



# Agreement for Loan for Property Purchase Loan Against Property

Schedule reference number:

Loan account number:



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(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 situate 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.

“**Borrower**” means any person who has been granted financial assistance by the Bank or created mortgage or pledge or hypothecation as security for the financial assistance granted by the Bank. The term ‘Borrower’ expressed in the masculine gender wherever the context so requires shall mean and include the feminine gender and third gender also.

“**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**” shall mean the applicable interest rate announced by the Bank as per the Repo to the Loan with a spread if any, as may be decided by the Bank from time to time as specified in the Schedule.

**“Guarantor”** means an individual/ entity who promises to pay the debt borrowed by the Borrower on the event of default and the Guarantor has executed a separate Personal Guarantee/ Corporate Guarantee accepting the terms and conditions of this Agreement. Details of Guarantor is mentioned in the Schedule.

**“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 Fixed Rate, Floating Rate or Flexi Rate as specified in the Schedule or as may be amended from time to time by the Bank. The Interest Rate shall be linked to Repo.

**“Key Fact Statement (KFS)”** shall mean the Schedule as hereinafter defined and would mean a statement as required under applicable RBI guidelines.

**“Repo”** means Policy Repo Rate published by the Reserve Bank of India (RBI), 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.

In addition, the Bank shall also charge a spread over the Repo in such manner and subject to such criteria, as it deems fit on case to case basis.

**“Penal Charges”** means charges levied by the Bank and payable by the Borrower on account of; (i) delay in repayment of EMIs, (ii) non-submission of valid repayment instructions (iii) delay in submission of property insurance policies and (iv) delay in creation of ROC charge, where applicable or any other category as specified in the schedule of charges and payable at the rate as specified in the schedule of charges published on the Bank’s website.

**“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 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. Details of the Property is mentioned in the Schedule.

**“Security”** shall mean mortgage over the Property or any other form of security acceptable to the Bank.

**“Security Provider”** shall mean the Borrower, in cases where the Security has been created by the Borrower or any third party (whether an individual / entity/ legal entities (partnership firm/ LLP/ trust) who has provided the Security for the purpose of securing the loan availed by the Borrower under this Agreement. Details of Security Provider is mentioned in the Schedule.

**“Schedule”** shall mean the statement appended as an annexure to this Agreement, which sets out in a clear and concise manner all essential information pertaining to the loan, including but not limited to the name of the Borrower, sanctioned loan amount, applicable interest rate, fees, charges, terms and conditions, repayment schedule and any other material particulars as may be prescribed by the Reserve Bank of India (RBI) from time to time.

For the purposes of this Agreement, the term “Schedule” and “KFS” are used interchangeably.

**“Loan”** means a term loan facility made available to the Borrower by the Bank under this Agreement.

- 1.2. 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 Schedule 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 include the singular and vice-versa.
- 1.3. 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.** Relying on the representations, covenants and undertaking to the Borrower set forth herein the Bank agrees to lend to the Borrower a sum stated in the Schedule to this Agreement.
- 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 clauses are applicable to client 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 (April 1, 2020 to March 31, 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 and 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.**

All fees, charges and costs including administrative fees, transaction fees, charges towards issuance of duplicate statement/ s, etc. payable in connection with the loan and as specified in the Schedule shall be to the Borrower's account. The other Bank's standard schedule of charges shall be reimbursable by the Borrower to the Bank separately. The Bank reserves the right to fees, charges etc. and such revision shall be communicated to the Borrower. 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.

2.8. **Penal Charges**

The Bank will be entitled to recover the Penal Charges together with taxes as and when they become due. The Bank shall not charge any interest on the Penal Charges payable, however the Bank shall be entitled to recover from the Borrower, Penal Charges whenever due either as part of the repayment or separately. No notice, reminder or intimation shall be given to the Borrower/ Security Provider/ Guarantor in this regard.

2.9. **Revision in Interest Rate**

The Bank, may, in its sole discretion (in keeping with its internal policies or regulatory requirements), revise the Interest Rate on the Loan, after notifying the Borrower. Revision in Interest Rates shall be prospectively applicable.

2.10. **Mode of Disbursement and Disbursal Schedule**

The Bank may disburse the Loan either in lump sum or in suitable installments as decided by the Bank with reference to the need or progress of project/ construction, which decision shall be final and binding on the Borrower. Loan funds will be disbursed based on the borrower's instructions given through the disbursal request letter that forms a part of this agreement, unless otherwise agreed mutually between the bank and the borrower in writing.

