



**Bandhan
Bank**

HLA/

Home Loan Agreement

Customer Name : _____

Loan Agreement No. : _____

LOAN AGREEMENT

THIS LOAN AGREEMENT (hereinafter referred to as the "Agreement") made at the place and on the date stated in the Schedule by and between the Borrower whose name & address are stated in the Schedule by and between:

(1) The Borrower and Co-Borrower/s, whose name/s and address are stated in the Schedule, (hereinafter called the "Borrower(s)"), which expression shall, unless the context otherwise requires, include his/her heirs, executors and administrators) of the One Part;

AND

(2) BANDHAN BANK LIMITED, a banking company incorporated under the Companies Act, 2013 with Corporate Identity Number U70101WB1995PLC073339 having its registered office at DN-32, Sector-V, Salt Lake City, Kolkata-700091, ; and having one of its Regional Offices at **BANDHAN BANK LIMITED**, Netaji Marg, Near Mithakhali Six Roads, Ellisbridge, Ahmedabad – 380006, hereinafter called "**BANDHAN BANK**" or "**The Bank**" (which expression shall, unless the context otherwise requires, include its successors and assigns) of the Other Part:

The Borrower(s) and Bandhan Bank Ltd are hereinafter collectively referred to as the "Parties" and individually referred to as "Party").

WHEREAS,

- A The Borrower(s) proposes to acquire / construct / renovate [Strike off the ones which is not applicable] an immovable property situated at _____ [the location of the Property] more particularly detailed out in Schedule ("Property") of this Agreement and has approached Bandhan Bank for a Loan (as defined below).
- B Bandhan Bank is engaged in business of inter alia extending loans to persons for the purchase/construction/renovation of immovable properties.
- C Bandhan Bank relying upon the representation and information provided by the Borrower(s), agreed to provide financial assistance to the Borrower on the terms and conditions hereinafter appearing to enable the Borrower to purchase/ construct / renovate the property(ies).

ARTICLE 1 – DEFINITIONS

In this Agreement (as amended and in force from time to time) unless the context otherwise requires the expressions mentioned below shall have the following meaning:

- a) **"Application Form"** means and includes the application form duly filled, signed and submitted by the Borrower, together with all related forms, documents and consents as prescribed by Bandhan Bank for the purpose of availing the Loan, in the form and manner satisfactory to Bandhan Bank.
- b) **"Co-Borrowers"** shall mean the person(s) who is / are named in Schedule of this Agreement.
- c) **"Finance Documents"** shall mean and includes this Agreement, the Application Form, security documents, undertakings, indemnity, supplementary agreements including modifications, alterations, addendum, attachments, annexures and schedules executed / to be executed between the Parties, as amended from time to time during the Repayment term, and shall be read as part hereof and shall also include the Sanction Letter and the schedules annexed thereto and such other documents incidental hereto or contemplated hereby on which Bandhan Bank has relied to extend the Loan to the Borrower(s) and/ or as may be designated by Bandhan Bank by notification to the Borrower(s) during the subsistence of the Loan.
- d) **"Schedule"** means schedule giving details of place and date of Loan agreement, Amount of Loan, disbursement, description of property etc. as given after Article 14.
- e) **"Property"** means a residential house or a dwelling unit or a non-residential property or a plot of land of any size and type having an independent access and includes a bungalow, an ownership apartment, a flat, a row house etc. including land and/or the property as described in the schedule.
- f) **"Loan"** means the Loan amount provided for in Article 2.1 of this Agreement and the Schedule.
- g) **"Loan Amount"** means the Principal Amount of Loan, and all other amounts payable by the Borrower(s) by way of interest thereon and/or any other costs, charges, fees, expenses and other amounts payable by the Borrower(s) in terms of this Agreement to BANDHAN BANK.
- h) **"Repayment"** means the repayment of the principal amount of the Loan, interest thereon, and/or any other charges, premium, fees, or other dues payable in terms of this Agreement to BANDHAN BANK; and as per provisions contained in the Article 5 of this Agreement.
- i) **"Sanction Letter"** means the sanction letter issued by Bandhan Bank and accepted by the Borrower(s), as detailed out in Schedule of this Agreement, as amended, modified, varied and supplemented including any subsequent sanction letters issued by Bandhan Bank in relation to the Loan from time to time.
- j) **"Spread"** means the percentage points subtracted/ added to RLLR to arrive at the Borrower(s) specific AIR, to be decided by Bandhan Bank at its sole discretion, as more specifically mentioned in the Schedule hereto;
- k) **"Prepayment"** means premature repayment of the Loan before its Due Date whether by way of mandatory prepayment of the Loan on account of an event of default or otherwise or by way of voluntary prepayment as the context may require as per the terms and conditions laid down by BANDHAN BANK in that behalf and in force at the time of prepayment and also mentioned in Article 5.5 of this Agreement.
- l) **"Mode of repayment"** is specified in **"Most Important Terms and Conditions (MITC)"** executed by the borrowers in favour of Bandhan Bank and shall be read along with this Agreement;
- m) **"RLLR Benchmark"** means the Reserve Bank of India Repo Linked Lending Rate, this external benchmark rate is linked to the Repo rate announced by the RBI from time to time. RLLR is applicable for all floating rate loans of Bandhan Bank.
- n) **"Fixed Rate of Interest"** shall be the rate of interest as mentioned in the schedule and which applied with spread, shall remain fixed for the entire tenure of the loan.
- o) **"Discretionary Fixed Rate of Interest"** shall be the fixed rate of interest applied with spread by BANDHAN BANK on the loan, subject to the fact that BANDHAN BANK may, change such rate of interest prospectively at its sole discretion depending on the market conditions.
- p) **"Variable Rate of Interest"** shall be the rate of interest linked to the RLLR applied with spread by BANDHAN BANK on the loan.
- q) **"Adjusted/Applicable Interest Rate" or "AIR"** means the rate of interest RLLR applied by BANDHAN BANK along with the spread, if any, as may be decided by BANDHAN BANK, on the Loan of the Borrower pursuant to this Agreement, as mentioned in Article 3, and as in force from time to time.
- r) **"AIR Application Date"** means the date on which AIR is applied by BANDHAN BANK on the Loan of the Borrower in terms of this Agreement.
- s) **"Equated Monthly Instalment" or ("EMI")** means the amount of monthly payment necessary to amortise the Loan with interest over the period of the Loan.
- t) **"Pre Equated Monthly Instalment Interest" or ("PEMII")**
means interest at the rate indicated in Article 3 of the Loan from the date/respective dates

of disbursement to the date immediately prior to the date of commencement of EMI.

u) **"Due Date"** means the date on which the Loan amount or any part thereof becomes due and payable by the Borrower.

1.1 The term **"Borrower"** wherever the context so requires shall mean and be construed as "Borrowers" and liability of each of the Borrowers shall be joint and several and the masculine gender wherever the context so requires shall mean and be construed as the feminine gender, and words denoting singular number only shall include plural number and vice-versa

1.2 The term **"construction"** shall mean and include extension, repairs and renovation of property and general description whereof is given in the Schedule hereto.

1.3 The **"Schedule"** hereto and the Annexures hereto shall have effect as if they are specifically herein set forth in this agreement.

1.4 The terms and expressions not herein defined shall, where the interpretation and meaning have been assigned to them in terms of the General Clauses Act, 1897, have that interpretation and meaning.

