renewal or realisation of any security or obligation provided under or pursuant to any of the other related documents;
- d) any failure on the part of the Lender (whether intentional or not) to take or perfect or enforce any security (if any) agreed to be taken under or in relation to or pursuant to any of the other related documents;
- e) any legal limitation, disability or incapacity relating to the Guarantor or Borrower;
- f) impossibility or illegality of performance on the part of the Borrower, of any of its obligations under any other related document;
- g) any part payment of the Outstanding Balance;
- h) any change in the name, constitution, shareholding or otherwise of Borrower, or the merger of Borrower with any other corporate entity;
- i) death of the Guarantor;
- j) failure or default by Lender and/or any Borrower in observance or performance of any of the covenants of the Agreement;
- k) the liquidation or dissolution or any proceedings or application for initiation of insolvency resolution process or fast track resolution process or voluntary liquidation process or fresh start process or bankruptcy or any kind of insolvency/resolution/liquidation/bankruptcy process by whatever name called (or proceedings analogous thereto) of the Guarantor or any proceedings in respect thereof;
- l) any act, omission, event or circumstance which would or may but for this provision operate to prejudice, affect or discharge this guarantee or the liability of the Guarantor hereunder;
- m) by any contract made between the Lender and the Borrower by which the Borrower be released;
- n) any act or omission which would not have discharged or affected the liability of

the Guarantor had it been the principal debtor instead of Guarantor or by anything done or omitted which but for this provision might operate to exonerate or otherwise release the Guarantor;

- o) by any variance made to this Agreement without its consent; and
- p) any other circumstance or occurrence, whether similar or dissimilar to any of the foregoing.

22. Until the entire Outstanding Balance is paid in full to the Lender, the Guarantor shall not exercise any of the following rights:

- a) to be indemnified by the Borrower;
- b) to claim any contribution from any of other guarantor or provider of security for the obligations of the Borrower; and/or
- c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender and/or rights of Guarantor under Sections 140 and 141 of the Indian Contract Act, 1872, and/or rights of the Lender under the Agreement or of contribution or any other rights of a surety or enforce any security or other right or claim against the Borrower or any other person who has guaranteed or given any security in respect of any of the obligations of the Borrower or of any other guarantee.

23. In the event of liquidation of the Borrower, the Guarantor shall not prove in competition with the Lender in the liquidation proceedings. In the event of a winding up or any receiving order or other analogous order being made or any other analogous events occurring under any applicable laws in relation to the Borrower, the Lender shall be entitled to prove in the winding up, dissolution or liquidation of the Borrower in respect of the indebtedness of the Borrower to the Lender and without any right of the Guarantor to be subrogated to the position of the Lender in respect of any such proof until Lender shall have received in the winding up or liquidation of the Borrower or from other sources, the Outstanding Balance in full.

24. The Guarantor's obligation to pay arises 7 (Seven) days from the date of dispatch of each written notice by the Lender by registered post/courier irrespective of whether the Borrower has been called upon or proceeded against to pay any outstanding amount or not.

25. Each notice, demand or other communication given or made under this Deed shall be in writing and delivered or sent to the relevant party at its address or fax number set out below. Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered (i) if delivered in person or by courier, when proof of delivery is obtained by the delivering party; (ii) if sent by post within the same country, on the tenth day following posting and if sent by post to another country, on the twentieth day following posting; (iii) if given or made by fax, upon dispatch and the receipt of a transmission report confirming dispatch above; (iv) if given or made by email, upon dispatch from the sender and after it has been delivered to the recipient(s); (v) if given by registered post within 4 (Four) days of the date of dispatch. Pursuant to the dispatch of the notice as above, the party

sending the notice shall also email the contents of the entire notice to the receiving party at the addresses mentioned in Schedule I of the Loan Agreement.