- a. Loan funds will be disbursed to the borrower's account or to a designated third party as advised by the borrower.
- b. For the purchase of property, the loan amount will be disbursed directly to the property seller, builder, developer or any other authority involved in the property purchase.
- c. In the case of a loan takeover from another financial institution or for closure of existing loan with (Deutsche) bank, the loan funds will be disbursed directly to the financier.
- d. For under-construction properties, the disbursal will be linked to the stage of construction as evaluated by the bank or its authorised agents and will be in line with the bank's credit policy.
- e. The remaining balance (if any) will be disbursed to the borrower or any other entity/ individual once all required documents, including property title papers (where due), have been submitted and all post-disbursal conditions have been met as per the bank's requirements.

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: At the Branch (or at any other branch of the Bank or at any other place as may be notified by 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 Loan, fees, charges including Penal Charges, taxes, claims, costs, interest, any other statutory levies or cess or expenses charged to the Loan account or
- (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 PEMII 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) Penal Charges 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, Security Provider and the Guarantor hereby individually make the following representations, warranties and undertakings in order to induce the Bank to grant the Loan:

- (i) 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.
- (ii) The information provided in the Loan application form and set out herein is complete and true in all respects.
- (iii) The Borrower, Security Provider and the Guarantor acknowledge and agree that the Schedule, annexed hereto, forms an inseparable and integral part of this Agreement. The contents of the Schedule shall be read in conjunction with the terms and conditions of this Agreement. The Schedule shall not be constructed as a standalone or separate document and any reference therein shall have the same force and effect as if expressly set out in this Agreement.

- (iv) The Borrower, Security Provider and the Guarantor acknowledge and agree that by signing the last page of the Schedule appended to this Agreement, the Borrower Security Provider and the Guarantor shall be deemed to have duly executed, accepted and delivered this Agreement, along with all the terms and conditions contained herein. The Borrower's, Security Provider's and the Guarantor's signature on the Schedule shall constitute conclusive evidence of the Borrower's, Security Provider's and the Guarantor's consent to and acceptance of this Agreement and the Schedule.
- (v) 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.
- (vi) The Borrower shall not induct, on its board, a promoter or director of a company or as a partner in its partnership/ LLP, who has been identified as a 'Wilful Defaulter' for the purposes of the Master Circular on Wilful Defaulters issued by the RBI from time to time. In the event any Borrower's board/ partnership/ LLP contains a promoter or director or a partner who has been classified as 'Wilful Defaulter', the Borrower shall, immediately on becoming aware of the same, take expeditious and effective steps for removal of such person from its board/ partnership/ LLP.
- (vii) 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.
- (viii) 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.
- (ix) The Borrower/ Security Provider has good, clear and marketable title to the Property free from all encumbrances and litigations. In cases where the loan amount is being utilised for the purpose of acquisition of the property, similar criteria shall be applicable. The Borrower shall ensure that interests of the Bank are not prejudiced on account of any defect in title.
- (x) The Borrower has paid all taxes, duties, cess, with respect to the Property and shall ensure there is no default regarding their payment during the tenure of the loan.
- (xi) For a Corporate Borrower:
  - a. 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;
  - b. it is duly incorporated under the laws of India and has the power, capacity and authority to enter into this Agreement and other supporting documents for the purpose of availing the loan 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. The Borrower, 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.
- 3.4. None of the Borrower, the Guarantor, Security Provider 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 the Security Provider or any of their subsidiaries is a Person that is a Sanction Target.
- 3.5. 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.
- 3.6. The Borrower and the Guarantor/ Security Provider has/ have instituted and maintain(s) policies and procedures designed to prevent sanctions violations (by such Issuer and Guarantor/ Security Provider and their Subsidiaries and by persons associated with such Issuer and Guarantor and their Subsidiaries).
- 3.7. The Borrower and the Guarantor/ Security Provider neither know nor have reason to believe that any of them are or may become subject of sanctions-related investigations or juridical proceedings.
- 3.8. 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 November 22, 1996 as amended by Commission Delegated Regulation (EU) 2018/ 1100 of June 06, 2018, section 7 of the German Foreign Trade Ordinance (Außenwirtschaftsverordnung - AWV) or any other applicable anti-boycott or similar laws or regulations.
- 3.9. The Borrower agrees that no notice, reminder or intimation shall be given to the Borrower regarding the Borrower’s obligation and responsibility to ensure prompt and regular repayment of Loan.

## 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 from the Guarantor in the form acceptable to the Bank;
  - (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) For Corporates: A board resolution approving the borrowing and authorising person/ s to execute all documents in respect thereof, including creation of security in favour of the Bank;
- (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:

1. 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;
2. 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;
3. Information regarding likely change in Borrower's employment/ professional status, address, citizenship or residency status, etc.
4. 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 and
5. Such other information regarding the Borrower, Borrower's financial status and/ or utilisation of Loan proceeds, as the Bank may request from time to time.

#### 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.

#### 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.

The facilities will be used for the purpose for which they are granted. The Bank shall be at liberty to undertake scrutiny of your books of accounts during the tenor of the Facility to verify the end user of the Facility or otherwise including instances of red flagging of your account under the applicable provisions prescribed by RBI.