1.5 Unless the context or meaning thereof otherwise requires,

- i) masculine gender includes feminine and neutral gender and vice versa;
- ii) singular includes plural, and vice versa;
- iii) "Person" includes an individual, a proprietor, a partnership firm, a Limited Liability Partnership (as defined under the Limited Liability Partnership Act, 2008), a company (as defined in section 3 of the Companies Act, 1956), a body corporate as defined in section 2 (7) of the Companies Act, 1956, (1 of 1956), a co-operative society and anybody or organisation of individuals or persons whether incorporated or not.
- iv) The recitals shall be construed as part of this Agreement;
- v) Bandhan Bank shall include references to Bandhan Bank's nominee(s) and assignees as the context may require, the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation" or "but not limited to" whether or not those words are followed by such phrases or words of like import;
- vi) Any reference in this Agreement, to this Agreement or any other agreement or document shall be construed, without limitation, as a reference to this Agreement or, as the case may be, such other agreement or document, in each case as the same may have

been, or may from time to time be, amended, varied, revised, modified, substituted, novated or acceded to or supplemented in writing at the relevant time and any reference to any statutory provision shall include such provision and any regulations made thereunder and any statutory re-enactment or amendment modification or replacement thereof;

- vii) Unless the reference to month is for specifying a period, all references to "month" shall mean English calendar month or a period starting on one day in a calendar month and ending on the day immediately preceding the numerically corresponding day in the next succeeding calendar month, and references to "months" shall be construed accordingly provided that wherever the reference to the expression "month" is used in the context of period, it shall mean a period of thirty (30) days;
- viii) Any references to sections, articles and clauses are to sections, articles and clauses to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs in which the reference appears. All of these form part of the operative provisions of this Agreement;
- ix) The expression "this Article" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Article (not merely the sub Article, paragraph or other provision) in which the expression occurs;
- x) The section titles and table of contents, index contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of the provisions of this Agreement and are to be ignored in construing this Agreement;
- xi) Unless otherwise specified, in this Agreement, in the computation of periods of time from a specified date to a later specified date, the words "from" and "commencing on" mean "from and including" and "commencing on and including", respectively, and the words "to", "until" and "ending on" each mean "to but not including", "until but not including" and "ending on but not including", respectively;
- xii) The words "other", "or otherwise" and "whatsoever" shall not be construed ejusdem generis or as any limitation upon the generality of any preceding words or matters specifically referred to;
- xiii) The words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof;
- xiv) Each warranty provided in this Agreement is independent of each of the other warranties, and unless the contrary is expressly stated, no

- clause in this Agreement limits the extent or application of another clause;
- xv) Any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
 - xvi) "In writing" includes any communication made by letter or facsimile or email or any other recorded telephonic conversation;
 - xvii) Unless otherwise specified, any reference to a time of day is to India time;
 - xviii) All duties, liabilities and obligations of the Borrower(s) shall be joint and several;
 - xix) In the event of any disagreement or dispute between Bandhan Bank and the Borrower regarding the materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of Bandhan Bank as to the materiality of any of the foregoing shall be final and binding on the Borrower;
 - xx) If any provision in articles, clauses, schedules or the recitals is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision and shall be read in conjunction for construction or interpretation of the provisions contained herein below including without limitation the operative provisions of this Agreement;
 - xxi) The terms of this Agreement shall at all times be read conjunctively with the terms of the Sanction Letter;
 - xxii) The provisions referring to the schedules are to be construed as references to the schedules of this Agreement and the schedules to this Agreement form part of this Agreement and any supplementary or additional schedules, from time to time executed by the Parties, and references to this Agreement shall include references to its schedules and shall have effect in the manner as if they were specifically herein set forth; and
 - xxiii) The Borrowers declares and confirms that the Loan shall be governed by the terms and conditions mentioned in this Agreement and other Finance Documents and in case of a conflict or inconsistency between the provisions of this Agreement and that of the other Finance Documents, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency, as the case may be.

ARTICLE 2 - LOAN

- 2.1 The Borrower agrees to borrow from BANDHAN BANK and BANDHAN BANK agrees to lend to the Borrower Loan Facility of the amount as stated in the Schedule and upon the terms and conditions herein set forth.

ARTICLE 3 - INTEREST

The Borrower shall pay interest on the Loan at the rate specified in the Schedule and in the manner specified below:

Part A - Monthly Reducing Balance method with Fixed Rate of Interest

- 3.1 The Borrower agrees to borrow from BANDHAN BANK and BANDHAN BANK agrees to lend to the Borrower Loan Facility of the amount as stated in the Schedule and upon the terms and conditions herein set forth.

3.2 Computation of Interest

The EMI comprises of principal and interest calculated on the basis of monthly rests at the rate applicable, and is rounded off to the next higher rupee as mentioned in the Schedule. Prior to the commencement of EMI, interest on the Loan shall be calculated on the basis of the outstanding amounts of the Loan as at the beginning of the respective calendar month. Interest and any other charges shall be computed on monthly basis.

Part B - Daily Reducing Balance method with Fixed Rate of Interest:

- 3.3 The rate of interest payable on the Loan being the adjusted/applicable rate of interest as at the date of execution of this Agreement is as stated in the Schedule.

Provided that, BANDHAN BANK may increase the rate of interest suitably and prospectively in the event of extra-ordinary circumstances beyond BANDHAN BANK'S control resulting in steep rise in the rate of interest, and BANDHAN BANK shall be the sole judge to determine whether such conditions exist.

3.4 Computation of Interest

The borrower shall amortise the outstanding amount of the loan as stipulated in the schedule in EMIs calculated at the rate of interest applicable as stated in schedule, on daily basis wherein interest would be computed on the day of receipt of EMI and the balance amount would go towards the loan amount. At each month end date, interest would be computed on balance number of days for which interest is not received and loan amount would be increased to that extent. However, the loan amount will continue to reduce on receivable basis at the month end until the entire loan has been amortised by the borrower with interest.

Part D - Monthly Reducing Balance method with Discretionary Fixed Rate of Interest

3.5 The rate of interest payable on the Loan being the adjusted/applicable rate of interest (AIR) as at the date of execution of this Agreement is as stated in the Schedule.

Provided further that from time to time, BANDHAN BANK may, in its sole discretion, vary the rate of interest suitably and prospectively due to any adverse movement in the interest rate in the money market, at any time during the tenure of the loan and thenceforth, the rate of interest as varied as aforesaid shall be applicable to the loan. BANDHAN BANK shall be the sole judge to determine whether such conditions exist or not.

Computation of Interest

3.6 The EMI comprises of principal and interest calculated on the basis of monthly rests at the rate applicable, and is rounded off to the next higher rupee as mentioned in the Schedule. Interest on the Loan shall be calculated on the basis of the outstanding amounts of the Loan as at the beginning of the respective calendar month. Interest and any other charges shall be computed on monthly basis.

Part E - Daily Reducing Balance method with Discretionary Fixed Rate of Interest:

3.7 The rate of interest payable on the Loan being the adjusted/applicable rate of interest (AIR) as at the date of execution of this Agreement is as stated in the Schedule.

Provided further that from time to time, BANDHAN BANK may, in its sole discretion, vary the rate of interest suitably and prospectively due to any adverse movement in the interest rate in the money market, at any time during the tenure of the loan and thenceforth, the rate of interest as varied as aforesaid shall be applicable to the loan. BANDHAN BANK shall be the sole judge to determine whether such conditions exist or not.

3.8 Computation of Interest

The borrower shall amortise the outstanding amount of the loan as stipulated in the schedule in EMIs calculated at the rate of interest applicable as stated in schedule, on daily basis wherein interest would be computed on the day of receipt of EMI and the balance amount would go towards the loan amount. At each month end date, interest would be computed on balance number of days for which interest is not received and loan amount would be increased to that extent. However, the loan amount will continue to reduce on receivable basis at the month end until the entire loan has been amortised by the borrower with interest.