- 26. The Guarantee Deed shall be governed under the laws of India and shall be subject to the jurisdiction of the competent court in the city where the concerned branch/office of the Lender is situated.
- 27. The provisions of Clause 24 above are for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.
- 28. Any provision of this Guarantee Deed which is prohibited or unenforceable in the applicable jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of this Guarantee Deed.

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

SIGNED AND DELIVERED

by the within named Guarantor

Full Name: _____

Sign: _____

Witness :

- 1. Full Name _____ &
Sign _____
- 2. Full Name _____ &
Sign _____

AFFIDAVIT FOR SIGNATURE, DOB & ADDRESS

I, _____ S/D/o Sh. _____

r/o _____

_____ do hereby solemnly affirm and declare as
under: -

That I am permanent resident of my above said address and that officially I write my name as stated above. That my date of birth is _____

That my specimen signatures are as under: -

1).

2).

3).

I state that in the PAN CARD no. _____ and Voter ID Card No. _____ Issued to me by the government my name and / or date of birth has been inadvertently mentioned as “ _____ ” and / or “ _____ ” respectively.

That; I am availing a loan facility as Borrower/Guarantor for a loan amount of Rs. _____/- from Dowell Fiscal Services Private Limited.

I declare that I will not take undue benefit of discrepancies in the Name & or DOB & Or Signature as mentioned in the aforesaid documents.

Deponent

Verification: -

Verified that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

DECLARATION FOR SIGNING VERNACULAR LANGUAGE/ IN CASE OF BLIND BORROWER(S)/ IN CASE OF ILLITERATE BORROWER(S)

I, _____ Son /daughter of _____ aged about years, residing at.....,..... do hereby solemnly and sincerely affirm and declare as under:

<p>In case of visually disabled / illiterate / vernacular * strike off if not applicable</p> <p>1. I / We has/have applied for Loan/is guarantor to the Loan/ is security provider (strike off whichever is not applicable) to the Loan granted by Dowell Fiscal Services Private Limited (“Lender”)</p> <p>2. I / We confirm that the loan agreement dated _____ (“Loan Agreement”) and the loan documents as defined in the Loan Agreement (“Loan Documents”) is acceptable to me/is and is/are executed by me/us. I / We hereby declare and confirm that as I / We am / are ** illiterate / not literate in English / blind/ disable and I / We cannot read / sign all the terms and condition of the Loan Agreement and the Loan Documents as stipulated by the Lender, and the declarations and confirmations of this letter have also been read and explained to me / us by Mr. _____ S/o _____ currently residing at _____ who has countersigned this undertaking, and I / we have executed the Loan Agreement and the Loan Documents after having fully understood all the terms and conditions mentioned therein.</p> <p>3. I / We hereby further declare and confirm that all the terms and conditions of sanction of the said loan of Rs. _____ (Rupees _____ only) and the Agreement and Loan Document(s) and all other documents stipulated by Lender shall be binding on me / us until the clearance of the liabilities under said loan. That the Agreement and the Loan Document(s) have been read out and explained to me in the language known to me.</p>
--

I / We confirm that the details mentioned above are true and correct.

BORROWER/CO-BORROWER/GUARANTOR
(Signature / Thumb Impression)

Verification:

Verified at _____, this _____ day of _____ 20__ that the contents of above affidavit are correct and true to the best of our knowledge and belief and nothing has been concealed thereof.

BORROWER/CO-BORROWER/GUARANTOR
(Signature / Thumb Impression)

I have read out and explained the contents of the Loan documents and all other documents incidental to availing the loan from **Dowell Fiscal Services Private Limited (CIN:U65999MH1995PTC289390)**, a Company defined & incorporated under Companies Act, 1956 and registered as a non-banking finance company (“NBFC”) under the Reserve Bank of India (“RBI”) Act, 1934 and having its Registered Office situated at 903, Lodha Supremus, Dr. E. Moses Road, Worli Naka, Mumbai Maharashtra 400018 and borrower/Co borrower/ Guarantor have understood the same and do hereby agree to abide by all the terms and conditions of the loan and the clauses of the same. Pursuant to the same, the Borrower/Co Borrower/Guarantor is affixing his/ her signature/ thumb impression herein above.