5.11. **Security**

- (i) The Borrower shall or cause to create the 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 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, 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 disbursal 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 Penal Charges, 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.
  - a. 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 Penal Charges, 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) during the tenure of this Agreement, avail of or obtain any further loan or facility by creating a further charge on the Property without the prior written consent of the Bank;
- (ii) 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;
- (iii) 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;
- (iv) 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;
- (v) stand surety or as Guarantor for any third party liability or obligation;
- (vi) 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
- (vii) 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. The Bank may re-evaluate credit profile of the Borrower, from time to time and if the Bank witnesses any deterioration in credit profile as per the internal norms, then it may increase the Interest Rate/ spread charged to the Borrower as per its board approved policy in this regard. Such additional interest rate shall be charged to the Borrower's loan account on the specific date thereof and shall be deemed to form part of the outstanding. Such change will be intimated to the Borrower.

## Article VI

#### 6.1. **Events of Default**

The Bank may, by a written notice to the Borrower/ Security Provider/ Guarantor, 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 fails to make payment of any installment(s) of principal, interest, fees or any other amount due under this Agreement and such payment remains overdue for a period exceeding thirty (30) days from the respective due date.
- iv. Occurrence of two or more instances of payment returns or dishonour of repayment instruments (including NACH, ECS, or cheques) within any continuous period of six (6) months or any irregular repayment behaviour resulting in deterioration of the Borrower's credit profile.

- v. 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;
- vi. 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;
- vii. any information provided by the Borrower to avail the Loan or any representations or warranties herein expressed are found to be incorrect or misleading;
- viii. 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;
- ix. 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 falls to provide;
- x. 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;
- xi. the Borrower fails to create the security or give NACH/ ECS/ SI or submit additional documents to the Bank as provided herein;
- xii. Failure by the Borrower to maintain valid and operative repayment instructions (including NACH/ Standing Instructions) for a continuous period exceeding four (4) months or failure to provide alternative repayment arrangements acceptable to the Lender.
- xiii. in case of Borrower being an individual, the death of the Borrower;
- xiv. 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;
- xv. 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
- xvi. 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;
- xvii. 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.
- xviii. The Borrower fails to pay any amount when due and payable on other loans/ facilities availed from the bank or any other financial institution.
- xix. Deterioration in the business activities of the Borrower or general industry/ segment that the borrower's business is a part of.
- xx. Decline in performance of the borrower on credit facilities or decline in score as reported by Credit Information companies
- xxi. If the borrower fails to insure or inadequately insures the Collateral offered as security for the loan
- xxii. The Borrower fails to submit end use certificate or any other documents required by the Bank from time to time.
- xxiii. Failure by the Borrower to submit, deposit or deliver to the Bank original title documents or any other critical property-related documents required for the creation, perfection or continuation of security within the prescribed timelines or submission of deficient, incomplete or incorrect documents.
- xxiv. breach of the terms of any escrow arrangement, including failure to open or operate the designated escrow account, non-routing of receivables or rentals through such account,
- xxv. failure by the Borrower to maintain the designated operating account or acting in contravention of any applicable regulatory or Reserve Bank of India guidelines, including but not limited to the requirement of maintaining such account under the "Need for Discipline" circular or any similar regulatory directive, where the Bank is designated as the primary banker.
- xxvi. 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
- xxvii. dissolve or admit new partners in the partnership without prior written consent from the Bank, in case the Borrower is a partnership firm.
- xxviii. Classification of the Borrower's account as delinquent or as a Non-Performing Asset (NPA).
- xxix. 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 premium charged.

6.2. It is hereby agreed between the parties that in the event of the default by the Borrower, the Guarantor should be liable to pay any tax on assets, securities, loan or any other charges arising in relation to this Agreement which otherwise would have been payable by Borrower.

### 6.3. **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.

6.4. 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 supersedes 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 Schedule 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/ Schedule 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 collection/ recovery of dues, a latest copy of which is available on the Bank's website [www.deutsche.bank.in](http://www.deutsche.bank.in). The current version of the recover policy of the Bank is appended to this Agreement as Annexure A.

#### 8.8. **Grievance Redressal**

The Bank has a Grievance Redressal Mechanism in place to address any concerns related to this Agreement or for any assistance required during the tenor of the Loan. The Borrower may submit complaints through the Customer Service Helpline, email, postal address or online complaint form provided by the Bank. The Bank is committed to resolving all complaints fairly and promptly, in accordance with its policies and within purview of regulatory guidelines.

The Borrower may submit their service requests, complaints or concerns through the following channels:

1. Customer Service Helpline : 1860 266 6660
2. Email : [premium.care@deutsche.bank.in](mailto:premium.care@deutsche.bank.in)
3. Postal Address : PO Box 9095, Goregaon (East), Mumbai 400 063
4. Website : <https://www.deutsche.bank.in/en/connect-with-us/customer-feedback-new.html>

In case the Borrower is not satisfied with the resolution, they may escalate the issue to higher authorities within the Bank or approach the relevant regulatory body (viz. Banking Ombudsman), details of which are provided on the bank's website [www.deutsche.bank.in](http://www.deutsche.bank.in).