Part F - Monthly Reducing Balance method with Variable Rate of Interest:

3.9 Until and as varied by BANDHAN BANK in terms of this Agreement, the AIR applicable to the Loan as at the date of execution of this Agreement is as stated in the Schedule.

3.10 Computation of interest

The Borrower shall amortise the outstanding amount of the Loan as stipulated in the Schedule in EMIs calculated at the then prevailing AIR on a monthly basis as provided in the Schedule until the entire Loan has been amortised by the Borrower with interest. The said AIR comprises of the currently prevailing RLLR as stated in the Schedule plus the spread as stated in the Schedule.

3.11 All future/further AIRs applicable for the said outstanding amount of the Loan shall be at the sole discretion of BANDHAN BANK and shall be applied by BANDHAN BANK as and when RLLR is varied by BANDHAN BANK and the revised EMI shall fall due on the last day of the month following the month in which the revision takes place.

Part I - Daily Reducing Balance method with Variable Rate of Interest:

3.12 Until and as varied by BANDHAN BANK in terms of this Agreement, the AIR applicable to the Loan as at the date of execution of this Agreement is as stated in the Schedule.

3.13 Computation of Interest

The borrower shall amortise the outstanding amount of the loan as stipulated in the schedule in EMIs calculated at the then prevailing AIR on daily basis wherein interest would be computed on the date of receipt of EMI and the balance amount would go towards the loan amount. At each month end date, interest would be computed for the balance number of days whose interest is not received and loan amount would be increased by that amount. However, the loan amount will continue to reduce on receivable basis on month end until the entire loan has been amortised by the borrower with interest. The said AIR comprises of the currently prevailing RLLR as stated in the schedule, plus the spread as stated in the schedule.

(a) All future/further AIRs applicable for the said outstanding amount of the loan shall be at the sole discretion of BANDHAN BANK and shall be applied by BANDHAN BANK as and when RLLR is varied by BANDHAN BANK and the revised EMI shall fall due on the last day of the month in which the revision takes place.

3.14 Tax/Charges payable to the Government

The Borrower shall reimburse or pay to BANDHAN BANK such amount as may have

been paid or payable by BANDHAN BANK to the Central/State Government and/or any other competent authority on account of any tax, charges levied on interest (and /or other charges including the PEMII) on the Loan by the Central/State Government or such competent authorities. The reimbursement or payment of the said amount shall be made by the Borrower as and when called upon to do so by BANDHAN BANK.

3.15 It is also provided that at any time in future and at the request of the Borrower, BANDHAN BANK may at any time during the currency of this Loan, permit the Borrower, on payment of fees/charges as applicable from time to time, to switch over the amortisation frequency and/or the interest type, and/or the rate of interest as specified in any of the parts herein above, except as specified in the schedule.

Upon such change, all terms and conditions of this Loan Agreement shall stand revised for the balance term as mentioned in the revised offer letter to the extent of the change. All other terms and conditions as mentioned in this Loan Agreement will continue to be applicable

ARTICLE 4 - DISBURSEMENT

4.1 Details of Disbursement

The Loan shall be disbursed in one lump sum or in suitable instalments to be decided by BANDHAN BANK with reference to the need or progress of construction /purchase of the property. BANDHAN BANK's decision in this regard shall be final and binding on the Borrower. The Borrower hereby acknowledges the receipt of the Loan disbursed as per details given in the Schedule.

4.2 Mode of Disbursement

All payments to be made by BANDHAN BANK to the Borrower under or in terms of this Agreement shall be made by cheque/demand draft duly crossed and marked "A/c. Payee Only" and the collection charges, if any, in respect of all such cheques/demand drafts will have to be borne by the Borrower and the interest on BANDHAN BANK Loan will begin to accrue in favour of BANDHAN BANK as and from the date of delivery/despatch of the cheques/demand drafts irrespective of the time taken for transit/collection/ realisation of the cheque by the Borrower or his bank.

4.3 Rate of Interest on Amount of Disbursement(s)

BANDHAN BANK shall have an absolute discretion to levy the prevailing rate of interest at the time of disbursement on the amount being disbursed and thenceforth the same rate would be applicable on the amount already disbursed also.

ARTICLE 5 – REPAYMENT

5.1 Commencement of EMI

The repayment of Loan through EMI shall commence from the month following the month in which the final disbursement of the Loan is made. The first such EMI shall fall due for payment on the 5th day of the month following the month in which the EMI has commenced and subsequent EMIs shall be payable by the 5th day of each subsequent month.

Provided that in case the loan is not fully disbursed and no disbursement has taken place over a continuous period of 6 months or on the happening of an event of default in terms of Article 8 of this Agreement, BANDHAN BANK shall have an absolute discretion to consider the loan already disbursed as full disbursement and commence EMI from the subsequent month. Upon BANDHAN BANK exercising its discretion, the payment of EMI would commence.

5.2 Amortisation: (Applicable in case of Loan with fixed rate of Interest)

- (a) Subject to Article 3, the Borrower will amortise the Loan as stipulated in the Schedule subject, however, that in the event of delay or advancement of disbursement for any reason whatsoever, the date of commencement of EMI shall be the first day of the month succeeding the month in which the disbursement of the Loan will have been completed and consequently, the first such EMI shall fall due for payment on the 5th day of the month following the month in which the EMI has commenced and subsequent EMIs shall be payable by the 5th day of each subsequent month.
- (b) In addition to (a) above, the Borrower shall pay to BANDHAN BANK, PEMII, every month if applicable. The Borrower shall also make balloon payments towards principal/ interest as applicable.
- (c) Notwithstanding what is stated in Article 5.2(a) above and the Schedule, BANDHAN BANK shall have the right at any time or from time to time to review and reschedule the repayment terms of the Loan or of the outstanding amount thereof in such manner and to such extent as BANDHAN BANK may in its sole discretion decide. In such event(s) the Borrower shall repay the Loan or the outstanding amount thereof as per the revised Schedule as may be determined by BANDHAN BANK in its sole discretion and communicated to the Borrower by BANDHAN BANK in writing.

5.3 Amortisation: (Applicable in case of Loan with Variable rate of Interest)

(a) Subject to Article 3, and the provision for variation in interest rates, etc. contained in this Agreement, the Borrower will amortise the Loan as stipulated in the Schedule subject however that in the event of delay or advancement of disbursement for any reason whatsoever, the date of commencement of EMI shall be the first day of the month succeeding the month in which the disbursement of the Loan will have been completed and consequently, the first such EMI shall fall due for payment in the 5th day of the month following the month in which the EMI has commenced and subsequent EMIs shall be payable by the 5th day of each subsequent month.

(b) In addition to (a) above, the Borrower shall pay to BANDHAN BANK, PEMII, every month if applicable. PEMII shall fall due for payment by 5th day of the month for the preceding month on the amount disbursed till the commencement of EMI. The Borrower shall also make balloon payments towards principal/ interest as applicable.

(c) Notwithstanding what is stated in Article 5.3(a) above and the Schedule, BANDHAN BANK shall have the right at any time or from time to time to review and reschedule the repayment terms of the Loan or of the outstanding amount thereof in such manner and to such extent as BANDHAN BANK may in its sole discretion decide. In such event/s the Borrower shall repay the Loan or the outstanding amount thereof as per the revised Schedule as may be determined by BANDHAN BANK in its sole discretion and communicated to the Borrower by BANDHAN BANK in writing.

