



Agreement for
Loan for Property Purchase/
Loan Against Property

between _____

and Deutsche Bank AG, India

(To be stamped with appropriate stamp duty amount)

This loan agreement ("Agreement") is made at the place and on the date stated in the Schedule attached hereto

BETWEEN

Deutsche Bank AG, a banking company incorporated and existing under the laws of Federal Republic of Germany having its registered office at Taunusanlage 12, D - 60325 Frankfurt, and acting through its branch in India mentioned in the Schedule, hereinafter referred to as "Bank" (which expression shall unless the context otherwise requires, include its successors and assigns) of the One Part

AND

The borrower(s) whose name(s) and address(es) are stated in the Schedule and hereinafter referred to as "Borrower", which expression shall unless the context otherwise requires, include in case of an individual or proprietor of sole proprietorship, the heirs, executors and administrators of such individual or proprietor, in case of a company, its successors and assigns and in case of a partnership firm, the partner or partners for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of such partners of the Other Part:

WHEREAS the Bank is engaged in banking business in India.

AND WHEREAS the Borrower has requested the Bank to provide Loan for the purpose of purchasing the Property/ Loan against Property ("Loan") for the purpose stated in the Schedule hereto and the Bank has accepted such request on the terms and conditions set out in this Agreement

NOW THEREFORE THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS:

Article I – Definitions

1.1 The following definitions apply throughout this Agreement unless the context otherwise requires
"Branch" means the branch of the Bank situated at the place specified in the Schedule through which the Loan is disbursed and shall include any other branch where the Loan account is maintained or transferred to any time at the sole discretion of the Bank.

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

"EMI" or "Equated Monthly Installment" shall mean the amount of monthly payment necessary to amortise the Loan with interest, over the tenor of the Loan. EMI amount shall incorporate repayment of principal and payment of interest calculated on the basis of the Interest Rate, periodicity of compounding, periodicity of repayment, periodicity of effecting credits in the account so as to aim repayment of the entire liability under the Loan at the end of its tenor.

"Fixed Rate" means the rate of interest applicable on the Loan, which is fixed for a particular tenure and would convert to Floating Rate after the expiry of the initial tenure, as specified in the Schedule.

"Flexi Rate" means interest at the rate specified in the Schedule, where a part of the total Loan is on a Fixed Rate and the remaining is on Floating Rate, chosen by the Borrower, in the application form and specified in the Schedule.

"Floating Rate" for the purposes of Loan shall be as specified in the Schedule hereto.

(i) 3-Months Treasury Bill Rate (EBTL) means reference rate for your loan which is published by Financial Benchmarks India Private Limited (FBIL) or any other benchmark administrator (as designated) by the Reserve Bank of India) from time to time. The EBTL will be determined based on the rate published by FBIL as detailed in the Schedule. In the event the predetermined

date is not a Business Day, then the immediately succeeding Business Day's rate will be used. The EBTL as arrived at above will be published by the Bank and shall act as the reference rate for determining the applicable Rate of Interest payable on the Loan.

- (ii) EBTL (3 month T- bill) is the rate to which your floating rate loan is benchmarked. Applicable EBTL for your loan shall be mentioned in the schedule. The Borrower is aware that the EBTL prevailing on the date of first disbursement till the next reset date irrespective of the changes to the EBTL in the interim. Similarly effect of any subsequent change of EBTL shall be applicable from the next reset date irrespective of the changes in between 2 reset dates.

The Bank reserves the right to determine its actual lending rate on loans and advances, with reference to the EBTL, by including a spread, as the Bank deems fit.

The spread over the EBTL which shall be determined by the Bank taking into account factors like credit risk premium, business strategy cost, operating cost or any other parameter determined by the Bank from time to time. Deterioration in the credit risk profile may result in an increase in the spread.

"Improvement" includes construction, extension, modification, repair, renovation, maintenance or any act done to i) upkeep, ii) maintain and iii) enhance the utility of the Property.

"Interest Rate" means the rate at which the Bank shall compute and apply interest on the Loan, being either the Fixed Rate, Floating Rate or Flexi Rate as specified in the Schedule amended from time to time by the Bank.

"PEMII" or "Pre Equated Monthly Installment Interest" means interest at the rate specified in the Schedule of this Agreement from the date/ respective dates of disbursement up to the date immediately prior to the date of commencement of EMI rounded off to the next rupee and includes:

- (i) moratorium/ holiday period for payment of interest or concessional interest granted at the discretion of the Bank; or
- (ii) simple interest levied for repayment of principal amount of Loan.

"Prepayment" means premature repayment of the Loan in part or full by the Borrower ahead of the repayment tenor specified in the Schedule.

"Prepayment Charges" means charges levied by Bank for prepayment as specified in the Schedule.

"Property" shall mean and include any residential property (including a plot of land with or without construction thereon or a flat in a building or a stand alone bungalow on a plot of land or a row house or a commercial structure in the nature of a building/ showroom etc. there on), shop/ commercial unit, industrial plot of land with or without an industrial shed/ gala/ factory thereon, warehouse/ godown with or without the plot of land on which it is constructed. The Property is more particularly described in Schedule hereto Property shall include the improvements made or occurred to it whether or not by utilising the Loan proceeds and also all benefits arising out of the Property.

"Schedule" means the Schedule appended to this Agreement, as may be amended or modified by the Bank from time to time. Any amendments in the Schedule in respect of fees, rate and charges applicable on the Loan shall be available in all the branches of the Bank and at the website of the Bank. Such amended Schedule shall supersede the fees, rates and charges stated in the Schedule to this Agreement.

1.2 The term 'Borrower' expressed in the masculine gender wherever the context so requires shall mean and include the feminine gender and third gender also.

1.3 In this Agreement unless the context otherwise requires:

- (a) references to Articles are to be construed as references to the Articles of this Agreement and references to Schedules are to be construed as references to the Schedule to this Agreement and any supplementary or additional Schedule, from time to time executed by the parties and references to this Agreement include references to all such Schedules attached from time to time;
- (b) references to a person shall be construed as including references to an individual, firm, the

- Bank or other body, whether incorporated or not;
- (c) references to a "business day" shall be construed as a reference to a day (other than a Public Holiday or Sunday) on which Banks are generally open for business in the place of execution of this Agreement specified in the Schedule; and
- (d) words importing the plural shall include the singular and vice-versa.
- 1.4 Article Headings are inserted for sake of convenience only and shall not affect the interpretation of the provision thereof.

Article II Loan, Interest, etc.

- 2.1 **Amount of Loan.** The Borrower agrees to borrow from the Bank and the Bank, relying on the representations, covenants and undertaking of the Borrower set forth herein and in the application for the Loan, agrees to lend to the Borrower a sum stated in the Schedule to this Agreement. The Loan amount that would be disbursed to the Borrower shall be equivalent to the amount specified in the Schedule irrespective of any other amount communicated or committed by the Bank in the Loan sanction letter or any other communication of the Bank.
- 2.2 **Purpose of Loan.** The purpose of the Loan is to finance the acquisition, purchase or construction of the Property identified in the Schedule hereto or use of funds for personal/ business purposes (as specified in the Schedule) against the security of the Property identified in the Schedule hereto as the case may be.
- 2.3 **Interest.** The Interest Rate applicable on the Loan shall be as stated in the Schedule hereto unless varied in terms of this Agreement. Interest on the Loan shall begin to accrue and become payable from the date of disbursement of the Loan signified by issuance of disbursement pay order/ demand draft or otherwise, without the Bank concerning itself with the receipt of such disbursement by the beneficiary/ recipient and also with the realisation of such pay order/ demand draft or the time taken in such realisation.
- 2.4 **PEMII.** Until the commencement of repayment of Loan by EMI, PEMII shall be payable every month. Payment of EMI shall commence upon full disbursement of the Loan or on the specific request of the Borrower in case of partly disbursed Loan.
- 2.5 **Computation of Interest.** Interest on the Loan shall be computed and debited to the Loan account:
- i) on the day mentioned in the Schedule;
 - ii) taking the basis of number of days in the year (365 or 366 as the case may be) and calculated at monthly rests; and
 - iii) at the Interest Rate stated in the Schedule or as may be revised by the Bank from time to time.
- The Floating Rate shall be reviewed by the Bank from time to time on the Interest Rate reset dates mentioned in the Schedule. In case of Floating Rate, upon any change in Interest Rate or if the Borrower makes prepayment, then either the EMI or loan tenor will change, at the discretion of the Bank.

2.6 Taxes.

- 2.6.1 The Borrower hereby agrees to comply with the below stated tax related conditions (below tax clause is applicable for the client located in India):-
- Direct Taxes:**
- (i) All Deutsche Bank A.G. branches in India (hereinafter referred to as 'DBAG India' / 'DB') hold annual withholding tax ('WHT') exemption certificate, issued by the Indian Revenue Authorities (IRA) under section 195(3) of the Income Tax Act, 1961. The WHT exemption certificate is applicable to all sums received by DBAG India only on its own account and not on the account of any Deutsche Bank Branch outside India. It is hereby confirmed that the amounts received/ receivable by DBAG India under this agreement / letter is on account of DBAG India/ DB. The WHT exemption certificate entitles DBAG India to receive any sum without any deduction of tax at source. In view of the aforesaid the Borrower confirms that it shall not deduct/ withhold tax on payments to DBAG India. A copy of the certificate will be available on request.
 - (ii) For subsequent year (s), DB would hand over the WHT exemption certificate as soon as it is received from IRA. If such certificate is not received by the Borrower for the subsequent years,

the Borrower, before making payment to DB, shall seek requisite clarification from DB on the WHT exemption certificate status and also ask for the copy of the WHT exemption certificate.

In the event DB is unable to provide such renewed WHT exemption certificate to the Borrower the Borrower shall make that Tax deduction and deliver to DB a tax deduction certificate in the format prescribed under the Income Tax Rules, 1962 (Rules) and within the timelines prescribed under the Rules.

Where the amount to be paid by the borrower is recovered by DB through debit to the borrower's bank account with DB, DB will reimburse the borrower the TDS amount that would be deposited by the borrower, once borrower submit the evidence of TDS amount deposited against DBAG's PAN number. In such case borrower to deliver the TDS certificate immediately post uploading the quarterly TDS statement.

- (iii) If the Borrower wherever required,
 - a) fails to withhold and/or deposit required tax withheld or
 - b) fails to deliver the tax deduction certificate within timelines prescribed under the Income Tax Act, 1961 and Rules there under to DB or
 - c) if the credit of taxes withheld is not appearing online to the credit of DB on the relevant official website of the tax department,the Borrower shall correct this within 30 days from the date of intimation by DB.
- (iv) In case the failure as per above clause (iii) is not corrected by the Borrower within 30 days, the Borrower shall, forthwith on demand from DB or within the timelines as agreed between the parties to this Agreement, promptly indemnify DB against the loss, charge, expense, penalty along with interest incurred or to be incurred by DB in connection therewith.
- (v) The Permanent Account Number (PAN) of DB is AAACD1390F.