## Annexure A

### Policy on Collection of Dues

(i) **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 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. All the practices adopted by the Bank for follow up and recovery of dues will be in consonance with the law.

(ii) **General Guidelines:**

All the members of the staff or any person authorised to represent our Bank in collection 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 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.

(iii) **Giving notice to borrowers**

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

(iv) **Giving notice to borrowers**

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.

(v) **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.

(vi) **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.

## IRAC Annexure

From:  
Borrowers (as specified in the Schedule annexed to the Loan Agreement)

To:  
Deutsche Bank AG

Branch address as specified in the Schedule annexed to Loan Agreement

Dear Sir,

With reference to the Credit facilities sanctioned to me/ us vide sanction Letter as specified in the Schedule annexed to the Loan Agreement 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 ₹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 ₹X-Y.

Additionally, an amount of ₹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 utilised to pay off the partial due of 01.02.2021 (₹X - ₹Y) If there is more recovery than the ₹X - ₹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 February 01, 2021 remain unpaid till 01.03.2021, the age of the oldest dues is reckoned as 29 days on 02.03.2021.

### **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 RBI 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:

1. interest and/ or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan,
2. the account remains 'out of order' as indicated below, in respect of an Overdraft/Cash Credit (OD/CC),
3. the bill remains overdue for a period of more than 90 days in the case of bills purchased and discounted,
4. the instalment of principal or interest thereon remains overdue for two crop seasons for short duration crops,
5. 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:

1. the outstanding balance in the CC/OD account remains continuously in excess of the sanctioned limit/drawing power for 90 days or
2. 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 Categorization	SMA since Date /SMA class date	NPA Categorization	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

#### Day- end process:

It is further clarified that borrower accounts will be flagged as overdue by the bank as part of day-end processes for the due date. End-of-day for this purpose will be 6pm IST of the due date, which means that funds received post 18:00 IST on due date will be applied towards the borrower account on the next working day. Similarly, classification of borrower accounts as SMA as well as NPA will be done as part of day-end process for the relevant date and the SMA or NPA classification date will be the calendar date for which the day end process is run. In other words, the date of SMA/NPA shall reflect the asset classification status of an account at the day-end of that calendar date.

#### Example:

If due date of a loan account is March 31, 2024, and full dues are not received before bank runs the day-end process for this date, the date of overdue shall be March 31, 2024. If it continues to remain overdue, then this account will be tagged as SMA-1 upon running day-end process on April 30, 2024, i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account will be April 30, 2024. Similarly, if the account continues to remain overdue, it will be tagged as SMA-2 upon running day-end process on May 30, 2024, and if continues to remain overdue further, it will be classified as NPA upon running day-end process on June 29, 2024.

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.

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)

### In case of Individuals:

Name \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

### In case of Non-Individuals:

Name of enterprise	Through its authorised signatory	Signature

(NOTE: Affix Rubber Stamp of the Firm)

## Signed and Delivered by the Guarantor(s)/ Security Provider(s)

### In case of Individuals:

Name	In capacity of	Signature
	<input type="checkbox"/> Guarantor <input type="checkbox"/> Security Provider	
	<input type="checkbox"/> Guarantor <input type="checkbox"/> Security Provider	
	<input type="checkbox"/> Guarantor <input type="checkbox"/> Security Provider	
	<input type="checkbox"/> Guarantor <input type="checkbox"/> Security Provider	

**In case of Non-Individuals:**

Name of enterprise/ In Capacity of	Through its authorised signatory	Signature

**Signed and delivered by Deutsche Bank AG**

Through its authorised signatories (Name)	Signature

## AFFIDAVIT CUM UNDERTAKING (FOR READY PROPERTIES)

The Borrower(s)/ Security Provider(s) as specified in the Schedule annexed to the Loan Agreement, residing/office at as specified in the Schedule annexed to the Loan Agreement (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 as specified in the Schedule annexed to the Loan Agreement (hereinafter referred to as “Property”) owned and possessed presently by as specified in the Schedule annexed to the Loan Agreement.
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.

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DEPONENT

### Verification

Verified at as specified in the Schedule annexed to the Loan Agreement, on date as specified in the Schedule annexed to the Loan Agreement 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)

The Borrower(s)/ Security Provider(s) as specified in the Schedule annexed to the Loan Agreement, residing/office at as specified in the Schedule annexed to the Loan Agreement (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 as specified in the Schedule annexed to the Loan Agreement (hereinafter referred to as “Property”) owned and possessed presently by as specified in the Schedule annexed to the Loan Agreement.
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 any further construction/ improvement carried out by me on the Property shall be in accordance with sanctioned building plan/s.
4. 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.
5. That I shall use the Property for approved and legal purposes only.
6. 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.