(d) Save and except as provided under sub-article 5.7 below, for administrative convenience, the EMI amount is intended to be kept constant irrespective of variation in the AIR and as a result of this, the number of EMIs is liable to vary. No intimation shall be given by BANDHAN BANK as to the number of EMIs required to be paid by the Borrower upon each AIR application. Provided however, the information as to the applicable/applied AIR during the financial year of BANDHAN BANK and the number of EMIs payable from the last AIR application date during such year shall be intimated by BANDHAN BANK to the Borrower at the time of each revision of RLLR/Discretionary Fixed Rate of Interest.

Notwithstanding anything to the contrary contained in this Agreement, having regard to the AIR for the time being, BANDHAN BANK shall be entitled to increase the EMI amount and/or decrease the term suitably if:

(i) The said EMI would lead to negative amortisation (i.e. EMI not being adequate to cover interest in full), and/or

(ii) The principal component contained in the EMI is inadequate to amortise the Loan within such period as determined by BANDHAN BANK.

The Borrower shall be required to pay such increased EMI amount and the number thereof as decided by BANDHAN BANK and intimated to the Borrower by BANDHAN BANK.

5.4 Delay in Payment of EMI or PEMII:

(a) Regular payment of EMI's is the essence of this contract. No notice, reminder or intimation will be given to the Borrower regarding his obligation to pay the EMI or PEMII regularly on due date. It shall be entirely the borrowers' responsibility to ensure prompt and regular payment of EMI or PEMII.

(b) The delay in payment of EMI or PEMII shall render the Borrower liable to additional interest at the rate of 18 percent per annum or at such higher rate applicable as per the rules of BANDHAN BANK in that behalf as in force from time to time. In such event, the Borrower shall also be liable to pay incidental charges and costs over and above any taxes, service charges, interest tax as applicable to BANDHAN BANK and such charges and additional interest shall not be waived.

(c) Payment shall be deemed to be received by BANDHAN BANK on the date of realisation of cheque by BANDHAN BANK. The borrower shall be obliged to ensure that the cheques are deposited in time at BANDHAN BANK's office.

(d) In case the borrower opts to make payment of the EMI at BANDHAN BANK's designated collection centres set-up for the convenience of the borrower or through the ECS facility, the effect of the payment shall be given by BANDHAN BANK on the date of the receipt of the Pay in slip by BANDHAN BANK from the bank and the borrower agrees to bear the charges on account of the delay by the bank and agrees to indemnify BANDHAN BANK.

(e) Acceleration of Repayment by Bandhan Bank - If in the opinion of Bandhan Bank the cash flow, the profitability of the Borrower(s) and other circumstances so warrant, Bandhan Bank shall be entitled to require the Borrower(s) to repay the Loan Amount in shorter period and in one lump sum or such suitable instalment/s notwithstanding the period herein agreed and stipulated.

5.5 Pre-Payment

BANDHAN BANK shall allow prepayment of the whole or any part of the loan, provided however that such pre-payment shall be permissible upon terms and conditions as to the payment of such fees/charges as

applicable as per policy of **BANDHAN BANK** prevailing at that time in regards to pre-payment.

BANDHAN BANK may, in its sole discretion, but without being bound to do so, and on such terms and condition as to pre-payment charges/fees etc., as it may prescribe, permit acceleration of EMIs or pre-payment of the loan at the request of the Borrower.

Provided that in case of Loan with monthly reducing balance, any additional amount paid in excess of EMIs falling due up to and during the month in which such additional amounts are being paid, shall be adjusted towards the Loan and a fresh amortisation schedule shall be generated keeping the EMI constant. The first EMI as per the fresh schedule shall fall due on the last day of the month following the month in which such adjustment is made. Such adjustment shall however be at the sole discretion of BANDHAN BANK.

In case of loans in respect of daily reducing balance any excess amount received in respect of daily reducing balance loans shall be adjusted towards the prepayment after recovering interest up to the date of receipt, if this amount exceeds the pre-determined parameter of advance EMI retainable as allowed by BANDHAN BANK, from time to time. Such adjustment shall however be at the sole discretion of BANDHAN BANK.

5.6 Terminal Dates for Disbursement

Notwithstanding anything to the contrary contained herein, BANDHAN BANK may, by notice to the Borrower, suspend or cancel further disbursements of the Loan if the Loan shall not have been fully drawn within 12 months from the date of the letter of offer.

5.7 Alteration and Re-Scheduling of Equated Monthly Instalment

If the Loan is not totally drawn by the Borrower within a period of 12 months from the date of Sanction letter, the EMI may be altered and re-scheduled in such manner and to such extent as BANDHAN BANK may, in its sole discretion, decide and the repayment will be made as per the said alteration and re-scheduling notwithstanding anything stated in Article 5.2 and 5.3 and the schedule.3 and the Schedule.

5.8 Liability of Borrower(s) to be Joint and Several

The liability of the Borrower(s) to repay the Loan together with interest etc. and to observe the terms and conditions of this Agreement and any other Agreement/s, document/s, that may have been or may be executed by the Borrower(s) with **BANDHAN BANK** in respect of this Loan, is joint and several.

5.9 Termination of Borrower(s) from Employment.

Upon the Borrower opting for any scheme or accepting any offer from his employer providing for any benefit for resigning or retiring from the employment prior to superannuation, or upon the employer terminating his employment for any reason or upon the Borrower resigning or retiring from the service of the employer for any reason whatsoever, then notwithstanding anything to the contrary contained in this agreement or any letter or document, the entire outstanding principal amount of the Loan as well as any outstanding interest and other dues thereon shall be payable by the Borrower to BANDHAN BANK from the amount or amounts receivable by him from the employer under such scheme or offer, or any terminal benefit, as the case may be. Provided however, that in the event of the said amount or amounts being insufficient to repay the said sums to BANDHAN BANK in full, the unpaid amount remaining due to BANDHAN BANK shall be paid by the Borrower in such manner as BANDHAN BANK may in its sole discretion decide and the payment will be made by the Borrower accordingly notwithstanding anything stated in Article 5.2, 5.3, 5.4 and the Schedule.

The Borrower hereby irrevocably authorises BANDHAN BANK to communicate with and receive the said amounts from his employer directly.

The Borrower also authorises BANDHAN BANK to communicate with and receive any other amounts due to the borrower from outside agencies including amount of matured life insurance policies, annuity amounts, deposits assigned in BANDHAN BANK's favour and appropriate the amounts towards his loan outstanding.

ARTICLE 6 – SECURITY

6.1 Security for the Loan

The Borrower agrees and undertakes that the principal amount of the Loan together with interest, costs, charges, fees which includes the cost incurred by Bandhan Bank for taking out valuation report, Search report, CERSAI charges and/or any other charges, expenses, taxes, service charges and interest tax and any other dues payable by the Borrower to BANDHAN BANK under this Agreement shall be exclusively secured in such manner including by mortgage of the property described in the Schedule (as property address) as well as the collateral security(ies) as mentioned in the Sanction Letter as BANDHAN BANK shall determine in its sole discretion with BANDHAN BANK having the exclusive right to decide the timing and type of the mortgage,

including the manner of its creation, or any alternate security and/or additional security it may require and the Borrower shall create the first ranking charge by way of mortgage/security accordingly and furnish any such alternate or additional security as may be decided by BANDHAN BANK.

6.2 The Borrower shall comply with the following

- (a) To give a declaration to the effect that the Borrower has a clear and marketable title to the property to be offered as security free from reasonable doubts and encumbrances, and that the Borrower indemnifies and keeps BANDHAN BANK saved and harmless against any risk whatsoever.
- (b) To execute a demand promissory note in favour of BANDHAN BANK for the amount of the Loan.
- (c) To execute any such Agreement/s, document/s, undertaking/s that may be required now or hereafter at any time during the pendency of this Loan
- (d) Give post-dated cheques as required by BANDHAN BANK
- (e) In case the borrower has provided assignment of life insurance policy, for the security for the loan the borrower shall continue to pay its premium to the respective insurance company, during the pendency of this loan.
- (f) Give any other collateral or additional security as required by BANDHAN BANK.