SIGNATURE

Full Name

(Name and signature of the person who read and explained the documents)

Executed before me _____

SIGNATURE VERIFICATION

Date

To
The Manager
Dowell Fiscal Services Private Limited

Subject: Signature Verification – Bank

This is to inform you that Mr / Ms _____ w/o or s/o or
d/o _____ is maintaining a Savings / Current account in our
Bank, the Account Number as per our records is _____ and
branch is _____.

Verification of the signature in our records:

Name of Account Holder _____

Signature of Account Holder _____

Signature of the Branch Manager _____

Bank Seal & Stamp

ACKNOWLEDGEMENT OF DISBURSEMENT

Date

To
The Manager
Dowell Fiscal Services Private Limited (DFSPL)

Subject: Acknowledgement of disbursement for loan sanctioned

I / We hereby confirm that we have received the Disbursement of an amount of Rs _____, in respect of the loan sanctioned by DFSPL (Lender) to me / us vide the Loan Agreement Dated _____executed between the Lender and me / us, through Cheque No _____ / RTGS / NEFT URN Number _____on _____day of _____month, 20____year.

Place: _____

Yours Faithfully,

Name :

Signature Of all Borrowers / Mortgager / Property Owners:

USE OF UNUSED INSURANCE PREMIUM / SURRENDER VALUE AGAINST EMI

Date

To
The Manager
Dowell Fiscal Services Private Limited (DFSPL)

Subject: Use Of Unused Insurance Premium / Surrender Value Against Emi

Dear Sir / Madam

With reference to the Policy No _____ I
_____ undertake that if I am unable to pay my monthly EMI for any
reason whatsoever, for continuation period of 90 days, unused insurance proceeds /
surrender value refunded in your Bank Account / credited to my loan account may be
used to cover my unpaid EMIs / over dues. No further intimation / consent is required
to take action on the same.

I / We hereby confirm that the contents of this undertaking have been clearly explained
by me to my Family Members.

Place: _____

Yours Faithfully,

Borrower Name :

Signature:

Address:

CANCELLATION OF INSURANCE POLICY

Date

To
The Manager
PrulCICI life Insurance

Subject: Cancellation of the Insurance Policy No _____

Dear Sir / Madam

With reference to the above mentioned Policy No I _____ have decided to terminated mu insurance coverage and request you to cancel the said insurance policy with immediate effect and refund the unused premium in Favour of Dowell Fiscal Services Private Limited (Mortgagee / Lender) from whom I have taken Mortgage Loan against the property.

Place: _____

Yours Faithfully,

Borrower Name :

Signature:

Address:

DECLARATION FOR THUMB IMPRESSION/SIGNING IN VERNACULAR LANGUAGE – *Separate for each such borrower*

(This declaration must be signed by the employee of Dowell Fiscal Services Private Limited (DFSPL).

This is to certify that I have read out the contents of the Loan Agreement being entered into with the LENDERS as specified in the Schedule to Mr./ Ms. _____ ("Borrower") and he/she has understood the same

Further, I hereby certify that Mr./ Ms. _____ has affixed his/her thumb impression (left hand/right hand) or has signed in vernacular language in my presence after I have explained the contents to him/ her.

Name of the Employee:

Address:

Signature of Employee:

Name of the Borrower/Borrower Representative:

I confirm that the terms and condition contained in the Loan Agreement to be entered into with the LENDER as specified in Schedule I & II, have been explained by _____ in _____ language.

I have understood and agree to the terms and conditions mentioned in the Loan Agreement.