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DEPONENT

### Verification

Verified at as specified in the Schedule annexed to the Loan Agreement, on date as specified in the Schedule annexed to the Loan Agreement 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

## PERSONAL GUARANTEE

To:  
DEUTSCHE BANK AG,  
Branch address as specified in the Schedule annexed to Loan Agreement

Dear Sirs,

In consideration of you having granted or having agreed to grant at my/ our request to the Principal Debtor ( as specified in the Schedule annexed to Loan Agreement) a financial assistance (Loan as specified in the Schedule annexed to Loan Agreement ) on the terms and conditions as set out in the loan agreement (“ Agreement”, as specified in the Schedule annexed to Loan Agreement) executed between yourselves and the Principal Debtor,

I/ We hereby agree with and undertake to you, Deutsche Bank AG, India (Bank) as under, namely :

- a. I/ We (Name and address of the Guarantor as specified in the Schedule annexed to this Agreement) respectively hereby, jointly and severally, and unconditionally guarantee (“Guarantee”) the due payment to the Bank of all the amounts due and payable by the Principal Debtor to the Bank in respect of the Loan or under Agreement and together with interest (at the rate(s) determined by you from time to time) and other charges, including all legal charges and expenses payable by the Principal Debtor under the said Agreement.
- b. This Guarantee is independent of the said Agreement and I/ we shall be independently liable to the Bank under this Guarantee, notwithstanding any of the provisions of the said Agreement or any other contract or arrangement between the Bank and the Principal Debtor or any other person or persons.
- c. The amounts payable by me/ us under this Guarantee shall be paid by me/ us without any demur or protest on receipt of notice in writing from the Bank that a specified amount is due to the Bank by the Principal Debtor under the said Agreement. I/ We shall not ask further proof or evidence of your right to claim and receive the said sums from me/ us and the notice issued by the Bank to me/ us shall be final and binding on me/ us and the notice shall not be questioned by me/ us in any respect whatsoever and I/ we shall pay all the amounts claimed by the Bank in its notice of demand within one week from the date thereof.
- d. This Guarantee shall not be revoked by me/ us without the Bank’s prior consent in writing.
- e. Any forbearance or omission on the Bank’s part in enforcing any of the conditions of the said Agreement or any compliance by the Principal Debtor of any of the terms and conditions stipulated therein or granting of time or other indulgence to the Principal Debtor or in any other matter connected therewith, shall not discharge me/ us in any way of my/ our obligations under this Guarantee and my/ our said obligations under this Guarantee shall be discharged only upon payment of the amounts for which I/ we am/ are liable.
- f. My/ our liability under this Guarantee shall not exceed the Loan amount as specified in the Schedule annexed to the said Agreement together with the applicable rate of interest including but not limited to various costs, charges and other expenses, legal expenses, that has been agreed to be paid by the Principal Debtor to the Bank under the said Agreement.
- g. My/ our liability under this Guarantee shall not be affected by the inability of the Principal Debtor to undertake all or any of the obligations under the Agreement or the insolvency of or change in the constitution of the Principal Debtor.
- h. You shall have full discretionary powers, without any further consent from or notice to me/ us and without in any way affecting my/ our liability under this Guarantee to renew the Facility or any part thereof and to hold over, renew or give up in whole or in part and from time to time any securities received and/ or to be received from the Principal Debtor.
- i. You shall have complete liberty, without in any way affecting this Guarantee and discharging me/ us from my/ our liability hereunder, to vary any of the provisions of the Agreement or to grant any indulgence to the Principal Debtor and I/ We shall not be released by the exercise by the Bank of any such power or by reason of time being given to the Principal Debtor or for any other forbearance, act or omission on your part or by any other matter or thing whatsoever which under the law relating to surety would, but for this provision, have the effect of so releasing me/ us and I/ we hereby waive all suretyship and other rights which I/ We might otherwise be entitled to enforce.