Indirect Taxes:

- (i) All amounts (including but not limited to break cost, processing fee or any other fee and expenses including out of pocket expenses reimbursable to DB) due to DB from the Borrower shall be deemed to be exclusive of any Indirect Tax.
- (ii) If any Indirect Tax is applicable on the supply by DB to the Borrower under this Agreement / Letter or if DB is required to make payment of Indirect Tax on such supply, DB shall recover from the Borrower such amount of Indirect Tax along with the amount due under this Agreement / Letter through issuance of a Tax Invoice / Debit Note and the Borrower shall pay DB such Indirect Tax over and above the amount due to DB, referred at (i) above.
- (iii) DB would issue credit note in case of any downward revision in value or other changes as allowed under GST law. Separately, in case borrower identifies any specific points which require an issue of credit note as permitted under GST law, borrower would need to inform DB on or before September of the next financial year to which the invoice pertains as per timelines provided under GST law.
- (iv) The Borrower undertakes to provide GSTIN, the address to which Tax Invoice is to be issued, GSTIN certificate and such other information / documents, as may be required by DB, to adhere to statutory compliances as applicable under Tax Law for issuing Tax Invoice. DB shall not be responsible for verification of GSTIN provided by the Borrower. In case the details provided by the Borrower are incorrect owing to which DB is again required to deposit tax, along interest or penalty (considering the correct GSTIN), then, DB will recover such tax, interest, and penalty from borrower to deposit the same to proper GST authority along with applicable GST.

- (v) If the Borrower fails to provide the GSTIN to DB before the Tax Invoice is issued, the Borrower shall be treated as 'unregistered' and no adjustment pertaining to Tax Invoice already issued will be carried out subsequently. GSTIN provided by Client will be considered only for the invoices issued from the date of provision of GSTIN by Client.
- (vi) Both parties acknowledge and agree that in the event of any enquiry, scrutiny, audit, assessment or any other proceedings initiated by Tax authorities, both parties shall fully co-operate with each other by furnishing the relevant information related to the service provided under this Agreement in reasonable time, as may be required by any of the party.

"Tax" means all forms of present and future taxes, including but not limited to (1) Direct Taxes on income including tax deducted at source (referred to as TDS or WHT) and (2) Indirect Tax which includes Goods and Service Tax (GST) or any other tax of similar nature and any interest, additional taxation, penalty, surcharge or fine in connection therewith and "Taxes" shall be construed accordingly.

"Tax Laws" means the prevalent Tax laws and rules thereunder, or any amendments thereto, in India at the Central, State or Municipal/local level.

2.6.2 The Borrower hereby agrees to comply with the below stated tax related conditions (below tax clause is applicable for the client located outside India):

Direct Taxes:

- (i) DB holds withholding tax ('WHT') exemption certificate issued by the tax authorities under section 195(3) of the Income Tax Act, 1961. This is valid for the financial year 2020-21 (1 April 2020 to 31 March 2021). Accordingly, no WHT is required on payments to DB by the Company. The copy of the subject WHT exemption certificate will be handed over to the Company either upfront or when requested.
- (ii) For any subsequent year, DB would hand over the copy of the WHT exemption certificate as and when DB obtains it from the concerned tax authorities. In case of the WHT exemption certificate copy is not made available upfront, the Company agrees to approach DB for obtaining the WHT exemption certificate before making payment to DB.
- (iii) Post asking by the Company, if WHT exemption certificate is not made available and if the Company is required to make a tax deduction from payment to DB, the Company shall make that Tax deduction and deliver to DB a tax deduction certificate in the format prescribed under the Income Tax Rules, 1962 and within the timelines prescribed under the Income Tax Rules, 1962.

The Permanent Account Number (PAN) of DB is AAACD1390F.

Indirect Taxes

- (a) All amounts due under this Agreement (including but not limited to fee and reimbursement of expenses) by the Company to DB shall be deemed to be exclusive of any Indirect Tax (includes Goods and Services Tax and similar such other applicable Indirect Taxes in India).
- (b) If any Indirect Tax (as mentioned above) is payable on any amount due to DB under this Agreement, DB shall recover such Indirect Tax in addition to such amount from the Company through issuance of a Tax Invoice/ Debit Note and the Company shall forthwith pay on demand to DB an amount equal to such Indirect Tax charged.
- (c) Without prejudice to above, if DB is required to make any payment of or on account of Indirect Tax, in relation to the transaction, the Company shall, within 3 business days of demand by DB, promptly pay DB such Indirect Tax paid.

'Taxes' means all forms of present and future taxation including but not limited to (i) direct taxes on income including Tax Deducted at Source (referred to as TDS or WHT) and (ii) Indirect Taxes including goods and service tax (GST) or any Tax of similar nature) and any interest, additional taxation penalty, surcharge or fine arising out of any misrepresentation, or omission on part of the Company in connection therewith, and "Taxes" shall be construed accordingly.

Under Tax Laws of the Country other than India:

All fees and other amounts payable to DB pursuant to this Agreement shall be paid free and clear of, and without deduction or withholding on account of, Taxes of any kind. If any Taxes are levied or imposed, the Company agrees to bear on its own account and pay the full amount of such Taxes, and such additional amounts as may be necessary so that every net payment of all amounts, after withholding or deduction for or on account of any Taxes, will not be less than the amount provided for herein.

The responsibility to deposit such applicable taxes and to carry out other compliance in respect of such taxes shall remain the responsibility of the Company.

'Taxes' here includes but are not limited to direct taxes on income (in Indian context taxes such as 'Income Tax' including Tax Deducted at Source (referred to as TDS or WHT and in the context of country outside India Income Tax and or any other similar taxes including Withholding Taxes) Indirect Taxes (in Indian context taxes such as goods and service tax and/ or other similar taxes presently applicable or may become applicable in future, and in the context of country outside India Goods & Service Tax also referred to as GST, Value Added Tax also referred to as VAT etc. and/or other similar taxes presently applicable or may become applicable in future)

- 2.7 Fees, Charges, Costs and Claims.** The Borrower agrees to and shall bear fees, charges and costs including administrative fees, transaction fees, charges towards issuance of duplicate statement/s, cheque bouncing charges, etc. as specified in the Schedule and/ or the Bank's standard schedule of charges, which the Borrower shall reimburse to the Bank separately. The Bank, may, in its sole discretion and with prior notice to the Borrower revise the fees, charges and costs including administrative fees, charges towards issuance of duplicate statement/s, cheque bouncing charges, etc. as specified in the Schedule and/ or the Bank's standard schedule of charges. Such revised fees, charges and costs shall be communicated in the Bank's standard schedule of charges displayed on the Bank's website and at branches of the Bank and the same shall be applicable from the effective date mentioned therein. The Bank shall also be entitled to recover from the Borrower all costs, charges or expenses incurred or claims suffered by the Bank in connection with the Loan, including on account of execution and stamping of this Agreement, stamp duty payable on creation of security and additional security, if any, and any other documentation or towards enforcement of such security created pursuant to this Agreement. The Bank shall be entitled to debit all such amounts, charges and expenses to the Borrower's Loan account, unless separately reimbursed to the Bank by the Borrower. Till the reimbursement or payment of these amounts to the Bank, such amounts shall form part of the Loan. Any residual unpaid delinquency charges/ late payment fees along with applicable interest thereon may be collected by the Bank at the maturity of the Loan.
- 2.8 Default Interest Rate.** All amounts in default for payment (i.e. not paid by the Borrower when due to the Bank) including arrears of EMI, PEMII, fees, costs, charges and expenses debited to the Loan account shall attract interest at Default Interest Rate to be compounded monthly. No notice, reminder or intimation shall be given to the Borrower regarding the Borrower's obligation and responsibility to ensure prompt and regular payment of interest, EMI and/ or the PEMII.
- 2.9 Revision in Interest Rate.** The Bank, may, in its sole discretion (or having regard to the applicable regulations, conditions in money market or in keeping with its internal policies or regulatory requirements), revise the Interest Rate and Default Interest Rate on the Loan, after notifying the Borrower and Interest Rate and Default Interest Rate shall, from the date of such revision, accrue at such revised rate. If the Bank revises the Interest Rate on the Loan prior to the full disbursement of the Loan, it shall have a right to

effect, at its sole discretion, such revised rate on the entire or any part of the Loan and the Borrower will be liable to pay such revised amounts. The Bank reserves the right to effect changes in the Interest Rates, and the mode and basis of calculation thereof, as mandated by the Reserve Bank of India from time to time. In case of Floating Rate, if there is change in interest rates the Bank may, at its sole discretion: (i) change the tenor of the Loan and EMI would remain constant or (ii) EMI amount would change and tenor would remain unchanged or (iii) change both the tenor of the Loan and the EMI amount, as may be necessary.

2.10 Mode of Disbursement. The Bank may disburse the Loan either in lump sum or in case of Home Loan, Property Purchase Loan, in suitable installments to be decided by the Bank with reference to the need or progress of construction, which decision shall be final and binding on the Borrower. The disbursement shall be made by the Bank by issuing a Banker's Pay Order or a Demand Draft crossed as "A/c Payee only" or through a credit to a designated bank account, details whereof are communicated by the Borrower to the Bank:

- (i) in case of Home Loan, Property Purchase Loan, in the name of
 - a) the seller or owner or developer towards payment of the purchase price of the Property from whom the Property is being purchased by utilising the Loan;
 - b) the materials supplier, civil contractor or any other person as notified by the Borrower for payment towards the materials, labour or professional costs, towards the construction or Improvement of the Property;
 - c) the previous financier towards the repayment of the previous loan to be taken over by utilising the Loan and/ or
 - d) any other entity/ individual with the mutual consent of the Borrower and the Bank.
- (ii) in case of Loan Against Property, in the name of the Borrower or the previous financier towards the repayment of the previous loan to be taken over by utilising the Loan or any other entity/ individual with the mutual consent of the Borrower and the Bank.

The Bank shall have the right to adjust PEMII or any other dues against undisbursed amount. The charges in relation to the disbursement (including charges of issuance or collection of proceeds by the beneficiary of such pay order or demand draft) shall be borne by the Borrower. The Bank may, by giving reasonable notice to the Borrower, suspend or cancel further disbursements of the Loan if the Loan amount shall not have been fully drawn within a reasonable time or due to any other reason, as deemed fit by the Bank including but not limited to reason of delay in construction of the Property.

The Bank reserves the right to ask for additional documents of the Borrower relating to the financial status, utilisation of Loan proceeds, Property, stage of construction of the Property, address and contact details, documents relating to know your customer (KYC) requirements, etc. post disbursement of the Loan. In the event such documents are not submitted by the Borrower within the time period stipulated by the Bank, the Bank shall be entitled, without prejudice to its right to recall the Loan or exercise any other remedy available to it, to increase the Interest Rate at its' sole discretion after notifying the Borrower to cover the additional risk arising from maintaining such Loan.

2.11 Repayment. The Loan (including the principal, interest thereon and any other charges, premium, fees, taxes, levies or other dues payable by the Borrower to the Bank in terms of this Agreement) shall be repayable by the Borrower to the Bank:

- (i) at the Branch (or at any other branch of Bank or at any other place as may be notified by the Bank);
- (ii) by way of EMI mentioned in the Schedule towards repayment of principal and interest; and
- (iii) by separate repayments in case of:
 - (a) prepayment;
 - (b) payment of PEMII;
 - (c) repayment of default interest, fees, charges, taxes, claims, costs and expenses charged to the Loan account; or
 - (d) repayment of interest tax or any other statutory levies or cess, as may be notified by the Bank to the Borrower
- (iv) the Borrower may repay a part of the Loan ("Bullet Repayment Amount") as specified in the Schedule by way of a bullet payment on the expiry of such term as agreed upon by the Bank and Borrower either in the Schedule or separately in writing. Interest payable on such Bullet Repayment Amount shall be computed as simple interest on the Bullet.