ARTICLE 7 - CONDITIONS PRECEDENT TO DISBURSEMENT OF THE LOAN

7.1 (a) Utilisation of Borrower's Contribution

The Borrower confirms and declares to BANDHAN BANK that he had, prior to receiving the disbursement of the Loan this day as aforesaid, utilised his own contribution i.e. the cost of the property less BANDHAN BANK's Loan for purchase or construction of the said property, as the case may be.

(b) Compliance The borrower has assured BANDHAN BANK that he has complied with all other preconditions for disbursement of the loan.

(c) Title The Borrower confirms and declares to BANDHAN BANK that he has absolute, clear and marketable title to the property and that the said property is absolutely unencumbered and free from any liability whatsoever.

7.2 Other Conditions for Disbursement

The obligation of BANDHAN BANK to make any disbursements under the Loan Agreement shall also be subject to the conditions that:

(a) Non-existence of Event of Default

No event of default as defined in Article 8 shall have happened.

(b) Evidence for Utilisation of Disbursement

Such disbursement shall at the time of request therefore be needed immediately by the Borrower for the purpose of purchase or construction of the property as the case may be, and the Borrower shall produce such evidence of the proposed utilisation of the proceeds of the disbursements as is found satisfactory by BANDHAN BANK.

The Borrower has assured BANDHAN BANK that he has complied with all other preconditions for disbursement of the loan.

(c) Extra-ordinary Circumstances

No extra-ordinary or other circumstances shall have occurred which in the opinion of BANDHAN BANK shall make it improbable for the Borrower to fulfil his obligations under this Agreement.

(d) Utilisation of Prior Disbursement

The Borrower shall have satisfied BANDHAN BANK about the utilization of the proceeds of any prior disbursements.

(e) Pending Legal Proceedings

The Borrower shall have furnished a declaration 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 Government authority or any other competent authority which might have a material effect on the financial and other affairs of the Borrower or which might put into question the validity or performance of this Loan agreement or any of its terms and conditions.

ARTICLE 8 - EVENTS OF DEFAULT

8.1 Defaults shall be construed to have occurred if:

(a) Payment of Dues

Default shall have occurred in payment of EMIs as provided for in Article 5.2(a)/5.3(a), in payment of PEMII provided for in Article 5.2(b)/5.3(b) and in payment of any other amounts due and payable to BANDHAN BANK in terms of this Agreement.

(b) Performance of Covenants

Default shall have occurred in the performance of any other covenants, conditions or agreements on the part of the Borrower under this Agreement or any other agreements between the Borrower and BANDHAN BANK in respect of this Loan and such defaults shall have continued over a period of 30 days after

a notice thereof shall have been given to the Borrower by BANDHAN BANK.

(c) Supply of Misleading information

Any information given by the Borrower in his Loan application to BANDHAN BANK for loan facility is found to be misleading or incorrect in any material respect or any warranty referred to in Article 11 is found to be incorrect.

(d) Inability to Pay Debts

If there is reasonable apprehension that the Borrower is unable to pay his debts or proceedings for taking him into insolvency have commenced.

(e) Depreciation of Security

If the property given as security depreciates in value to such an extent that in the opinion of BANDHAN BANK, further security to the satisfaction of BANDHAN BANK should be given and such security is not given, in spite of being called upon to do so

(f) Sale or Disposal of Property

If the Borrower's property which is given as security for the Loan is sold, disposed of, charged, encumbered or alienated.

(g) Attachment or Distraint on Properties offered as Security.

If an attachment or distraint is levied on the properties offered as security or any part thereof and/or certificate proceedings are taken or commenced for recovery of any dues from the Borrower.

(h) Failure to create security.

If the Borrower fails to create security as required by BANDHAN BANK

(i) Failure to furnish Information/documents by the Borrower to BANDHAN BANK.

If the Borrower fails to provide any of the below mentioned information to BANDHAN BANK.

- I. change in the employment / profession of borrower(s) / guarantor.
- ii. any loss to the Property due to covered risk.
- iii. any litigation in relation to the Property after the Loan is availed.
- iv. possession of the Property from builder/vendor is not obtained.
- v. any documents as may be required by BANDHAN BANK.

8.2 Bankruptcy or Insolvency

Notwithstanding anything contrary mentioned in this Agreement, if the Borrower shall become bankrupt or insolvent, the principal and all outstanding EMIs / PEMIs on

the loan and any other dues shall, thereupon, become due and payable forthwith.

8.3 Notice to BANDHAN BANK on the happening of an Event of Default

If any event of default or any event which, after the notice or lapse of time or both would constitute an event of default shall have happened, the Borrower shall, forthwith, give BANDHAN BANK notice thereof in writing specifying such event of default, or such event.

ARTICLE 9 - REMEDIES OF BANDHAN BANK

9.1 If one or more of the events specified in the Article 8 (hereinafter called "events of default") shall have happened, then BANDHAN BANK, by a written notice to the Borrower, may declare the principal, all outstanding EMIs on the Loan that may be payable by the Borrower under or in terms of this Agreement and/or any other agreements, documents subsisting between the Borrower and BANDHAN BANK, and any other charges and dues to be payable. Upon such declaration and its notice to the borrower(s), the same shall become due and payable forthwith and all securities in relation to the Loan shall become enforceable, notwithstanding anything to the contrary in this Agreement and/or any other agreement/s or documents.

In such an eventuality BANDHAN BANK shall become entitled to take all such steps for recovery of its dues from the borrowers as if may deem fit. In such case, all the costs and expenses incurred by Bandhan bank including litigation expenses, Court fees, Advocates fees and/other charges incidental thereto shall be debited to the Loan Account of the Borrower(s).

9.2 In case the borrower commits default in any payments, BANDHAN BANK shall have an unqualified right to disclose or publish the name of the borrower as defaulter in such manner and through such medium and to such authority, agency, institution, etc. as BANDHAN BANK may in its absolute discretion think fit.

9.3 In the event of BANDHAN BANK disbursing more than one loan to the same borrower(s) against the security of the same/ different property(ies), BANDHAN BANK shall have an absolute discretion to adjust excess amount received in respect of one loan to the shortfall of the other loan.

The borrower(s) hereby also agrees that the security(ies) provided by him shall not be released by BANDHAN BANK until all amounts due for all loan availed from BANDHAN BANK have been fully repaid/ prepaid /settled.

ARTICLE 10 - COVENANTS

10.1 Particular Affirmative Covenants

(a) Utilisation of Loan

The Borrower shall utilise the entire Loan for the purpose as indicated by him in his Loan application and for no other purpose whatsoever.

(b) Purchase/Construction

The Borrower covenants that he shall complete the said construction as indicated by him in his Loan application or otherwise and obtain and produce to BANDHAN BANK a proper completion certificate issued by the concerned Municipal Corporation or Municipality or any other competent authority and/or the purchase documents as the case may be.

(c) Notify Causes of Delay

The Borrower shall promptly notify any event or circumstances which might operate as a cause of delay in the commencement or completion of the construction/purchase of property.

(d) Maintenance of Property

The Borrower shall maintain the property, when completed, in good order and condition and will make all necessary repairs, additions and improvements thereto during the pendency of the Loan.

(e) To notify change in employment etc.

The Borrower shall notify any change in his employment, business or profession within seven days of the change.

(f) Compliance with Rules etc. and Payment of Maintenance Charges etc.