- j. The Guarantee hereby given is independent and distinct from any security that the Bank has taken or may take in any manner whatsoever in respect of the Loan and notwithstanding the provisions of Section 140 and 141 of the Contract Act, 1872 or any other section of that Act or any other law, I/ We will not claim to be discharged to any extent because of your failure to take any other such security or in requiring or obtaining any other such security or losing for any reasons whatsoever, including reasons attributable to its default and negligence, benefit of any other such security or any rights to any other such security that have been or could have been taken.
- k. Without prejudice to the provisions of the preceding clause, I/ We will not be concerned in any manner with any other security that the Bank has taken or proposes to take or may take in respect of the Loan and your failure requiring or obtaining any other securities or in the observance or performance of any of the stipulations or terms contained in the Agreement and your default in requiring or enforcing the observance or performance of any of the stipulations or terms of the Agreement shall not have the effect of releasing me/ us from my/ our liability hereunder and of prejudicing the Bank's rights or remedies against me/ us under this Guarantee or any other rights.
- l. This Guarantee shall be a continuing security to the Bank and shall not be determined by me/ us except by performance and this Guarantee shall be applicable to the ultimate balance that may be due to you from the Principal Debtor in respect of the Loan and/ or the Agreement notwithstanding that any account in respect of the Loan may in the meantime or at any time or times have been in credit or may have disclosed a reduced or a nil balance and until repayment of the said balance, you shall be entitled to retain, realise or otherwise dispose of in such manner as you may think fit any securities now or hereafter held by the Bank or in respect of the Loan or the proceeds thereof and without any liability to account to me/ us for any proportion of such securities or any proceeds thereof until the said ultimate balance shall have been satisfied.
- m. As long as any amounts are due to you from the Principal Debtor on any account whatsoever, I/ We will not take any steps to enforce any right or claim against the Principal Debtor in respect of any monies paid by me/ us to you hereunder.
- n. If the Bank receives payments from the Principal Debtor or any security held by the Bank is realised or if the Principal Debtor becomes insolvent or shall enter into any arrangement, scheme or compromise with its creditor or creditors, the Bank shall be at liberty, without discharging my/ our liability, to make or assent to any compromise, compositions or arrangements or to prove and to rank as creditors in respect of the general balance of your account or any item or items thereof and to receive dividends thereupon and all such payments and dividends received shall be treated as payments in gross and my/ our liability shall extend to the ultimate balance after deducting such payments for the full sum hereby guaranteed and to the entire exclusion and surrender of all my/ our rights as surety in competition with you, the statutes of insolvency or any rule of law or equity to the contrary notwithstanding, unless you have been paid all your dues in full.
- o. I/ We shall not stand, in the insolvency of the Principal Debtor, to your prejudice and in case I/ We hold any security from the Principal Debtor, such security would be held by me/ us for the Bank's benefit and if so desired, be transferred to you.
- p. To give effect to this Guarantee you may act as though I/ We am/ are the Principal Debtor/s and my liability hereunder will be several.
- q. I/ We waive in your favors all or any of my/ our rights against you and the Principal Debtor as may be necessary to give effect to any of the provisions of this Guarantee and I/ We agree that I/ We shall not be entitled to claim the benefit of any legal consequences of any variations of the Agreement or any other agreement between you and the Principal Debtor in respect of the Loan or in your allowing additional facilities to the Principal Debtor.
- r. This Guarantee shall be in addition to and shall not merge with or otherwise prejudice or affect any other guarantee for the Principal Debtor signed by me/ us or any other security right or remedy that you may at any time hold.
- s. I/ We shall, forthwith on demand made by you, deposit with you such sum or security or further sum or security as you may, from time to time, specify as security for the fulfillment of my/ our obligations under this Guarantee and any security so deposited with you may be sold by you after giving me/ us a reasonable notice of sale and the said sum or proceeds of the sale of the said security may be appropriated by you towards satisfaction of my/ our obligations hereunder and any liability arising out of the non-fulfillment of my/ our obligations hereunder.
- t. Any notice to be given to me/ us under these presents shall be deemed to have been given to me/ us by sending the same by post at the address specified in the Schedule annexed to the said Agreement and shall be effectual notwithstanding any change of address. It shall be sufficient if such notice were signed by any of your officers and in proving such service, it shall be sufficient to prove that the letter containing the demand was

sent by prepaid post and properly addressed. Such letter shall be deemed to have been received by me/ us on the expiry of 48 hours after the posting thereof and in the event of my/ our death, it shall be deemed to have been received by my/ our legal representative

- u. An admission or acknowledgment by the Principal Debtor or by any person authorised by the Principal Debtor or a certificate signed by any of your officers or an authorised official of the amount due to you by the Principal Debtor or otherwise shall be binding and conclusive on me/ us in any court of law and elsewhere.
- v. The Guarantee herein contained shall not be determined or in any manner prejudiced by any absorption or amalgamation or re-constitution or alteration in the status or change in your constitution but shall be available for and by your successors and the absorbing or amalgamated or reconstituted or altered or changed authority or body.
- w. I/ We have not taken/ received and undertake not to take/ receive the benefit of any security from the Principal Debtor or any other person liable under the Agreement. If any such security is taken or I/ We receive the benefit of the same, I/ We hereby agree to forthwith deposit an amount equal to the value of the same with you until such security is released or the benefit thereof returned to the Principal Debtor.
- x. You shall be entitled at any time and without notice to me/ us or the Principal Debtor to combine or consolidate all or any of my/ our accounts and liabilities with or to you or set off or transfer any sum or sums standing to the credit of one or more of such accounts in or towards the satisfaction of my/ our liability to you under this Guarantee.
- y. This Guarantee shall be binding on my/ our respective heirs, executors, administrators or successors as the case may be.