Repayment Amount at the same Interest Rate (whether Floating Rate or Fixed Rate, as the case may be) applicable on the Loan. If the above option is exercised by the Parties, the remaining Loan amount i.e. the Loan amount less the Bullet Repayment Amount shall be repaid in the manner specified above in sub-clause (i) through (iii) of this Clause 2.11.

The Borrower may choose, with the previous written permission of the Bank, to issue SI or authorise payment to the Bank through the NACH mode as approved by the Reserve Bank of India from the bank in which the Borrower has an account with specific instructions to debit the account of the Borrower every month and credit such account as directed by the Bank, for value of the EMI or PEMI due. All repayments of principal and payment of interest and all other amounts by way of EMI or PEMI or otherwise shall be given effect to in the Loan account (only upon realisation of cheques/ demand drafts/ NACH/ SI) in accordance with the method of effecting payment as stated in the Schedule or as adopted by the Bank from time to time. If the Borrower(s) desire to swap/ interchange the NACH/ ECS/ SI from one bank to another for any reason whatsoever, the Borrower may with the prior written permission of the Bank, do so by paying to the Bank such swap charges as set out in the Schedule or as amended by the Bank from time to time.

- 2.12 Prepayment.** On loans offered to individual Borrower, the individual Borrower shall be entitled at any time from the date of disbursement to prepay the Loan, either partly or fully, as per the rules of the Bank, including as to payment of Prepayment Charges, for the time being in force. On loans offered to non individual Borrower partial Prepayment shall be allowed at anytime after a period of 6 months from date of disbursement subject to the outstanding amount of the Loan remaining after such Prepayment being equal to or greater than EMIs (as specified in the Schedule) due for the next twelve (12) months. In case the remaining tenure of Loan is less than twelve (12) months, partial Prepayment will not be allowed and the Borrower may prepay the entire outstanding Loan together with interests, fees and charges including Prepayment Charges. In case of partial Prepayment, the Bank may, notwithstanding any instruction that the Borrower may give to the contrary, allocate and apply the amount received in the following manner:
- a) any taxes, expenses, costs required to be reimbursed or paid by the Borrower under this Agreement;
 - b) fees and charges including Prepayment charges accrued or applicable on the Loan;
 - c) default interest and interest, in that order; and
 - d) finally, towards principal amount outstanding against the Loan.

Article III Representations and Warranties

- 3.1 Representations and Warranties.** The Borrower hereby makes the following representations, warranties and undertakings in order to induce the Bank to grant the Loan:
- (i) In case of Borrower being a body corporate, it is a company/ firm/ body corporate (as the case may be) duly incorporated under the laws of India and has the power, capacity and authority to enter into this Agreement and execute all documents related to the Loan and to exercise its rights and perform its obligations under this Agreement. Further, all action required to authorise execution of and performance of obligations under this Agreement have been duly undertaken.
 - (ii) This Agreement has been duly authorised, executed and delivered by the Borrower and constitutes a valid, binding and enforceable obligation, enforceable against the Borrower in accordance with its terms.
 - (iii) The information provided in the Application for the Loan and set out herein is complete and true in all respects.
 - (iv) There are no pending claims, demands, litigation or liquidation proceedings against the Borrower or the assets or property of the Borrower which impair or materially affect the ability of the Borrower to perform its obligations under this Agreement.
 - (v) The Loan is required for the purpose stated in the Schedule hereto and the Borrower shall utilise the Loan, in case of Home Loan, Property Purchase Loan for the purchase/ Improvement or construction of the Property. The Borrower undertakes not to utilise the loan for any speculative, antisocial or illegal purposes and further undertakes to submit detailed statements of end-use as and when required by the Bank. In case of the Property comprising of the vacant plot of land,

- the Borrower undertakes to duly commence the construction of the Property within a period of three months from the date of availing the Loan and complete the construction within a period of 12-months hereof.
- (vi) Disbursement shall be deemed to have been made to the Borrower on the date of the cheque or payment advice as the case may be under which such disbursement shall have been made irrespective of the date on which the disbursement may have been received or realised by or on behalf of the Borrower or the builder, developer, or seller, as the case may be
 - (vii) Neither the execution and delivery by the Borrower of this Agreement nor the performance of the obligations under this Agreement conflicts or shall conflict with or result in any breach of any of the terms, conditions or provisions of, or violate or constitute a default or require any consent under any contract or instrument to which the Borrower is a party or any statute, rule or regulation or any judgement, decree or order of any court, governmental authority, bureau or agency binding on or applicable to the Borrower or in case of a company/ firm/ body corporate the constitutional documents of the Borrower.
 - (viii) The Borrower has good and marketable title to the Property (or in case of acquisition of property after the execution of this Agreement, the Borrower shall have a good and marketable title to the Property and shall have an unhindered and unencumbered right to create exclusive security over the Property in favour of the Bank as a collateral for the Loan) and there are no mortgages, charges, liens, lis pendens, encumbrances, rights of way or other easement rights in respect of the Property. There are no pending claims/ demands/ litigation or proceedings against the Borrower before any court, tribunal or authority (public or private) which are material to performance of the obligations under this Agreement. Further the Borrower is not aware of any document, judgement or legal process or other charges or any latent or patent defect in the title of the Property or the rights of the Borrower in respect of the Property which are prejudicial to the interests of the Bank.
 - (ix) The Borrower has paid all taxes, duties, cess, revenue and public demands payable to any Government, authority or public utility and there is no amount outstanding as of the date of this Agreement against the Borrower in respect of the Property.
 - (x) In case of Borrower being a company, it has not taken any corporate action nor have any other steps been taken or legal proceedings been commenced or to the best of its knowledge and belief, threatened against the Borrower for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer in respect of the Borrower or any or all of its assets or revenues.
 - (xi) In case of Borrower being a partnership firm, no disputes exist between the partners or between present partners and, legal heirs of deceased partners for, dissolution or accounts of the firm and no proceedings have been commenced against the Borrower or any of its partners for dissolution of the firm or appointment of a receiver or trustee in respect of all or any part of its assets or revenues.
 - (xii) The Borrower has exercised due care and caution (including, where necessary, obtaining advice of tax/ legal/ accounting/ financial/ other professionals) prior to taking of the decision, acting or omitting to act, in respect of availing the Loan and the Bank is not responsible for any delay in construction/ possession/ completion of the Property to the Borrower or for the quality, condition or fitness of construction of the Property including where the Bank may have approved/ sanctioned or otherwise provided the Borrower any information in respect of the Seller of the Property.
 - (xiii) The Borrower confirms that the property offered as collateral is compliant with the provisions of the National Building code of India issued by BIS and the National Disaster Management guidelines. The Borrower agrees to adhere at all times with all the rules and regulations laid down by National Building code of India issued by BIS and the National Disaster Management guidelines.

3.2 Reliance. The Bank has entered into this Agreement in reliance of the representations, warranties and undertakings of the Borrower set out herein. These representations and warranties are true and correct in all material respects on and as of the date of this Agreement and with the same effect shall be repeated on the date of each disbursement of the Loan as if those representations and warranties had been made on and as of the date of this Agreement.

- 3.3 **Indemnification.** The Borrower undertakes that, if there is a breach of any of the representations or warranties provided hereunder, then, the Borrower shall indemnify the Bank in respect of any reasonable costs and expenses suffered or incurred by the Bank which arises from the event or circumstance giving rise to any claim for breach of representation or warranty or any representation given by the Borrower to the Bank in the Application for the Loan.
- 3.4 The Borrower and the guarantor will not directly or indirectly use the proceeds of the offering of the securities/ facility hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity
- i) to fund or facilitate any activities of or business with any individual or entity (“Person”) that, at the time of such funding or facilitation, is (collectively, a “Sanction Target”):
 - A) the subject or the target of any sanctions or trade embargos administered or enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), the U.S. Department of State, the U.S. Department of Commerce, the United Nations Security Council (“UNSC”), the European Union (“EU”), Her Majesty’s Treasury (“HMT”), Hong Kong Monetary Authority (“HKMA”), the Monetary Authority of Singapore (“MAS”) or any other applicable sanctions regulation,(collectively, “Sanctions”), or
 - B) owned 50% or more by or otherwise controlled by, or acting on behalf of one or more Persons referenced in clause (A) above, or
 - C) located, organised or resident in a country or territory that is the subject or the target of Sanctions (including but not limited to, Iran, North Korea, Sudan, the Crimea region in Ukraine, and Syria) (each, a “Sanctioned Country”),
 - ii) to fund or facilitate any activities of or business in any Sanctioned Country, or
 - iii) in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as initial purchaser, advisor, investor or otherwise) of Sanctions.
- 3.5 None of the Borrower, the guarantor or any of their subsidiaries, nor, to the best of their knowledge, any director, officer, employee, agent, controlled affiliate or other person acting on behalf, at the direction or in the interest of the Borrower, or the guarantor or any of their subsidiaries is a Person that is a Sanction Target.
- 3.6 None of the Borrower or any guarantor has or intends to have any business operations or other dealings
- i) in any Sanctioned Country, including the Crimea region in Ukraine, Iran, Sudan, North Korea and Syria,
 - ii) with any Specially Designated National (“SDN”) on OFAC’s SDN list or with a designated person targeted by asset freeze sanctions imposed by the UN, EU or HMT or any other applicable sanctions authority.
- 3.7 The Borrower and the guarantor has/ have instituted and maintain(s) policies and procedures designed to prevent sanctions violations (by such Issuer and guarantor and their Subsidiaries and by persons associated with such Issuer and guarantor and their Subsidiaries).
- 3.8 The Borrower and the guarantor neither know nor have reason to believe that any of them are or may become subject of sanctions-related investigations or juridical proceedings.
- 3.9 The clauses under [Sanctions-related clauses] apply only if and to the extent that they do not result in a violation of the Council Regulation (EC) No. 2271/96 of 22 November 1996 as amended by Commission Delegated Regulation (EU) 2018/1100 of 6 June 2018, section 7 of the German Foreign Trade Ordinance (Außenwirtschaftsverordnung AWW) or any other applicable anti-boycott or similar laws or regulations’.