The Borrower shall duly and punctually comply with all the terms and conditions for holding of the property and all the rules, regulations, bye-laws etc. of the concerned Co-operative society, Association, Limited Company or any other Competent Authority, and pay such maintenance and other charges for the upkeep of the property as also any other dues etc., as may be payable in respect of said property or the use thereof.

(g) Insurance

i. It shall be the Borrower's sole responsibility to ensure that the property financed and property offered as security to BANDHAN BANK is comprehensively insured against all types of risks inter alia including fire, earthquake, riot, strike, flood, damage risk, emergency risk, natural calamities and perils. The Borrower shall take out an appropriate insurance policy which would be valid for the entire term of the Loan/extended term of the Loan. The Borrower

shall submit the original insurance policy to BANDHAN BANK before the disbursement of Loan to the Borrower. BANDHAN BANK shall be made the beneficiary under the policy for a value which is not less than the Loan amount or for a value as may be required by BANDHAN BANK. BANDHAN BANK shall continue as a beneficiary so long as the Borrower has not fully re-paid the Loan to BANDHAN BANK.

It shall be the Borrower's sole responsibility to ensure that the property financed and property offered as security to BANDHAN BANK is comprehensively insured against all types of risks inter alia including fire, earthquake, riot, strike, flood, damage risk, emergency risk, natural calamities and perils. The Borrower shall take out an appropriate insurance policy which would be valid for the entire term of the Loan/extended term of the Loan. The Borrower shall submit the original insurance policy to BANDHAN BANK before the disbursement of Loan to the Borrower. BANDHAN BANK shall be made the beneficiary under the policy for a value which is not less than the Loan amount or for a value as may be required by BANDHAN BANK. BANDHAN BANK shall continue as a beneficiary so long as the Borrower has not fully re-paid the Loan to BANDHAN BANK.

- ii. In the event of loss or damage to the property and construction thereon due to insured risk, the Borrower shall promptly inform the Insurance Company and also shall inform BANDHAN BANK. The Borrower shall be continued to be held responsible to renew the policy till the Loan amount is fully repaid by the Borrower. In case the Borrower fails to renew the policy during the term of the Loan/extended term of the Loan, on the property financed and the property offered as security to BANDHAN BANK, BANDHAN BANK may (but shall not be obliged/bound to) renew such insurance at the cost of the Borrower. Any premium paid by BANDHAN BANK for the renewal of the policy on behalf of the Borrower and any such cost, charges and expenses incurred by BANDHAN BANK shall be charged to the Borrower's Loan account or the same shall be paid by the Borrower to BANDHAN BANK on demand forthwith, failing which, BANDHAN BANK shall hold the Borrower responsible for any and all direct and indirect and also consequential losses which could arise as a result of any damage to the property and in addition, be liable to repay the Loan immediately.
- iii. The borrowers shall be solely and exclusively liable to bear all consequences,

in the case of any eventuality, if the premium or outgoing are not paid and/or the policy is not kept alive.

BANDHAN BANK shall not be responsible in any manner, and furthermore, the borrower/s shall continue to be held responsible to repay all his loan obligations.

- iv. It shall be the Borrower's sole responsibility to keep alive the Insurance Policy/ Policies assigned in favour of BANDHAN BANK by paying on time the premium as they fall due and produce the receipts to BANDHAN BANK whenever required.
- v. BANDHAN BANK 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 amortization schedule in any manner as it may deem fit notwithstanding anything to the contrary contained in this Agreement or any other document or paper.

(h) Loss/Damage to property

The Borrower shall promptly inform BANDHAN BANK of any loss or damage to the property which the Borrower may suffer due to any force majeure or act of God, against which the property may not have been insured or for any other reason whatsoever

10.2 Notify Additions, Alterations

The Borrower shall notify and furnish details of any additions to or alterations in the property which might be made/ proposed to be made during the pendency of the Loan.

10.3 BANDHAN BANK's Right to Inspect

The Borrower agrees that BANDHAN BANK or any person authorised by it shall have free access to the property for the purpose of inspection/supervision and inspecting the progress of construction and the accounts of construction to ensure proper utilisation of the Loan. The Borrower further agrees that BANDHAN BANK or its representative shall have free access to the property for the purpose of inspection at any time during the pendency of the Loan.

10.4 Negative Covenants Unless BANDHAN BANK shall otherwise agree:

- (a) Possession** The Borrower shall not let out or otherwise howsoever part with the possession of the property or any part thereof.
- (b) Alienation** The Borrower shall not sell, mortgage, lease, surrender or otherwise howsoever alienate the property or any part thereof.

(c) Agreements and Arrangements

The Borrower shall not enter into any Agreement or Arrangement with any person, institution or local or Government body for the use, occupation or disposal of the said property or any part thereof during the pendency of the Loan.

(d) Change of Use

The Borrower shall not change the use of the property. If the property is used for any purpose other than the one mentioned in the Loan application, in addition to any other action which BANDHAN BANK might take, BANDHAN BANK shall be entitled to charge, in its sole discretion, such higher rate of interest as it might fix in the circumstances of the case.

(e) Merger

The Borrower shall not amalgamate or merge his property with any other adjacent property nor shall he create any right of way or any other easement on the property.

(f) Leaving India

The Borrower shall not leave India for employment or business or for long term stay abroad without fully repaying the Loan then outstanding together with interest and other dues and charges including prepayment charges as per the rules of BANDHAN BANK then in force.

10.5 Appropriation of payments

Unless otherwise agreed to by BANDHAN BANK, any payment due and payable under the Loan Agreement and made by the Borrower would be appropriated towards such dues in the order, namely:

1. Costs, charges, expenses, incidental charges, taxes, interest tax, service tax as applicable and other monies that may have been expended by BANDHAN BANK in connection with recovery;
2. cheque bounce charges;
3. Additional interest and/or liquidated damages on defaulted amounts;
4. Interest loss due to dishonour of cheque;
5. Prepayment charge and fees;
6. Interest including PEMII
7. Interest including outstanding EMI;
8. EMI;
9. Principal amount of the Loan.

10.6 Change in address

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

10.7 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.

10.8 INDEMNIFICATION

The Borrower undertakes to indemnify and keep Bandhan Bank and its officers/employees fully indemnified and harmless from and against all forms of losses caused to Bandhan Bank, 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 party claims or claims from regulators or investment authorities. The Borrower undertakes to immediately upon the occurrence of the loss caused to Bandhan Bank, pay to the Bandhan Bank any amount on this account without any demur, reservation, contest, protest, whatsoever failing which it shall be construed as an event of default on the part of the Borrower

ARTICLE 11 - BORROWER'S WARRANTIES

11.1 The Borrower hereby warrants and undertakes to BANDHAN BANK as follows:

(a) Confirmation of Loan Application

The Borrower confirms the accuracy of the information given in his Loan application made to BANDHAN BANK and any prior or subsequent information or explanation given to BANDHAN BANK in this behalf. The Borrower also warrants and undertakes that no material information including other liabilities has been suppressed by him in this loan application.

(b) Disclosure of Material Changes

That subsequent to the said Loan application there has been no material change which would affect the purchase / construction of the property or the grant of the Loan as proposed in the Loan application.

(c) Charges and Encumbrances

That there are no mortgages, charges, lis pendens or liens or other encumbrances or any rights of way, light or water or other easements or right of support on the whole or any part of the property of the Borrower.

(d) Permissions, Plans etc.

That he has scrutinised and is satisfied with the building plan, commencement certificate and all the requisite permissions pertaining to the property and that the construction is as per the approved plan and of a satisfactory quality.

(e) Litigation

That the Borrower is not a party to any litigation of a material character and that the Borrower is not aware of any facts likely to give rise to such litigation or to material claims against the Borrower.