IN WITNESS WHEREOF THE GUARANTOR HAS EXECUTED THESE PRESENTS THE DAY AND YEAR FIRST  
HEREINABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

BY THE WITHIN NAMED GUARANTOR(S)

Guarantor Name Mr/ Mrs \_\_\_\_\_ Signature \_\_\_\_\_

Guarantor Name Mr/ Mrs \_\_\_\_\_ Signature \_\_\_\_\_

Guarantor Name Mr/ Mrs \_\_\_\_\_ Signature \_\_\_\_\_

Guarantor Name Mr/ Mrs \_\_\_\_\_ Signature \_\_\_\_\_

Guarantor Name Mr/ Mrs \_\_\_\_\_ Signature \_\_\_\_\_

## DEED OF GUARANTEE

THIS DEED OF GUARANTEE made at place and date as specified in the Schedule annexed to the Loan Agreement.

Name and address of the Guarantor under this Deed of Guarantee (as specified in the Schedule annexed to the Loan Agreement)

hereinafter unless otherwise specifically designated referred to as ‘the Guarantor(s)’ (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include in so far as the Guarantor(s) are concerned their respective heirs, executors, administrators and legal representatives)

IN FAVOUR OF

Deutsche Bank AG, a banking company incorporated and existing under the laws of Federal Republic of Germany with its registered office in Taunusanlage 12, D-60325 Frankfurt, and acting through its branch address as specified in the Schedule annexed to the Loan Agreement \_ ( hereinafter called the ‘THE BANK’ and shall include its successors and assigns).

WHEREAS, in terms of Loan Agreement dated as specified in the Schedule annexed to the Loan Agreement (hereinafter referred to as ‘the Loan Agreement’) executed by [mention name of borrower], hereinafter Borrower, the Bank has agreed to grant financial assistance to the Borrower for the purpose as specified in the Schedule annexed to the Loan Agreement for an amount as specified in the Schedule annexed to the Loan Agreement (“Loan”), against the security of property as specified in the Schedule annexed to the Loan Agreement (“the Property”)

AND WHEREAS as a condition precedent to the said Agreement, the Bank has stipulated that the Borrower shall procure and furnish to the Bank one or more guarantees, guaranteeing due repayment by the Borrower of the said Loan together with interest, costs, charges, expenses and/ or other monies due to the Bank in respect of or under the said Loan Agreement on demand by the Bank;

AND WHEREAS the Guarantor(s), in consideration of the Bank having agreed to grant and/ or granted the Loan to the Borrower, has/ have agreed to execute this Guarantee in favour of the Bank on the terms and in the manner hereinafter appearing as follows;

1. If at any time default shall be made by the Borrower in repayment of the Loan amount as specified in the Schedule annexed to the Loan Agreement or any part thereof or any installment thereof or in payment of interest, costs, charges, expenses and/ or other monies or legal and professional charges or charges for insurance premium, maintenance, management, realisation or otherwise in respect of the security/s created/ to be created in favour of the Bank for the time being due to the Bank in respect of or under the said Loan Agreement, the Guarantor(s) shall jointly and severally, unconditionally and irrevocably forthwith on demand and without any demur, delay or protest pay to the Bank the whole of such amount of the Loan together with interest, default interest, costs, charges, expenses and/ or any other monies including those specified above as may be then due to the Bank in respect of the said Loan or any installment thereof and shall indemnify and keep indemnified the Bank against all losses of the said principal sum, interest or other monies due and all costs charges and expenses whatsoever which the Bank may incur by reason of any default on the part of the Borrower. Default for the purpose of this deed of guarantee will be non-payment of Bank’s dues on demand by the Borrower and/ or any default of the Borrower’s in terms of the said Loan Agreement.
2. The Bank shall be at liberty and the Guarantor hereby give its/ their consent to the Bank, without in any manner affecting the Guarantor(s) liability under this Guarantee, to vary any of the terms and conditions of the Loan Agreement or to postpone for any time or from time to time enforce or forbear to enforce any remedies or securities (including the Property mortgaged to the Bank) available to the Bank. The liability of the Guarantor(s) under this guarantee shall in no manner be affected by any such variations, acts or forbearance or by reason of time being given to the Borrower or of any other forbearance act or omission on the part of the Bank or any other indulgence by the Bank to the Borrower or by any other matters or things whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Guarantor(s).
3. The Bank shall be at liberty and the Guarantor hereby give his/ her/ its/ their consent to the Bank to take in addition to the subsisting security any other security for the Loan and to release or forbear to enforce all or any of the remedies upon or under such security and any collateral security now held by the Bank and that no such release or forbearance as aforesaid shall have the effect of releasing or discharging or in any manner affecting the liability of the Guarantor(s) under this guarantee and that the Guarantor(s) shall have no right to the benefit of the said security and/ or any other security that may be held by the Bank until the claims of the Bank against the Borrower in respect of the Loan and all other claims of the Bank against the Borrower on any other account whatsoever shall have been fully satisfied.