Article IV Conditions Precedent to Disbursement

- 4.1 The Bank may not disburse at any time, any amount under the Loan unless the following conditions are

complied with in the sole discretion of the Bank:

- (i) This Agreement is duly executed and delivered to the Bank by the Borrower.
- (ii) The Borrower procures in favour of the Bank, a guarantee of such person as may be approved by the Bank, for guaranteeing repayment of the Loan with interest and all other amounts payable in respect thereof.
- (iii) In case of Home Loan, Property Purchase Loan, the Borrower satisfies the Bank of having made the Borrower contribution to the cost of Property i.e. the Cost of Property less Home Loan, Property Purchase Loan or Loan Against Property to be granted by the Bank.
- (iv) The Borrower satisfies the Bank that
 - a. in case of Home Loan, Property Purchase Loan, the title of the owner/ seller/ developer of the Property is clear and marketable and
 - b. in case of Loan Against Property, the title of Property is clear, marketable and unencumbered.
- (v) In case of an individual, the Borrower submits to the satisfaction of the Bank a certificate of employment from his Employer and his Financial Statements.
- (vi) The Borrower submits to the Bank NACH/ ECS/ SI towards EMIs or PEMIs, as the case may be.
- (vii) The Borrower submits to the Bank any other documents or writing or creates security of the Property in favour of the Bank, as the Bank may require in its sole discretion.
- (viii) The Borrowers, in case of a company/ body corporate/ submits to the Bank certified true copy of the resolution passed by its board of directors in a duly convened meeting for obtaining the Loan and authorising person/s to execute all documents in respect thereof, including creation of security in favour of the Bank and certified specimen signature list of the authorised signatory(ies) of the Borrower. In case of a firm, the Borrower submits to the Bank an authority letter, authorising one or more partners to avail of the Loan and execute all documents in respect thereof, including creation of security in favour of the Bank and certified specimen signature/s of such partner/s.
- (ix) No event of default shall have occurred at the date of disbursement of the Loan.
- (x) The Borrower shall have produced evidence of the utilisation of the Loan or any part disbursement of the Loan.
- (xi) The Borrower shall have assigned in favour of the Bank, the insurance policy(ies) covering the Property as required by the Bank.
- (xii) The Borrower shall have produced the Borrower's periodic financial statements.

Article V Covenants of the Borrower

5.1 Bank's Rules and Regulations. The Borrower shall comply with and be bound by the Bank's rules and charges, which may change at the Bank's discretion from time to time. Save for manifest error, the Borrower shall accept the statement of account by the Bank or by any other authorised representative of the Bank as conclusive proof of the correctness of any amounts claimed to be due to the Bank under or in relation to the Loan.

5.2 Information Requirement. The Borrower shall provide the following information to the Bank:

- (i) in case the Borrower is a company/ firm/ body corporate, its periodic financial statement (audited or unaudited) or such other financial information about the financial condition of the Borrower as the Bank may require from time to time;
- (ii) in case of individuals, information and documents concerning Borrower's employment, profession, business or utilisation of Loan as the Bank may require from time to time;
- (iii) information regarding likely change in Borrower's employment/ professional status, address, citizenship or residency status, etc.;
- (iv) information regarding any event or circumstance which might be or become a cause of delay in the commencement, construction or completion of construction/ purchase/ modification or possession of the Property;
- (v) in case of Borrower being a partnership firm, information regarding the death, retirement or permanent disability of any of the partner/s or any change in the constitution of the partnership firm;

- (vi) information regarding any loss or damage to the Property due to any force majeure or act of God; and
- (vii) details of any additions to or alterations in the Property or the user of the Property, which might be proposed to be made during the tenor of the Loan.

- 5.3 Change in Status.** The Borrower shall, in case the Borrower is a company/ firm/ body corporate, notify the Bank at least 30-days in advance of any intended
- a) change in its business, constitution or constitution documents or
 - b) closure of its business or
 - c) change in address.
- 5.4 Compliance with rules and regulations.** The Borrower shall duly and punctually comply with all applicable laws and regulations including rules, regulations and bylaws of the society, company, association, condominium of apartment owners or competent authority where applicable and do all such acts as required for holding the Property as its lawful owner and continuing in unhindered possession of the Property
- 5.5 Insurance.** The Borrower shall comprehensively insure and keep insured the Property with the Bank as a sole beneficiary for its full market value or replacement cost against all risks including war, earthquake, fire, flood, explosion, storm, cyclone, civil commotion etc. and whenever required by the Bank, also insure the risk of death and injury of the Borrower. The Borrower shall assign the insurance policies in favour of the Bank and submit to the Bank the aforesaid original insurance policy document(s) and premium/ payment receipts. The Borrower shall do all acts and deeds as may be required to maintain the Bank's status as sole beneficiary under the said insurance policies and to receive money thereunder in case of any claims whatsoever.
- 5.6 Joint and Several Liability.** In case of more than one Borrower, each Borrower shall be jointly and severally liable to repay the Loan together with interest, fees, charges and all other sums due and payable under this Agreement and to observe the terms and conditions of this Agreement.
- 5.7 Maintenance of Property.** The Borrower shall maintain the Property in good order and habitable condition and not allow it to deteriorate or commit any act which is destructive or permanently injurious to the Property or do anything which will render any security created in favour of the Bank insufficient or imperfect. The Borrower shall pay and discharge all rates, taxes, outgoings and charges pertaining to the Property, including to the society/ condominium/ company, promoters, bodies and authorities (public or private). The Borrower shall, until all the dues of the Bank in terms of this Agreement are not repaid to the Bank, have and maintain a clear and marketable title to the Property, free from all encumbrances whatsoever.
- 5.8 Stamp Duty and Other Statutory Charges.** The Borrower shall be responsible to bear and pay the stamp duty as well as all other statutory charges arising on account of the Loan including stamp duty and registration charges on this Agreement, on the document(s) creating any security in favour of the Bank as well as on all other instruments executed in relation to the Loan. The Borrower undertakes to pay, forthwith on demand to the Bank all costs and expenses (including legal costs) on a full indemnity basis incurred and/ or to be incurred by the Bank for investigation of title to the Property offered as security and for the preparation, execution, preservation, performance, enforcement and realisation of the Loan.
- 5.9 Plot and construction loan.** If a borrower has availed a plot + construction loan, the borrower undertakes to complete the construction within 12 months of availing the loan. In case of any delay by the Borrower to comply with the aforesaid requirement, the Borrower shall be liable to pay to the Bank additional interest at the rate of 2% above the prevailing interest rate charged on the Loan.

5.10 Bank's Right to Inspect. The Borrower agrees that the Bank or any person authorised by the Bank shall have free access to the Property for the purpose of inspection, supervision or examination of the Property for any reasons as the Bank may deem fit and proper including ascertaining the proper utilisation of the Loan.

5.11 Security.

- (i) The Borrower shall create security, alternate security and/ or additional security over the Property or any right, title or interest therein including receivables of rent or license fee derived from the Property or over any other assets of the Borrower and/ or furnish such guarantees as shall be required by the Bank in favour of the Bank in such manner and form and at such time as the Bank shall in its sole discretion require as a security for repayment of Loan including payment of fees, charges, expenses and all dues by the Borrower under this Agreement or otherwise in relation to the Loan. To create or perfect such security, the Borrower shall execute any agreement, document or undertaking. In case of a company, the Borrower shall file Form 8 CHG-1 or CHG-9 and other requisite documents, as may be applicable with the Registrar of Companies under the provisions of the Companies Act, 2013 recording the creation of security/ charge in favour of the Bank within the prescribed time and furnish a true copy thereof to the Bank.
- (ii) Any security(ies) furnished by the Borrower, under any other agreement entered into or to be entered into by the Borrower agrees that the security(ies) offered in respect of the Loan shall be deemed to be continuing security(ies) in respect of other loan(s)/ facility(ies) obtained/ to be obtained by the Borrower from the Bank and shall not be discharged till such time all the loan(s)/ facility(ies) are fully discharged to the satisfaction of the Bank. Any security(ies) entered into with the Bank, shall be deemed to be the security(ies) under this Agreement.
- (iii) The Miscellaneous Property of the Borrower. Without prejudice to the other rights of the Bank, the Bank shall have a paramount charge, lien and right of set off on all monies, securities, deposits and other assets and properties belonging to the Borrower or standing to the Borrower's credit (whether singly or jointly with any other person(s) in any account whatsoever with any branch of the Bank for any purpose whatsoever and the Bank shall be entitled to appropriate the same for the settlement of any amount due and unpaid in terms of this Agreement.
- (iv) The Borrower shall deposit the title documents relating to the Property as may be required by the Bank, within 30-days from the execution of this Agreement. Without prejudice to the Bank's other rights, in case of any delay by the Borrower beyond 30-days to comply with the aforesaid requirement, the Borrower shall be liable to pay to the Bank additional interest at the rate of 1% above the prevailing interest rate charged on the Loan. In case of delay beyond 90-days the additional interest rate shall be 2% above the prevailing interest rate charged on the Loan. Such additional interest rate shall be charged/ debited to the Borrower's Loan account on the specific date thereof and shall be deemed to form part of the outstanding. Such interest and other amounts shall, accordingly attract interest at the same rate as charged on the Loan in terms of this Agreement until payment thereof to the Bank to its satisfaction. The Borrower shall, also not be entitled to set up a defence that no event of default as mentioned in this Agreement has occurred, and that the Bank is not entitled to take recourse to any other or further remedies as available to it.

5.12 Bank's Rights. The Bank shall have a right:

- (i) in the event it is unwilling to continue the Loan on account of regulatory or other reasons, at any time during the tenure of this Agreement, to recall the entire or part of the Loan without assigning any reason;
- (ii) to revise/ re-schedule the repayment terms/ amount of EMI/ PEMII or any other amounts outstanding thereunder and the Borrower shall make all future repayments to the Bank according to such revised Schedule on being notified by the Bank of such revision or re-scheduling. Notwithstanding the general power vested in the Bank by virtue of the aforesaid covenant, the Bank shall have a right to increase the Interest Rate in case the Borrowers delays submission to the Bank of post disbursement documents or any other information requested by the Bank.
- (iii) at any time or from time to time to amend/ revise any of the terms and conditions of this Agreement including but not limited to revision of Interest Rate (including the Default Interest Rate, change in EMI for the Floating Rate Loans), periodicity of compounding of Interest, method of effecting