(f) Disclosure of Defects in Property

That the Borrower is not aware of any document, judgement or legal process or other charges of any latent or patent defect affecting the title of the property or of any material defect in the property or its title which has remained undisclosed and/or which may affect BANDHAN BANK prejudicially.

(g) Public Schemes Affecting the Borrower's Property

That the Borrower's 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.

(h) Infringement of local Laws

That no suit is pending in the Municipal Magistrate's Court or any other Court of Law in respect of the property to be mortgaged with BANDHAN BANK nor has the Borrower been served with any Notice for infringing the provisions of the Municipal Act or any Act relating to local bodies or Gram Panchayats or Local Authorities or with any other process under any of these Acts.

(i) Disclosure of facts

That the Borrower has disclosed all facts relating to his property to BANDHAN BANK and will make available to them all the title deeds in his possession.

(j) The Prevention of Money Laundering Act, 2002

The Borrower declares that all the amounts including the amount of own contribution paid/ payable in connection with the property, as well as any security of the loan, is/ shall be through legitimate source and does not /shall not constitute an offence of Money Laundering under The Prevention of Money Laundering Act, 2002.

11.2 Undertaking

The Borrower declares and confirms that he shall not violate/ has not violated any of the provisions of the sanctioned plan issued/to be issued by the competent authority and/or other permission AND the construction shall be/ built up property, has been constructed strictly as per the sanctioned plan and/or the

building bye-laws and as far as possible has a completion certificate also.

The Borrower declares and confirms that it shall be the sole responsibility of the Borrower to obtain the completion certificate within 3 months of completion of construction of the unit / project and submit to BANDHAN BANK, as and when called upon by BANDHAN BANK, failing which BANDHAN BANK shall have the authority to recall the entire loan with interest, costs and other charges.

The Borrower declares and confirms that the Borrower shall obtain an Architect Certificate at various stages of construction / before disbursement that the construction of the building is strictly as per the sanctioned plan and/or the bye laws, and shall also obtain such an Architect certificate that the completion certificate of the building issued by the competent authority has been obtained. The Borrower shall be obliged to submit the said certificate to BANDHAN BANK, as and when called upon by BANDHAN BANK.

The Borrower confirms that the property for which finance is being availed by the Borrower does not fall in the category of unauthorized colonies and that the finance being sought for by him is only for an authorised and lawful structure.

The Borrower further state that the intended purpose of the property being residential/ commercial, as stated in his loan application form is correct and he shall not change the purpose of use at any point of time, till the loan dues remain outstanding. The Borrower confirms that the property is permissible to be used for the purpose he has stated in his loan application form submitted to BANDHAN BANK and he shall strictly be using the property only for that purpose.

The Borrower declares and confirms that it shall be his sole responsibility to obtain all or any permission / approvals / certificates and submit the same to BANDHAN BANK within a reasonable time period and in case of failure on his part to complete all or any of the formalities, the Borrowers shall be solely responsible to bear all direct and indirect cost, expenses, including consequential damages.

The Borrower declares and confirms that he has not charged, mortgaged or in any way or manner whatsoever alienated or encumbered the said property or part of the property and he has an absolute clear and marketable title over the property. The Borrower further declares that the property is free from any charge, encumbrance, attachment and lien whatsoever and the Borrower had checked and verified the title of the property including the title deeds. Plans and permissions etc. and confirmed that there is no action, suit,

proceedings or investigations pending to his knowledge or threatened by/ or against him before any Court of Law or any other competent authority.

The Borrower (s) declare and confirm that they have carried out the due diligence of the Project and after satisfying with the plans and permissions approved by the competent authorities, the Borrower(s) have booked the property and applied for the loan with Bandhan Bank. Further, Bandhan Bank at the request and instance of the Borrower(s) has disbursed the loan to the developer as per the authority given by the Borrower(s) and in case there is late/non registration of the Project by the developer with RERA and/or non-compliance of the procedures/conditions by the Builders as mentioned under the RERA Act and the Rules framed thereunder from time to time then in that case the Borrower(s) shall take the necessary legal actions/steps directly against the Builders/Developers/Promoter and Bandhan Bank shall not be held liable and/or responsible for the same.

The Borrowers(s) do hereby undertake that in case of non-compliance of the conditions as mentioned in the Paragraph above, Bandhan Bank can stop the further disbursement of loan and it shall be treated as event of default and Bandhan Bank by written notice recall the entire loan from the Borrower(s) and the Borrower(s) shall be liable to repay the loan with interest, additional interest, costs, charges etc.

The Borrower undertakes and confirms that he shall ensure that the right/ interest in the property shall not be sold/ transferred / mortgaged / charged / encumbered or alienated in any manner whatsoever, until the repayment of the entire loan to BANDHAN BANK or until he has obtained a prior written approval for the same from BANDHAN BANK.

The Borrower declares and undertakes to keep BANDHAN BANK fully indemnified, saved and kept harmless from or against any and all claims, losses, damages, costs, liabilities and expenses, incurred, suffered or paid by BANDHAN BANK or required to be incurred, suffered or paid by BANDHAN BANK and against all demands, actions, suits, proceedings made, filed, instituted against BANDHAN BANK in connection with or arising out of or relating to any defect in or deviation in the construction of the said premises and or plans not being approved by the competent authorities, or any actions taken in respect of the said property described in the schedule.

The Borrower declares and undertakes to pay forthwith upon demand by BANDHAN BANK at any time, without any demur or contest, the entire loan along with interests, costs

and charges. The Borrower agrees that in case he fails to abide by any of the aforesaid conditions, BANDHAN BANK shall have the authority to recall the entire loan with interest, costs and other charges.

11.3 Due Payments of Public and Other Demands

That the Borrower has paid all public demands such as Income Tax 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.

Notwithstanding anything contained in this Loan Agreement the borrower is aware that in order to avail/ claim benefit under the Income Tax Act (as in force from time to time) all the payments for the period up to March 31 would need to be paid by him on or before March 31 every year so that the same can be reflected in his statement of accounts for the concerned financial year.

11.4 SARFAESI Act

That the borrower is well aware that the Central Government has notified BANDHAN BANK to be treated as a "Financial Institution" under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 (54 of 2002), (SARFAESI Act).

11.5 BANDHAN BANK's rules

It shall be the Borrower's obligation to keep himself acquainted with the rules of BANDHAN BANK, herein referred to, in force from time to time

ARTICLE 12 - WAIVER

12.1 Waiver not to Impair the Rights of BANDHAN BANK

No delay in exercising or omission to exercise, any right, power or remedy accruing to BANDHAN BANK upon any default under this Agreement, or any other Agreement or document shall impair any such rights, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default; nor shall the action or inaction of BANDHAN BANK in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of BANDHAN BANK in respect of any other default.

ARTICLE 13 - EFFECTIVE DATE OF AGREEMENT

13.1 Agreement to Become Effective from the Date of Execution

The Agreement shall have become binding on the Borrower and BANDHAN BANK on and from the date of execution hereof. It shall be in force till all the monies due and payable to

BANDHAN BANK under this Agreement as well as all other agreement/s, document/s that may be subsisting/executed between the Borrower and BANDHAN BANK are fully paid.

ARTICLE 14 - MISCELLANEOUS

14.1 Place and Mode of Payment by the Borrower

All monies due and payable by the Borrower to BANDHAN BANK under the terms of this Agreement shall be paid at the registered office or the concerned regional/branch office of BANDHAN BANK by cheque, or bank draft, drawn in favour of BANDHAN BANK on a scheduled bank in the town or city where such registered office/branch/regional office is situated or in any other manner as may be approved by BANDHAN BANK and shall be so paid as to enable 'BANDHAN BANK to realise the amount sought to be paid on or before the due date to which the payment relates. Credit for all payments by cheque/bank draft drawn will be given only on realisation thereof by BANDHAN BANK.