Signature/Thumb Impression:

Signature and Stamp of Branch:

Date:

THIS DEED OF EQUITABLE MORTGAGE (by Memorandum of Deposit of Title Deed)
IS MADE ON _____ IN THE YEAR OF _____

Amongst

Shri/Ms _____ D/o.Shri. _____ R/o. _____
(hereinafter called the Mortgager) which expression shall, unless repugnant to the subject of context, include his heirs, executors, administrators, successors, assigns and transferees in interest etc.) of the One Part.

And

Dowell Fiscal Services Private Limited (CIN:U65999MH1995PTC289390), a Company defined & incorporated under Companies Act, 1956 and registered as a non-banking finance company ("NBFC") under the Reserve Bank of India ("RBI") Act, 1934 and having its Registered Office situated at 903, Lodha Supremus, Dr. E. Moses Road, Worli Naka, Mumbai Maharashtra 400018 through its Authorized representative Mr. _____

Duly authorized through Company (hereinafter called the 'Financial Institution' which expression shall unless repugnant to the subject or context include its successors, assigns and transferees in interest, etc.) of the other parts;

WHEREAS the Mortgager is the absolute owner in exclusive possession and enjoyment of the property described in the schedule hereunder, and it has been using the said land and has assured the Financial Institution that in case there being found any sovereign, subtenant or tenant on the property or any prior agreement or assurance to any such person made by the Mortgager shall not affect the rights of the Financial Institution or the Mortgager's liabilities, hereby created on the said property. The said land is free from all sorts of encumbrances and shall likewise be kept unencumbered till the dues of the Financial Institution are repaid.

WHEREAS the Mortgagers have requested for, and the Financial Institution has agreed to grant Loan of Rs, _____ (Rupees _____) subject to the condition of the Mortgagers securing the due repayment thereof by the Mortgages of the said property, for the business purpose.

NOW, THEREFORE, THIS DEED OF MORTGAGE WITHOUT POSSESSION WITNESSETH AND the Mortgagers have agreed to the same.

That in consideration of the premises contained above and the Financial Institution allowing _____ Loan _____ of Rs. _____ (Rupees _____) mortgagers which have already been allowed and/or may be allowed by the Financial Institution to the Mortgagers from time to time besides interest, charges, costs and expenses etc. payable to or incurred by the Financial Institution, the Mortgager hereby transfers by way of registered equitable mortgage without possession the said

property and here detements, together with all constructions and tenements now standing thereon or which hereinafter be erected thereon or any part thereof to the intent that the said property shall remain and be charged as security for the payment to the Financial Institution for all sums of money which may be due to the Financial Institution at any time in respect of the Loan of Rs _____ - (Rupees. _____) and facilities allowed or to be allowed from time to time to the aggregate besides interest, charges, costs • and expenses etc. payable to or to be incurred by the Financial Institution accordance with the covenants herein contained.

The mortgagor hereby further covenants with the Financial Institution as follows: -

1. That interest at the rate of ____% per annum with monthly rest +interest tax shall be calculated on the balances payable by the Mortgagor to the Financial Institution and charged on the last working day of the month as per the practice of the Financial Institution.
2. That the Financial Institution shall not be required to make advance or continue advances otherwise than at the Financial Institution's discretion in case the Financial Institution so likes.
3. That nothing herein shall prejudice any rights of Financial Institution in respect of any present or future security, guarantee, obligation or decree for any indebtedness or liability of the Mortgagor to the Financial Institution.
4. That the Mortgagor declare that the said property is absolute property of the Mortgagor and the Mortgagor have full and exclusive rights to enjoyment of the benefits arising from the said land, whether as the absolute and exclusive owner of the property or otherwise, and that the said property is free from all encumbrances and legal and factual defects and the mortgagor has full subsisting interest in the same and that owners have absolute rights, title, interest, power, and authority to alienate or transfer the same by way of sale or mortgagor otherwise.
5. That the Mortgagor will pay all revenue taxes charges etc. in relation to the said property or as to the use thereof and always keep the benefits arising out of the said land free from all charges statutory or otherwise and will keep the Financial Institution indemnified against all such demands, claims, charges, and expenses, whatsoever in that behalf.
6. That the Financial Institution shall be at liberty without being bound and at its option to pay all revenue, taxes, and other such public or statutory demands and charges by debiting the same to the account of the Mortgagor if the Mortgagor fails to pay the same within time, and payment so made together with interest thereon at the above rate and any expenses incurred shall also be secured hereby and deemed as lone advanced.