- credit of the repayments, etc. without assigning any reason and notify such change/ revision to the Borrower. The Borrower will be bound by the change in Interest Rates or such amended terms and conditions as notified by the Bank and the Borrower agree/s that such revision/ change shall become applicable from date of such revision in the records of the Bank;
- (iv) to receive and adjust any payment it may receive as an assignee of the insurance policy in relation to the Property and on the life of the Borrower towards the amounts due and/ or payable by the Borrower under this Agreement (including principal, interest, fees, charges, expenses, etc.) in the manner and order it deems fit;
 - (v) at Borrower's cost, to insure the Property or to take any measure for the upkeep and preservation of the Property;
 - (vi) to call upon the Borrower to create security in its favour in respect of the said Property or any other property to secure repayment of its dues hereunder;
 - (vii) to obtain refinance facility or loan from any bank, company, institution or body, against any security that may have been furnished by the Borrower to the Bank;
 - (viii) call upon the Borrower(s) to provide such additional security in such form and substance as may be required by the Bank;
 - (ix) without prejudice to the right of the Bank, to appoint one or more third parties as the Bank may select and to delegate to such third party all or any of its functions, rights and powers under this Agreement relating to the administration of the Loan including the right and authority to collect and receive on behalf of the Bank from the Borrower all due and unpaid EMIs or PEMIs and other amounts due by the Borrower under this Agreement and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, contacting the Borrower, receiving cash/ cheques/ drafts/ mandates from the Borrower and giving valid and effectual receipts and discharge to the Borrower. In the event of the Bank appointing an agent as aforesaid, the Bank shall be entitled to provide information held by the Bank in relation to the Borrower, the guarantor and the Loan to such agent and the Borrower shall co-operate with such agent appointed by the Bank in the same manner as it would with the Bank in terms of this Agreement. Notwithstanding the above, in the event of any default by the Borrower, the Borrower expressly accepts and authorises the Bank (and/ or any such third party as the Bank may select) to contact third parties (including the family members of the holder and disclose all necessary or relevant information pertaining to the Borrower and the Loan and the Borrower hereby consents to such disclosure by the Bank (and/ or any such third party as the Bank may select).
 - (x) to disclose any information about the Borrower, his/ their account relationship with the Bank and/ or any default committed by him/ them in repayment of amounts (whether such information is provided by the Borrower or obtained by the Bank itself and whether in form of repayment conduct, rating or defaults) to its head office, other branch offices, affiliated entities, Reserve Bank of India, other banks, institutions, Credit Information Companies, its auditors any refinancing agency and such third parties including rating agencies as the Bank may in its sole and exclusive discretion, deem fit and proper. The Bank shall also be entitled to seek and receive any information as it deems fit in connection with the Loan and/ or the Borrower from any third party. Credit Information Companies and any other agency so authorised may furnish the processed information and data or products thereof prepared by them, to banks/ financial institutions and other credit guarantors or registered users, as may be specified by the Reserve Bank of India in this behalf; and
 - (xi) in case the Borrower is an individual, to require the Borrower, in the event of the Borrower opting to resign or retire from the employment prior to the age of superannuation or being discharged or removed from service before such date for any reason whatsoever, to instruct his employer to remit the entire dues or termination benefits (including compensation) becoming payable by the Borrower from his/ their employer on account of his such cessation of employment and to receive and appropriate the same towards the Borrower's liability under the Loan.
 - (xii) have the right, at its discretion, to demand all residual charges including but not limited to any default interest, fees, late payment charges, costs, etc., remaining unpaid by the Borrower, on

- maturity of the Loan;
- (xiii) to determine any shortfall in payment of outstanding amounts in respect of the Loan as a 'marginal shortfall amount' such that non-payment or part-payment of such marginal shortfall amount would not constitute an event of default under this Agreement, however, determination of any amount as marginal shortfall amount shall not constitute a waiver of any of the Bank's rights in respect of such marginal shortfall amount. Such marginal shortfall amounts shall be due and payable at the time of maturity of the Loan if not paid during the tenor of the Loan. The Bank may also consider not reporting such non-payment of marginal shortfall amount as delinquent to any credit bureau or in internal records; and
 - (xiv) to undertake any such actions/ steps/ procedures as it deems necessary to substantiate the Borrower's ownership rights on the Property and to demand from the Borrower all such costs/ charges/ expenses incurred by the Bank towards the same.

5.13 Negative Covenants: The Borrower shall not:

- (i) in case of individuals, leave India for employment or business or long stay beyond 180-days with an intention to reside outside India indefinitely, before repaying the Loan and other dues in terms of this Agreement in full to the satisfaction of the Bank;
- (ii) during the tenure of this Agreement, avail of or obtain any further loan or facility on the security of the Property without the prior written consent of the Bank;
- (iii) change the use of the Property as specified in the Schedule hereto. However, if the Property is used for any purpose other than the declared purpose, in addition to any other action which the Bank might take, the Bank shall be entitled to charge, in its sole discretion, such higher rate of interest as it deems fit in the circumstances of the case;
- (iv) during the tenure of this Agreement, either part with possession of or create third party rights in the Property or any part of it (whether by way of license or tenancy or use as guest house or otherwise) or alienate it or any part of it (whether by way of sale, exchange, lease, mortgage, agreement or option or otherwise) or enter into any arrangement or agreement with any person, institution or local or Government body for the use, occupation or disposal of the Property or any part thereof. The Borrower may lease the property to any tenant with the prior written approval of the Bank;
- (v) combine, merge, amalgamate or consolidate the Property with any other property (adjacent or otherwise) or create any right of way or easement in to or over the Property;
- (vi) stand surety or as guarantor for any third party liability or obligation;
- (vii) make any change in the constitution, management or existing ownership or control or share capital or enter into any arrangement of merger, acquisitions or sale of any of its undertaking(s) without the prior written consent of the Bank, in case the Borrower is a company; or
- (viii) dissolve or admit new partners in the partnership without prior written consent from the Bank, in case the Borrower is a partnership firm.

5.14 Credit Risk Profile:

The borrower shall maintain his individual and business credit profile in good order and ensure that it does not deteriorate. Bank may re-evaluate credit profile of the customer, from time to time, and if the Bank witnesses any deterioration in credit profile as per the internal norms, then it may increase the premium charged to the borrower as per its board approved policy in this regard. Such additional interest rate shall be charged to the borrowers loan account on the specific date thereof and shall be deemed to form part of the outstanding. Such change will be intimated to the customer.

Article VI Events of Default

- 6.1 Events of Default.** The Bank may, by a written notice to the Borrower, declare all sums outstanding under the Loan (including the principal, interest, fees, charges, expenses, etc.) to have become due and payable

forthwith upon the occurrence (in the sole decision of the Bank) of any one or more of the following events:

- (i) the Borrower fails to pay to the Bank any amount when due and payable under this Agreement (including an EMI or PEMII) or any other agreement or if any cheque issued by the Borrower is returned dishonoured or the NACH/ SI/ ECS is cancelled/ withdrawn for any reason whatsoever;
- (ii) the Borrower fails to pay to any person other than the Bank any amount when due and payable or any person other than the Bank demands repayment of the loan or dues or liability of the Borrower to such person ahead of its repayment terms as previously agreed between such person and the Borrower;
- (iii) the Borrower defaults in performing any of the Borrower's obligations under this Agreement or breaches any of the terms or conditions of this Agreement;
- (iv) in case the Borrower is an individual, the Borrower opts to resign or retires from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever;
- (v) any information provided by the Borrower to avail the Loan or any representations or warranties herein expressed are found to be incorrect or misleading;
- (vi) if there is reasonable apprehension that the Borrower is unable to pay debts due to any person other than the Bank or any creditor has commenced proceedings to declare the Borrower insolvent or bankrupt or if the Borrower shall become bankrupt or insolvent or commit act of insolvency or initiate any proceedings for being declared bankrupt;
- (vii) the value of the Property or any security (including guarantee/s) created or tendered by the Borrower, in the sole discretion and decision of the Bank, depreciates and the Bank calls for further or additional security which the Borrower fails to provide;
- (viii) if the Property or any security created in favour of the Bank is destroyed, sold, disposed of, charged, encumbered, alienated, attached or restrained in any manner;
- (ix) the Borrower fails to create the security or give NACH/ ECS/ SI or submit additional documents to the Bank as provided herein;
- (x) in case of Borrower being an individual, the death of the Borrower;
- (xi) the Borrower, being a company/ partnership firm, takes any corporate action or other steps or legal proceedings are threatened against the Borrower for its winding up, dissolution, administration or re-organisation or for the appointment of a liquidator, receiver, administrator, custodian, trustee or similar officer of it or of any or all of its revenues and/ or assets;
- (xii) any governmental authority or any person acting or proposing to act under governmental authority takes any action to condemn, seize or appropriate, or to assume custody or control of, all or any substantial part of the properties of the Borrower, takes any action against the Borrower or takes any action to displace the management of the Borrower or to curtail its authority in the conduct of its business; or
- (xiii) the Borrower fails to furnish the financial statements, end use statements or any other information requested by the Bank in terms of this Agreement within 10-days from the date of such request;
- (xiv) the Borrower fails to commence construction within 3-months of availing the Loan or the construction is not completed within a period of 12-months from availing of Loan or the bank has reason to believe that the Borrower shall not commence and/ or complete construction within the time stipulated by the Bank.
- (xv) The Borrower fails to pay any amount when due and payable on other loans/ facilities availed from the bank or any other financial institution.
- (xvi) Deterioration in the business activities of the borrower or general industry/ segment that the borrowers business is a part of
- (xvii) Decline in performance of the borrower on credit facilities or decline in score as reported by Credit Information companies
- (xviii) If the borrower fails to insure or inadequately insures the Collateral offered as security for the loan
- (xix) The Borrower fails to submit end use documents or any other document required by the Bank from time to time
- (xx) make any change in the constitution, management or existing ownership or control or share capital or enter into any arrangement of merger, acquisitions or sale of any of its undertaking(s) without the prior written consent of the Bank, in case the Borrower is a company; or
- (xxi) dissolve or admit new partners in the partnership without prior written consent from the Bank, in case the Borrower is a partnership firm.

- (xxii) Material adverse news reports/ Litigations against the borrower(s) that may have a material adverse effect on its functioning/ business operations;

The above events may also result in deterioration in credit profile and could result in increase in the spread charged.

6.2 Bank's Remedies. Upon occurrence of an event of default, the Bank shall be entitled:

- (i) to enforce and realise the security created in its favour;
- (ii) in addition to clause (a), initiate and adopt civil and criminal proceedings against the Borrower/ Guarantor including action for dishonour of cheques under Section 138 of Negotiable Instruments Act; and
- (iii) to disclose information pertaining to/ relating to the Borrower to the Reserve Bank of India, Credit Information Bureau(India) Ltd, any other credit bureau or third parties as deemed necessary by the Bank in its sole discretion.
- (iv) to charge additional interest rate above the prevailing interest rate charged on the Loan. Such additional interest rate shall be charged/ debited to the Borrower's Loan account on the specific date thereof and shall be deemed to form part of the outstanding. Such interest and other amounts shall, accordingly attract interest at the same rate as charged on the Loan in terms of this Agreement until payment thereof to the Bank to its satisfaction

6.3 Expenses of Preservation of Assets of the Borrower and of Collection. All reasonable costs incurred by the 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 due under this Agreement, may be charged to the Borrower and reimbursed, as the Bank shall specify.

Article VII Assignment and Transfer.

- 7.1 The Bank shall have a right to sell or transfer (by way of assignment, security or otherwise) the whole or part of the Loan and outstanding amounts under the Loan including the security if and when created in its favour and/ or any other rights under this Agreement or any other document pursuant hereto to any person including a non-individual entity in such manner or upon such terms and conditions as the Bank may decide in its sole discretion and without giving notice thereof to the Borrower.
- 7.2 The Borrower expressly agrees, in the event of being notified of any sale, assignment or transfer as aforesaid, to accept such person to whom the Loan is sold, assigned or transferred as his lender and make the repayment of the Loan together with all interest, fees, charges and expenses due under this Agreement to such person as may be directed by the Bank.

Article VIII Miscellaneous.