14.2 Inspection, Assign, Transfer etc

- (a) BANDHAN BANK shall have the options to obtain any refinance facility or loan from any bank, company institution or body, against any security that may have been furnished by the borrower to BANDHAN BANK.
- (b) The Borrower shall permit inspection of all books of account and documents and records maintained by him in relation to the Loan to officials of BANDHAN BANK. The Borrower shall also permit such inspection by persons, companies, auditors, banks or institutions recognised by BANDHAN BANK and informed to the Borrower.
- (c) BANDHAN BANK shall have the right to create charge over the property in favour of any company, bank, institution or body by way of security for any refinance facility or any Loan availed of by BANDHAN BANK from such company, bank, institution or body. BANDHAN BANK shall also have the right to transfer or assign the mortgage over the property along with all other securities provided by the borrower(s) in favour of any company, bank, institution or body in connection with any sale or transfer of the Loan by BANDHAN BANK to them.
- (d) BANDHAN BANK shall have the authority to make available any information contained in the Loan application form and/or any document or paper or statement submitted to BANDHAN BANK by or on behalf of the Borrower and/or pertaining or relating to the Borrower and/or to the Loan including as to its repayment conduct, to any rating or other agency or institution or' body as BANDHAN BANK in its sole discretion may deem fit.

BANDHAN BANK shall also have the authority to seek and/or receive any information as it may deem fit in connection with the Loan and/or the Borrower from any source or person or entity to whom the Borrower hereby authorises to furnish such information.

14.3 Expenses of preservation of Property of the Borrower and of collection

All reasonable costs incurred by BANDHAN BANK after an event of default has occurred in connection with:

- i. Preservation of the Borrower's assets (whether now or hereafter existing), OR
- ii. Collection of amounts dues under this Agreement may be charged to the Borrower and reimbursed to BANDHAN BANK as BANDHAN BANK shall specify.

14.4 BANDHAN BANK to have first charge

BANDHAN BANK will have first charge on the amount available from acquisition if a part or whole of the Property under this Agreement is acquired by law/ a competent authority. That means, BANDHAN BANK will receive such amount from acquisition towards outstanding dues, principal, interest, other charges and any amount left after appropriation only will be given to the Borrower. The Borrower shall inform BANDHAN BANK immediately about any public notice, correspondence, etc. received by him. If the Property under this Agreement comes under acquisition by law, the Borrower shall bear all expenses to facilitate BANDHAN BANK's participation in the acquisition proceedings.

14.5 Issue of certificates

BANDHAN BANK may issue suitable certificate as regards payment of any amounts paid by the Borrower to BANDHAN BANK in terms of this Agreement only if the Borrower has paid all amounts due under this Agreement to BANDHAN BANK and the Borrower has complied with all the terms of this Agreement.

14.6 Communication with third party etc.

In the event of default, BANDHAN BANK shall be entitled to communicate, in any manner it may deem fit, to or with any person or persons with a view to receiving assistance of such person or persons in recovering of the defaulted amounts. BANDHAN BANK's

representatives shall be entitled to visit the Property and/or any place of work of the Borrower.

14.7 All the terms and conditions mentioned in the offer letter will be considered as a part of this Agreement. However, the contents of this agreement will be considered binding if any contradiction is found between contents of this agreement and those in the offer-letter.

14.8 BANDHAN BANK may allow conversion and/or rate revision in Rate of Interest (ROI) and such revised offer letter shall also form part of this agreement.

14.9 The Borrower agrees and confirms as follows:

- (a) BANDHAN BANK may return the documents of title to either/any of the Borrowers notwithstanding any contrary advice/intimation from either/any of the Borrowers at a later date;
- (b) BANDHAN BANK 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 amortisation schedule in any manner as it may deem fit notwithstanding anything to the contrary contained in this Agreement or any other document or paper.

14.10 Service of Notice

Any notice or request required or permitted to be given or made under this Agreement to BANDHAN BANK or to the Borrower shall be given in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand, mail or telegram to the party to which it is required or permitted to be given or made at such party's address specified below or at such other address as such party shall have designated by Notice to the party giving such notice or making such request:

- (i) Regional Office: BANDHAN BANK LIMITED,
Netaji Marg, Near Mithakhali
Six Roads, Ellisbridge,
Ahmedabad - 380006
- (ii) For the Borrower: The residential address and /or the property address described in the Schedule.

SCHEDULE

Place and Date of Loan Agreement

Place: _____

Date: _____

Name of the Borrower

Name of the Co-Borrower/(s)

Loan A/c. No.: _____

AmorsationFrequency: _____

Interest Type: _____

Loan Purpose: _____

Residential Address

Article Reference

Article 2.1 Loan Amount

Rs. _____ (Rupees _____ only)

Article Reference

Article 2.1 Loan Amount

Rs. _____ (Rupees _____ only)

(a) Present Benchmark Rate (Repo Linked Lending Rate) _____ % per annum.

(b) Spread _____ % per annum.

(c) Adjusted / Applicable rate of interest _____ % per annum.

For Fixed Rate of Interest

(a) Applicable rate of interest _____ % per annum.

Article 4.1 Details of Disbursement

Rs. _____ (Rupees _____ only)

by cheque No./D.D. No. _____ dated _____ drawn on _____

Article 5.2, 5.3 Amorsation

(a) Terms of repayment _____ years.

(b) EMI Rs. _____

(c) Number of EMIs _____

(d) Date of Commencement of EMI 1st Day of _____

(e) Due date of payment of first EMI 5th Day of _____

(f) Balloon Payment Rs. _____ on _____ (date)

Rs. _____ on _____ (date)

Article 6 Description of property

IN WITNESS WHEREOF the Parties hereto have executed these presents on the day, month and year first above written and in the manner hereinafter mentioned.

Signed and Delivered by the within-named Borrowers

1. Mr./Ms./M/s. _____ X _____

2. Mr./Ms./M/s. _____ X _____

3. Mr./Ms./M/s. _____ X _____

Signed and Delivered by the within-named

by the hand of Mr./Ms. _____

RECEIVED the day and year first above-written from the

BANDHAN BANK LIMITED

Its constituted aorney / authorised official

within named BANDHAN BANK LIMITED the

sum of Rs. _____

(Rupees _____

_____ only)

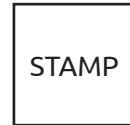
as detailed in the schedule in favour of

_____ as the payee.

DEMAND PROMISSORY NOTE

Rs: _____

ON DEMAND, I/WE, _____, promise to pay to BANDHAN BANK LTD ("LENDER") or order the sum of Rs _____ (Rupees _____ only) together with interest from the date hereof, at _____% per annum of such other rate as the Lender may fix from time to time, compounding and payable with daily/ Monthly / quarterly rests, for value received.



Signed and Delivered by within Named

Borrower

Co Borrower

Place: _____

Date: _____

The Borrower/s has / have to sign across the revenue stamp & DP Note.

D. P NOTE TAKE DELIVERY LETTER

To:

Bandhan Bank Ltd

(The "Lender")

Dear Sir/Madam,

Please take delivery of the accompanying Demand Promissory Note dated _____ for Rs _____ (Rupees _____ only) made by me/us on favour of the Lender ("DPN"). I / We do hereby also waive my / our 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 (but not obliged) to give time for payment to me / us without discharging me 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 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.

Borrower

Co Borrower

Place: _____

Date: _____