7. That the Mortgagor shall, during the continuance of this security keep all title deeds of his properties hereby mortgagor, deposited with the Financial Institution and shall hold the same in trust for the Financial Institution for any period in which the said documents are left or allowed to remain with him or released to him temporarily on his request. The Mortgagor will in no case deliver the said documents of title to any other person or deal with them in any manner prejudicial to the interest of the Financial Institution during continuance of this security.
8. That the Financial Institution shall not be answerable or accountable for any losses which may happen in or about the exercise or execution of any of the owners or trust which may be vested in the Financial Institution by virtue of these presents or by any legislative enactment.
9. That the loan facility allowed by the Financial Institution shall be used by the Mortgagor's/_____ S/o/D/o. Shri._____ for the purpose of Loan utensils and for no other purpose whatsoever.
10. That this security shall operate as a continuing security for all moneys, indebtedness, and liabilities aforesaid notwithstanding that the amounts advanced by the Financial Institution earlier have come to be repaid and the accounts closed, or further advances made, and fresh accounts opened and notwithstanding the existence of credit balance in such account/s at any time or any partial payments or fluctuations of accounts.
11. That the Financial Institution shall be always competent in accordance with the loan documents executed by the Mortgagor to recall the loan and in that event the Mortgagor will have no grievance to question the Financial Institution's right.
12. That the Mortgagor has agreed to pay the amount advanced by the Financial Institution together with interest and all other charges, and that in any case of default of any one installment, the whole amount then due shall become payable immediately and the Financial Institution shall be entitled to realize its dues in the manner provided in this deed.
13. That if the Mortgagor will fail to pay to the Financial Institution the amount due from him under this Mortgagor at any time on demand being made for it together with interest and all other sums, incidental and all other charges, the Financial Institution shall be competent and fully justified and entitled to realize its dues by sale of the properly hereby mortgaged and if the sale proceeds are insufficient to satisfy the dues of the Financial Institution including costs and other charges etc. to recover the balance from the property mortgaged and their

other properties and their person together with all costs and charges etc. in the event of a suit becoming necessary for the recovery of the Financial Institution dues, interest at the aforesaid rate as per guidelines of Had Office of Financial Institution/R.B.I. shall continue to run and be charged till relation of the full dues of the Financial Institution. PROVIDED that if the Mortgagor will pay to the Financial Institution all its dues with interest there on and incidental and other charges and thus adjust his account, the Financial Institution will, at the request of the Mortgagor, of the Mortgagor, as the case may be.

14. That the Mortgagor will be bound and undertakes to accept the balance including interest and charges etc. as claimed to be due from the Mortgagor to the Financial Institution under this deed as disclosed from his account from the books shall be sufficient and conclusive proof of the correctness of the same, without production of any other vouchers, documents, or other papers.

15. That the Mortgagor will bear expenses on stamp papers and other charges of this deed.

The contents of this deed have been read over and explained to the Mortgagor and have understood the contents and effect of the same and having voluntarily agreed therein subscribed to these presents.

IN WITNESS WHEREAS the Mortgagors have signed this deed the day and the year first above written in the presence of each of the attesting witnesses who have put in their signature in the presence of the Mortgagor.

The Schedule I referred to above

A _____ Area _____ Sq Mtr and bounded as under

North

South

East

West

In the witness whereof the Mortgagor has set his / its / her hand , the _____ day of _____ 20____ , first above written Mortgagor.

Mortgage

Witness

1

2