- 8.1 **Waiver.** The Parties agree that any delay or omission by the Bank in exercising any of its rights, powers or remedies as the lender of the Loan under this Agreement and other documents pursuant hereto shall not impair the right, power or remedy or be construed as its waiver or acquiescence by the Bank.
- 8.2 **Entire Agreement.** The Parties confirm that this Agreement and its Schedule and any other documentation pursuant to it represent one single agreement between the Parties. This Agreement supercedes all prior discussions and representations between the parties, including the Bank brochure and sanction letter, save with respect to the obligations of and representations made by the Borrower to the Bank set forth in any correspondence, application forms or otherwise made or agreed to be made howsoever.
- 8.3 **Governing Laws and Jurisdiction.** Laws of India shall govern this Agreement, the security and other documentation pursuant hereto and courts or tribunals having jurisdiction where the branch is situated shall have exclusive jurisdiction over all aspects governing the interpretation and enforcement of this Agreement, the security and other documentation executed pursuant hereto.

- 8.4 **Notice.** The addresses of the parties shall be as mentioned in the Schedule. The Borrower shall forthwith inform the Bank of any change in the Borrower's address. Any notice or request required or permitted under this Agreement to be given by either party to the other shall be only in writing and sent on the address of the other party as mentioned in the Schedule (or in case to the Borrower, on the address of the Borrower last known to the Bank);
- (i) if given by the Bank, may be given by personal delivery, fax or by post and shall be deemed to have been served up on or received by the Borrower. If given by personal delivery, when so delivered and if by post on the expiration of 3-days after the same has been delivered to the post office for onward transmission to the Borrower under certificate of posting; and
 - (ii) if given by the Borrower to the Bank when it is actually received by them.
- 8.5 **Set Off.** The Borrower hereby authorise the Bank to apply any credit balance to which the Borrower may be entitled under any loan/ facility(ies), in satisfaction of any sum due and payable herein but remaining unpaid. In case of any event of default, without prejudice to any other right of the Bank provided herein, the Bank shall be entitled to set off its dues against any monies in its possession/ control and due from it to the Borrower whether by way of deposits or otherwise.
- 8.6 **Amendment.** The Schedules hereto and any amendments thereof shall be deemed to be part of this Agreement as if the provisions thereof were set out herein in extension. Any modification/ revision of this Agreement/ Schedules shall be in writing and signed by both parties. Such writing shall thereafter form an integral part of this Agreement.
- 8.7 **Recovery policy.** The Bank is committed to its policy for recovery and repossession of security, a latest copy of which is available on the Bank's website www.deutschebank.co.in. The current version of the recovery policy of the Bank is appended to this Agreement as Annexure A.

IN WITNESS OF THE AGREEMENT, THE PARTIES HERETO HAVE SIGNED HEREUNDER ON THE DAY, MONTH AND YEAR MENTIONED IN THE SCHEDULE TO THIS AGREEMENT.

Signed and Delivered by the Borrower(s)

| | |
|-----------------|---------------------|
| Name: Place: | Signature: Date: |
| Name: Place: | Signature: Date: |
| Name: Place: | Signature: Date: |
| Name: Place: | Signature: Date: |
| Name: Place: | Signature: Date: |
| Name: Place: | Signature: Date: |

(In case of a Company)

Signed and delivered by the Borrower(s)

_____ (name of the Company)

Through its Authorised Signatory

Mr./Ms./Mrs.: _____ Signature: _____

Place: _____ Date: _____

(NOTE : If Articles of Association of the Company so provide Common Seal of the Company should be affixed)

(In case of Partnership firm)

Signed and delivered by the Borrower(s)

_____ (name of the Partnership firm)

Through its Partners

Mr./Ms./Mrs.: _____ Signature: _____

and Mr./Ms./Mrs.: _____ Signature: _____

(NOTE: Affix Rubber Stamp of the Firm)

Signed and delivered by the within named
Deutsche Bank AG by the hand of

Mr./Ms./Mrs.: _____ Signature: _____

and Mr./Ms./Mrs.: _____ Signature: _____
its Authorised Signatories

Schedule

| | | |
|----|--|---|
| 1 | Place of Agreement | |
| 2 | Date of Agreement | |
| 3 | Name of the Borrower(s) | 1. 2. 3. 4. 5. 6. |
| 4 | Address of the Borrower(s) and for the purpose of service of Notices | 1. 2. 3. 4. 5. 6. |
| 5 | Address of the Branch office of the Bank for the purpose of service of Notices | |
| 6 | Loan Amount | Rs. _____ /- (Rupees _____ _____ only) |
| 7 | Tenure (subject to variation in case of Floating Rate Loan, in terms of this Agreement) | Months |
| 8 | Number of installments (subject to variation in case of Interest Rate changes during the terms of the Loan) | |
| 9 | Value of instalments | All instalments of Rs. _____ /- (Rupees _____ _____) each |
| 10 | Frequency of repayment (Monthly/ Quarterly) | |
| 11 | Moratorium offered (Yes/ No) | |
| | a. Interest Moratorium (Yes/ No) i. Interest Moratorium Start Date ii. Interest Moratorium End Date | |
| | a. Principal Moratorium (Yes/ No) i. Principal Moratorium Start Date ii. Principal Moratorium End Date | |
| 12 | Proposed date when first installment is due | |

| | | |
|----|---|--|
| 13 | Proposed date when last Instalment will be due (This date is subject to change due to variation of Interest Rate changes during the term of the loan). | |
| 14 | Day on which interest will be charged to the account each month | |
| 15 | Administrative Fees and Other Fees, if any. | Rs. _____ /- |
| 16 | Default Interest Rate | As per Bank's published Schedule of Charges. Please visit any branch of the Bank or www.deutschebank.co.in to view the Schedule of Charges |
| 17 | Prepayment Charges | |
| 18 | Charges for unsuccessful execution of Standing Instruction for payment/ Cheque Dishonour/ NACH | |
| 19 | Switch Fee/ Rescheduling/ Repricing Fee or any other charges | |
| 20 | Tax (applicable on fees and charges) | |
| 21 | Transaction Fee | |
| 22 | Other Charges | |
| 23 | Mode of payment a) NACH — Number of PDCs — Amount of each PDC — Name of Drawee Bank b) SI — Letter of Standing Instruction — Number of PDCs — Amount of each PDC — Name of Drawee Bank | |
| 24 | Name(s) of the owner(s) of the Property | |
| 25 | a) Address of Property b) Purpose of use of Property viz. Residential/ Commercial/ Mixed use (tick as applicable) | |
| 26 | Purpose of the loan (tick as applicable) | <input type="checkbox"/> (a) Home Loan , Property Purchase Loan for purchase of property or construction on an existing or purchased plot of land or Improvement or extension of an existing property or loan takeover of an existing Home Loan, Property Purchase Loan from another financier for any of the purposes mentioned in this point above. <input type="checkbox"/> (b) Top up loan, where the end use of funds is for any declared legal purpose or loan take over of an existing Home Loan or Property Purchase Loan or Loan Against Property taken from another financier for any of the purposes mentioned in this point above. <input type="checkbox"/> (c) Loan Against Property, end use of the funds is for the purposes of _____ |

| | | |
|----|---|---|
| 27 | Date of disbursement of the Loan amount or any part thereof. | |
| 28 | <p>Interest Rate</p> <p>The Interest Rate shall be linked to the EBTL. "EBTL" means 3 – Months Treasury Bill Rate published by the Financial Benchmarks India Private Limited (FBIL) , reference rate for lending to be charged in accordance with Reserve Bank of India's circular DBR.DIR.BC.No.14/13.03.00/2019-20 dated September 4 2019, as amended from time to time.</p> <p>The Bank reserves the right to determine its actual lending rate on loans and advances, with reference to the EBTL, by including a spread, as the Bank deems fit.</p> <p>The spread over the EBTL which shall be determined by the Bank taking into account factors like credit risk premium, business strategy cost, operating cost or any other parameter determined by the Bank from time to time. Deterioration in the credit risk profile may result in an increase in the spread.</p> <p>Applicable EBTL : EBTL published on < _____ > (rounded off to the nearest 0.05%) will be the applicable Benchmark rate for your loan.</p> | |
| 29 | EBTL | (_____)% |
| 30 | Floating Rate On Interest | EBTL + Spread _____ % = _____ % |
| | Frequency Of Review Of The Rate Of Interest | Every quarter on 16th January, 16th April, 16th July and 16th October |
| | First Reset Date | |
| 31 | Fixed Rate Loan | |
| | Fixed interest period | Fixed Rate for (_____) months |
| | Fixed interest rate | EBTL + Spread _____ % = _____ % |
| | First Reset Date (after completion of period of fixed rate interest as above) | |
| | Applicable Floating Rate after the first reset date | EBTL + _____ % p.a. |
| 32 | Bullet Repayment {refer Clause 2.11 (iv)} | |
| | Bullet Repayment amount | |
| | Bullet Term | |
| 33 | Frequency of Payment | Monthly |
| 34 | Moratorium applicable (Yes/ No) | |
| | a. Interest Moratorium (no of months) | |
| | b. Principal Moratorium (no of months) | |
| 35 | Interest Moratorium Start Date | |
| | Interest Moratorium End Date | |
| 36 | Principal Moratorium Start Date | |
| | Principal Moratorium End Date | |
| 37 | Proposed date when first instalment is due | |
| | Proposed date when last Instalment will be due | |

Signed and Delivered by the Borrower(s)

| | |
|-----------------|---------------------|
| Name: Place: | Signature: Date: |
| Name: Place: | Signature: Date: |
| Name: Place: | Signature: Date: |
| Name: Place: | Signature: Date: |
| Name: Place: | Signature: Date: |
| Name: Place: | Signature: Date: |

(In case of a Company)

Signed and delivered by the Borrower(s) _____ (name of the Company)

Through its Authorised Signatory

Mr./Ms./Mrs.: _____ Signature: _____

Place: _____ Date: _____

(NOTE : If Articles of Association of the Company so provide Common Seal of the Company should be affixed)

(In case of Partnership firm)

Signed and delivered by the Borrower(s) _____ (name of the Partnership firm)

Through its Partners

Mr./Ms./Mrs.: _____ Signature: _____

and Mr./Ms./Mrs.: _____ Signature: _____

(NOTE: Affix Rubber Stamp of the Firm)
Signed and delivered by the within named
Deutsche Bank AG by the hand of

Mr./Ms./Mrs.: _____ Signature: _____

and Mr./Ms./Mrs.: _____ Signature: _____
its Authorised Signatories

Annexure A

Policy on Collection of Dues and Repossession of Security

1. Introduction:

The debt collection policy of the Bank is built around dignity and respect to customers. Bank will not follow policies that are unduly coercive in collection of dues. The policy is built on courtesy, fair treatment and persuasion. The Bank believes in following fair practices with regard to collection of dues and repossession of security and thereby fostering customer confidence and long-term relationship.

The repayment schedule for any loan sanctioned by the Bank will be fixed taking into account paying capacity and cash flow pattern of the borrower. The Bank will explain to the customer upfront the method of calculation of interest and how the Equated Monthly Installments (EMI) or payments through any other mode of repayment will be appropriated against interest and principal due from the customers. The Bank would expect the customers to adhere to the repayment schedule agreed to and approach the Bank for assistance and guidance in case of genuine difficulty in meeting repayment obligations.

Bank's Security Repossession Policy aims at recovery of dues in the event of default and is not aimed at whimsical deprivation of the property. The policy recognises fairness and transparency in repossession, valuation and realisation of security. All the practices adopted by the Bank for follow up and recovery of dues and repossession of security will be in consonance with the law.

2. General Guidelines:

All the members of the staff or any person authorised to represent our Bank in collection or/ and security repossession would follow the guidelines set out below:

- (i) The customer would be contacted ordinarily at the place of his/ her choice and in the absence of any specified place, at the place of his/ her residence and if unavailable at his/ her residence, at the place of business/ occupation.
- (ii) Identity and authority of persons authorised to represent Bank for follow up and recovery of dues would be made known to the borrowers at the first instance. The Bank staff or any person authorised to represent the Bank in collection of dues or/ and security repossession will identify himself/ herself and display the authority letter issued by the Bank upon request.
- (iii) The Bank would respect privacy of its borrowers.
- (iv) The Bank is committed to ensure that all written and verbal communication with its borrowers will be in simple business language and Bank will adopt civil manners for interaction with borrowers.
- (v) Normally the Bank's representatives will contact the borrower between 0700 hrs and 1900 hrs, unless the special circumstance of his/ her business or occupation requires the Bank to contact at a different time.
- (vi) Borrower's requests to avoid calls at a particular time or at a particular place would be honored as far as possible.
- (vii) The Bank will document the efforts made for the recovery of dues and the copies of communication set to customers, if any, will be kept on record.
- (viii) All assistance will be given to resolve disputes or differences regarding dues in a mutually acceptable and in an orderly manner.
- (ix) Inappropriate occasions such as bereavement in the family or such other calamitous occasions will be avoided for making calls/ visits to collect dues.

3. Giving Notice To Borrowers

While written communications, telephonic reminders or visits by the Bank's representatives to the borrowers place or residence will be used as loan follow up measures, the Bank will not initiate any legal or other recovery measures including repossession of the security without giving due notice in writing. Bank will follow all such procedures as required under law for recovery/ repossession of security.

4. Repossession of Security

Repossession of security is aimed at recovery of dues and not to deprive the borrower of the property. The recovery process through repossession of security will involve repossession, valuation of security and realisation of security through appropriate means. All these would be carried out in a fair and transparent manner. Repossession will be done only after issuing the notice as detailed above. Due process of law

will be followed while taking repossession of the property. The Bank will take all reasonable care for ensuring the safety and security of the property after taking custody, in the ordinary course of the business.

5. **Valuation and Sale of Property**

Valuation and sale of property repossessed by the Bank will be carried out as per law and in a fair and transparent manner. The Bank will have right to recover from the borrower the balance due if any, after sale of property. Excess amount if any, obtained on sale of property will be returned to the borrower after meeting all the related expenses provided the Bank is not having any other claims against the customer. Where the Borrower is registered under GST law, the Borrower shall ensure that all the provisions, of the GST law, including any rules/ regulations or any amendments thereto are adhered to and complied with by the Borrower. In case where the Borrower is not registered under the GST, the Borrowers shall submit the documents in support of the purchase price of the hypothecated goods.

The Borrower shall continue to be responsible towards the withholding tax under the Income Tax Act, 1961 on disposal of the hypothecated goods.

6. **Repossession of Security**

As indicated earlier in the policy document, the Bank will resort to repossession of security only for the purpose of realisation of its dues as the last resort and not with intention of depriving the borrower of the property. Accordingly the Bank will be willing to consider handing over possession of property to the borrower any time after repossession and before concluding sale transaction of the property, provided the Bank dues are cleared in full. If satisfied with the genuineness of borrower's inability to pay the loan installments as per the schedule which resulted in the repossession of security, the Bank may consider handing over the property after receiving the installments in arrears. However, this would be subject to the Bank being convinced of the arrangements made by the borrower to ensure timely repayment of remaining installments in future.

Demand Promissory Note

To,
Deutsche Bank AG

Date: _____

On demand I/ we, unconditionally promise to pay Deutsche Bank AG, India (Bank) or order, the sum of Rs. _____ /- (Rupees _____ only) together with interest thereon at _____ % p.a. or such revised Interest Rate as may be specified by the Bank from time to time in accordance with the directives of the Reserve Bank of India or policy decision of the Bank and other costs, fees, charges and default interest, as applicable, in terms of the loan agreement executed between the Bank and the undersigned, for value received. In case there are more than one signatories hereto, each of us confirms that our liability for the aforesaid promise shall be joint and several. In the case of the signatory being a firm acting through any of its partners, all other partners of the firm shall also be jointly and severally liable.

Rs. _____ /-

Signature: _____

Signature: _____

Signature: _____

Signature: _____

Name 1) _____

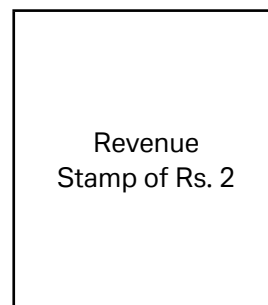
Name 2) _____

Name 3) _____

Name 4) _____

Place _____

Date _____



To be signed by the Authorised Signatory of the Borrower(s)
Common Seal/ Rubber Stamp of the Borrower(s) (As per Articles of Association of the Company) or Rubber Stamp of Partnership Firm

Letter Of Continuity

To,
Deutsche Bank AG

Date: _____
Place: _____

I/ We, i) _____ and _____,
residing at _____, Indian Inhabitant(s);
OR ii) _____, residing at _____,
Indian Inhabitant acting for the firm under the name and title of _____,
a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its office at _____

OR iii) _____,
a company incorporated under the provisions of the Companies Act, 1956/ Sole proprietorship concern
(strike out whichever is not applicable) having its registered office/ place of business at _____

acting through _____,
who is duly authorised in that behalf vide board resolution/ letter of, authority/ power of attorney dated _____
(hereinafter referred to as the "Borrower(s)") enclose a demand for promissory note ("DPN") dated _____
for Rs. _____ /- (Rupees _____ only),
payable on demand, which is given to Deutsche Bank AG, India ("Bank") as collateral security for repayment of the
loan ("Loan") granted by the Bank together with the interest, costs and fees accrued thereon and any other sum
now due or which may hereafter become due from the Borrower(s) to the Banking terms of the loan agreement
dated _____, notwithstanding the fact that the said Loan from time to time may be
reduced or extinguished, the intention being that the collateral security shall be a continuing security for the said
Loan availed by the Borrower(s) and repayable to the Bank. In case there are more than one signatories hereto,
each of us confirms that the liability of each signatory hereto shall be joint and several. In case of the signatory
hereto being a Firm acting through any of its partners, all other partners of the firm shall also be jointly and
severally liable.

Yours faithfully,

Name 1) _____ [X]

Name 2) _____ [X]

Name 3) _____ [X]

Name 4) _____ [X]

Name and signature of the Authorised Signatory and Rubber Stamp of the Borrower(s)
(NOTE: If the Articles of Association of the Company requires, then affix Company Seal of the Borrower(s) or
Rubber Stamp of Partnership Firm.)

Signature of Borrower(s) [X]

Affidavit Cum Undertaking (For Ready Properties)

I/ We, i) _____ and _____,
residing at _____,
Indian Inhabitant(s); OR ii) _____,
residing at _____,
Indian Inhabitant acting for the firm under the name and title of _____,
having its office at _____,
OR iii) _____,
a company incorporated under the provisions of the Companies Act, 1956/ a partnership firm registered under the provisions of the Indian Partnership Act, 1932/ Sole proprietorship concern (strike out whichever is not applicable) having its registered office/ place of business at _____,

acting through _____,
who is duly authorised in that behalf vide board resolution/ letter of, authority/ power of attorney dated _____
(hereinafter referred to as the "Deponent(s)") do hereby solemnly affirm, declare and undertake as under:

- (1) That I intend to avail a property loan facility from Deutsche Bank AG, India ("Bank") for the purpose of purchasing property situated at _____.
[details of property] (hereinafter referred to as "Property") owned and possessed presently by _____.
- (2) That I state that Property is an authorised structure constructed strictly in accordance with the building plan/s duly sanctioned by the concerned authorities and building bye laws and other applicable laws and regulations and there is and shall be no violation of the sanctioned building plan/s or such laws and regulations in respect of the Property.
- (3) That any further construction/ improvement carried out by me on the Property shall be in accordance with sanctioned building plan/s.
- (4) That I hereby undertake to obtain, produce and deposit with the Bank within 3-months of date of sanction of loan or completion of construction of the Property, whichever is later, a duly certified true copy of the occupation/ completion certificate issued by the concerned municipal authority, failing which the Bank shall have an unconditional right to recall the entire loan granted to me together with interest, costs, fees and charges thereon.
- (5) That I shall use the Property for approved and legal purposes only.
- (6) That I undertake to indemnify and keep the Bank and its employees and/ or officers indemnified and harmless against any loss, damage, liability, costs, expenses incurred by the Bank on account of any violation by me or deviation from the duly sanctioned building plan/s and/ or non submission of the occupation/ completion certificate in respect of the Property.

DEPONENT

Verification

Verified at _____, on this _____ day of _____
that the contents of paragraphs 1 to 6 of the above affidavit are true and correct to the best of my knowledge and belief, no part of this affidavit is false and nothing material has been concealed there from.

DEPONENT

Affidavit Cum Undertaking (For Under Construction Properties)

I/ We, i) _____ and _____,
residing at _____,
Indian Inhabitant(s); OR ii) _____,
residing at _____,
Indian Inhabitant acting for the firm under the name and title of _____,
having its office at _____
OR iii) _____,
a company incorporated under the provisions of the Companies Act, 1956/ a partnership firm registered under the provisions of the Indian Partnership Act, 1932/ Sole proprietorship concern (strike out whichever is not applicable) having its registered office/ place of business at _____

_____ acting through _____,
who is duly authorised in that behalf vide board resolution/ letter of, authority/ power of attorney dated _____
(hereinafter referred to as the "Deponent(s)") do hereby solemnly affirm, declare and undertake as under:

- (1) That I/We intend to avail a property loan facility from Deutsche Bank AG, India ("Bank") for the purpose of purchasing property situated at _____
[details of property] (hereinafter referred to as "Property") owned and possessed presently by _____.
- (2) That I/We state that Property is an authorised structure constructed strictly in accordance with the building plan/s duly sanctioned by the concerned authorities and building bye laws and other applicable laws and regulations and there is and shall be no violation of the sanctioned building plan/s or such laws and regulations in respect of the Property.
- (3) That I/We hereby undertake to obtain, produce and deposit with the Bank within 3–months of date of sanction of loan or completion of construction of the Property, whichever is later, a duly certified true copy of the occupation/ completion certificate issued by the concerned municipal authority, failing which the Bank shall have an unconditional right to recall the entire loan granted to me together with interest, costs, fees and charges thereon.
- (4) That I/We shall use the Property for approved and legal purposes only.
- (5) That I/We undertake to indemnify and keep the Bank and its employees and/ or officers indemnified and harmless against any loss, damage, liability, costs, expenses incurred by the Bank.

DEPONENT

Verification

Verified at _____, on this _____ day of _____
that the contents of paragraphs 1 to 6 of the above affidavit are true and correct to the best of my knowledge and belief, no part of this affidavit is false and nothing material has been concealed there from.

DEPONENT

Declaration For Cheques Submitted

To,
The Manager
Deutsche Bank AG

Date: _____

No. of Cheque given _____
(Please do not handover blank cheques)

EMI cheque details

| Cheque No | Bank Name/ Bank Branch |
|-----------|------------------------|
| | |
| | |
| | |

Please do not handover blank cheques

I/ We hereby confirm that the above mentioned have been submitted by me/ us to Deutsche Bank AG, India ("Bank") for repayment of the loan facility granted by the Bank to me/ us.

Name and Signature of the Borrower(s)

(DSC/ FC Signature)

DSE – FC Name: _____

Disbursement Authorisation Letter

To,
The Manager
Deutsche Bank AG

Re: Authority Letter for Disbursement

1. Deutsche Bank AG, India (hereinafter referred to as "Bank") has vide offer letter dated _____ sanctioned a loan (hereinafter referred to as "Loan") to me/ us as per the details stated in the offer letter.
2. Pursuant to the sanction of the Loan, I/ We have executed a loan agreement dated _____ ("Loan Agreement") with the Bank, which states the terms and conditions for disbursal of the Loan or part thereof to me/ us.
3. In terms of the Loan Agreement, I/ We hereby authorise the Bank to issue banker's Pay Order, a demand draft, or effect credit to a designated bank account evidencing the disbursal of the Loan or parts thereof as per the details below.

PAYMENT DETAILS:

The loan funds are to be used for medium/ long term working capital.

Since the payment destination is not identifiable and/ or involves payments to multiple parties over a period of time, I/ We request the disbursal to be made to my/ our CC/ OD account as under:

| Payee Details | Amount |
|---------------|--------|
| | |

I/ We understand and acknowledge that in case the loan is disbursed either by a Demand Draft or Pay Order, the interest/ EMI is payable from the date of issuance of the said Demand Draft or Pay Order irrespective of the date of actual receipt of funds by me or on behalf of me/ ourselves by the developer, seller or any other bank and financial institution. I/ We undertake not to dispute or contest this at any point of time.

Name and Signature (Affix seal as applicable)

Date: _____

Disbursement Authorisation Letter

To,
The Manager
Deutsche Bank AG

Re: Authority Letter for Disbursement

1. Deutsche Bank AG, India (hereinafter referred to as "Bank") has vide offer letter dated _____ sanctioned a loan (hereinafter referred to as "Loan") to me/ us as per the details stated in the offer letter.
2. Pursuant to the sanction of the Loan, I/ We have executed a loan agreement dated _____ ("Loan Agreement") with the Bank, which states the terms and conditions for disbursal of the Loan or part thereof to me/ us.
3. In terms of the Loan Agreement, I/ We hereby authorise the Bank to issue banker's Pay Order, a demand draft, or effect credit to a designated bank account evidencing the disbursal of the Loan or parts thereof as per the details below.

PAYMENT DETAILS:

When payment is favouring a third-party or is a refinance (please add multiple payees as required).

| Payee Details | Amount |
|---------------|--------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

I/ We understand and acknowledge that in case the loan is disbursed either by a Demand Draft or Pay Order, the interest/ EMI is payable from the date of issuance of the said Demand Draft or Pay Order irrespective of the date of actual receipt of funds by me or on behalf of me/ ourselves by the developer, seller or any other bank and financial institution. I/ We undertake not to dispute or contest this at any point of time.

Name and Signature (Affix seal as applicable)
Date: _____

IRAC Annexure

From:

Mr/Ms/ M/s. _____

(Name and address of the borrowers)

To:

The Manager,
Deutsche Bank
_____ branch

Dear Sir,

With reference to the Credit facilities sanctioned to me/us vide sanction Letter ref No _____ Dated _____, and being availed by us today, I/ we confirm having understood the following concepts and illustrative examples related to due dates, classification of our borrowal accounts as SMA / NPA in the course of the conduct of the accounts.

Concepts/ clarifications/ Illustrative examples on Due dates and specification of SMA/ NPA classification dates:

Dues:

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

Overdue:

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

Relevance of the Principle of 'First In First Out' (FIFO) in appropriation of payments into the borrowal account:

The Principle of FIFO i.e., 'First In, First Out' accounting method is relevant to arrive at the No. of days of overdue for determining the SMA/ NPA status. The FIFO principle assumes that the oldest outstanding dues in the loan account needs to be cleared first. The FIFO method thus requires that what is due first must be paid by the borrower first. For example:

if in any loan account as on 01.02.2021 there are no overdues and an amount of Rs.X is due for payment towards principal instalment/ interest/ charges, any payment being credited on or after 01.02.2021 in the loan account will be used to pay off the dues outstanding on 01.02.2021.

Assuming that nothing is paid /or there is partial payment (Rs Y) of dues during the month of February, the overdue as on 01.03.2021 will be Rs. X-Y.

Additionally, an amount of Rs. Z becomes due as on 01.03.2021, Now any payment /partial payment into the account on or after 01.03.2021 will be first utilized to pay off the partial due of 01.02.2021 (Rs X - Rs. Y)

If there is more recovery than the Rs X - Rs Y. then after recovering dues of 01.02.2021, the remaining amount will be treated as recovery towards due of 01.03.2021.

Age of oldest Dues:

The age of oldest dues is reckoned in days from the date on which the oldest payment is due and continues to remain unpaid. In the aforesaid illustration, if the Dues relating to 1st February 2021 remain unpaid till 01.03 2021, the age of the oldest dues is reckoned as 29 days on 02.03.2021.

Signature of Borrower(s) [X]

Classification as Special Mention Account (SMA) and Non-Performing Asset (NPA)

Lending institutions will recognise the incipient stress in loan accounts, immediately on Default, by classifying them as Special Mention Accounts (SMA) The basis of classification of SMA/ NPA Category shall be as follows:

| Loans in the nature of Term Loans | | Loans in the nature of cash credit/ overdraft | |
|-----------------------------------|---|---|---|
| SMA Sub-categories | Basis for classification - Principal or interest payment or any other amount wholly or partly overdue | SMA Sub-categories | Basis for classification - Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of |
| SMA-0 | Upto 30 days | | |
| SMA-1 | More than 30 days and upto 60 days | SMA- 1 | More than 30 days and upto 60 days |
| SMA-2 | More than 60 days and upto 90 days | SMA-2 | More than 60 days and upto 90 days |

However, In case of NBFCs, the reference to 90 days for SMA-2 / NPA classification to be read as per the applicable norms and also subject to the provisions of the RB I Circular DOR CRE.REC .No.60/03.10.001/2021- 22 dated October 22,2021 on 'Scale Based Regulation (SBR): A revised Regulatory framework for NBFCs. Also the asset classification norms of Agricultural advances which are based on Crop Season shall continue as hitherto.

Non-performing Asset:

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

- i. interest and/ or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan,
- ii. the account remains 'out of order' as indicated below, in respect of an Overdraft/ Cash Credit (OD/ CC),
- iii. the bill remains overdue for a period of more than 90 days in the case of bills purchased and discounted,
- iv. the instalment of principal or interest thereon remains overdue for two crop seasons for short duration crops,
- v. the instalment of principal or interest thereon remains overdue for one crop season for long duration crops.

'Out of Order' Status:

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

- i. the outstanding balance in the CC/ OD account remains continuously in excess of the sanctioned limit/ drawing power for 90 days, or
- ii. the outstanding balance in the CC/ OD account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days, or the outstanding balance in the CC/ OD account is less than the sanctioned limit/ drawing power but credits are not enough to cover the interest debited during the previous 90 days period.

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

| Due date of payment | Payment Date | Payment covers | Age of oldest dues in days | SMA/ NPA Categorisation | SMA since Date /SMA class date | NPA Categorisation | NPA Date |
|---------------------|--------------|--|----------------------------|-------------------------|--------------------------------|--------------------|----------|
| 01.01.2022 | 01.01.2022 | Entire dues upto 01.01.2022 | 0 | NIL | NA | NA | NA |
| 01.02.2022 | 01.02.2022 | Partly paid dues of 01.02.2022 | 1 | SMA-0 | 01.02.2022 | NA | NA |
| 01.02.2022 | 02.02.2022 | Partly paid dues of 01.02.2022 | 2 | SMA -0 | 01.02.2022 | NA | NA |
| 01.03.2022 | | Dues of 01.02.2022 not fully paid 01.03.2022 is also due at EOD 01.03.2022 | 29 | SMA -0 | 01.02.2022 | NA | NA |
| | | Dues of 01.02.2022 fully paid, Due for 01.03.2022 not paid at EOD 01.03.2022 | 1 | SMA-0 | 01.03.2022 | NA | NA |
| | | No payment of full dues on 01.02.2022 and 01.03.2022 at EOD 03.03.2022 | 31 | SMA - 1 | 01.02.2022 / 03.03.2022 | NA | NA |
| | | Dues of 01.02.2022 fully paid, Due for 01.03.2022 not fully paid at EOD 01.03.2022 | 1 | SMA-0 | 01.03.2022 | NA | NA |
| 01.04.2022 | | No payment of dues of 01.02.2022 01.03.2022 and amount due on 01.04.2022 at EOD 01.04.2022 | 60 | SMA 1 | 01.02.2022 / 03.03.2022 | NA | NA |

| | | | | | | | |
|------------|------------|--|----|-----------------------------------|-------------------------|-----|---------------------|
| | | No payment of dues of 01.02.2022 till 01.04.2022 at EOD 02.04.2022 | 61 | SMA 2 | 01.02.2022 / 02.04.2022 | NA | NA |
| 01.05.2022 | | No payment of dues of 01.02.2022 till 01.05.2022 at EOD 01.05.2022 | 90 | SMA 2 | 01.02.2022 / 02.04.2022 | NA | NA |
| | | No payment of dues of 01.02.2022 till 01.05.2022 at EOD 02.05.2022 | 91 | NPA | NA | NPA | 02.05.2022 |
| 01.06.2022 | 01.06.2022 | Fully Paid dues of 01.02.2022 at EOD 01.06.2022 | 93 | NPA | NA | NPA | 02.05.2022 |
| 01.07.2022 | 01.07.2022 | Paid entire dues of 01.03.2022 & 01.04.2022 at EOD 01.07.2022 | 62 | NPA | NA | NPA | 02.05.2022 |
| 01.08.2022 | 01.08.2022 | Paid entire dues of 01.05.2022 & 01.06.2022 at EOD 01.08.2022 | 32 | NPA | NA | NPA | 02.05.2022 |
| 01.09.2022 | 01.09.2022 | Paid entire dues of 01.07.2022 & 01.08.2022 at EOD 01.09.2022 | 1 | NPA | NA | NPA | 02.05.2022 |
| 01.10.2022 | 01.10.2022 | Paid entire dues of 01.09.2022 & 01.10.2022 | 0 | Standard Account with No Overdues | NA | NA | STD from 01.10.2022 |

I/we also understand that the aforesaid few examples are illustrative and not exhaustive in nature covering common scenarios, and that, the IRACP norms and clarifications provided by RBI on the subjects referred above will prevail.

Yours faithfully,

(Borrower/s)

Date:

Place:

Signature of Borrower(s) [X]

Signature Sheet

| Name | Signature |
|------|-----------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

For bank use only

| | |
|-------|----------------|
| Name | |
| LOS # | Loan Account # |