4. The Guarantee herein contained shall be enforceable against the Guarantor(s) notwithstanding the security aforesaid or any of them or any other collateral security that the Bank may have obtained or may obtain from the Borrower or any other person shall at the time when proceedings are taken against the Guarantor(s) hereunder be outstanding and/ or remain unrealised.
5. In order to give effect to the Guarantee herein contained the Bank shall be entitled to act as if the Guarantor(s) was/ were principal debtor(s) to the Bank for all payments guaranteed by him/ her/ them as aforesaid to the Bank.
6. The Guarantee herein contained is a continuing one for all amounts advanced to the Borrower by and due to the Bank in respect of or under the Loan or for all interest, costs and other monies which may from time to time become due and remain unpaid to the Bank and shall not be determined or in any way be affected by any account or accounts opened or to be opened by the Bank becoming nil or coming into credits at any time and from time to time. The Guarantee contained herein is valid till the Loan is closed and there is no outstanding against the Borrower(s) in the accounts of the Bank.
7. Notwithstanding the Bank's rights under any security or otherwise which the Bank may have obtained or may obtain, the Bank shall have fullest liberty to call upon the Guarantor (s) to pay the entire amount of Loan guaranteed hereunder together with interest as well as the costs (as between Advocate and Client), all charges and expenses, without requiring the Bank to first realise from the Borrower the amount due to the Bank in respect of the Loan and/ or requiring the Bank to enforce any remedies or security available to the Bank from the Borrower.
8. The Guarantee herein contained shall not be determined or in any way prejudiced by any absorption of or by the Bank or by any amalgamation thereof or therewith but shall ensure and be available for and by the absorbing or amalgamated Bank or concern.
9. The Guarantee shall be irrevocable and enforceable against the Guarantor(s) notwithstanding any dispute between the Bank and the Borrower.
10. The Guarantor(s) affirm(s), confirm(s) and declare(s) that any balance confirmation and/ or acknowledgment of debt and/ or admission of liability given or promise or part payment made by the Borrower or the authorised agent of the Borrower to the Bank shall be deemed to have been made and/ or given by or on behalf of the Guarantor(s) themselves and shall be binding upon each of them.
11. The Guarantor(s) shall forthwith on demand made by the Bank deposit with the Bank such sum as is sufficient for the due fulfillment of his/ her/ their obligations under this Guarantee.
12. The Guarantor(s) hereby agree that notwithstanding any variation made in the terms of the said Loan Agreement and/ or any other documents in pursuance thereof including variation in the Interest Rate and Default Interest Rate, method and periodicity of Interest computation, revision in the repayment schedule or Equated Monthly Repayments or any composition made between the Bank and the Borrower to give time to or not to sue the Borrower, or the Bank parting with any of the security given by the Borrower, the Guarantor(s) shall not be released or discharged of their obligation under this Guarantee.
13. The Guarantor (s) hereby waive all the rights available to him/ her/ them under section 133, 134, 135, 139 and 141 of the Indian Contract Act, 1872 and shall not be entitled to the benefit of subrogation to the security/ies held by the Bank until all monies due to the Bank secured by such securities are fully repaid and also if the same securities are held by the Bank for any other indebtedness of the Borrower.
14. The Guarantor(s) hereby agree and confirm that the Bank shall be entitled to adjust appropriate or set-off all monies held by the Bank to the credit of or for the benefit of the Guarantor(s) on any account or otherwise howsoever towards the discharge and satisfaction of the liability of the Guarantor(s) under these presents.
15. The Guarantor(s) agree(s) that notwithstanding the Bank for any reason whatsoever losing and/ or parting with any security given by the Borrower the Guarantor(s) shall not be released or discharged of their obligations under this Guarantee and in the event of the Bank so losing or parting with the security the Guarantor(s) shall be deemed to have consented to or in the same.

16. The Guarantor(s) agree that if the Borrower(s) becomes bankrupt the Bank may (notwithstanding payment to the Bank by the Guarantor(s) or any other person of the whole or any part of the amount hereby secured) rank as creditor and prove against the estate of the Borrower for the full amount of all the Bank's claims against the Borrower or agree to and accept any composition in respect thereof and the Bank may receive and retain the whole of the dividends, composition or other payments thereon to the exclusion of all the rights of the Guarantor(s) in competition with the Bank until all the Bank's claims are fully satisfied and the Guarantor(s) will not by paying off the amounts payable by them or any part thereof or otherwise prove or claim against the estate of the Borrower until the whole of the Bank's claims against the Borrower have been satisfied and the Bank may enforce and recover payment from the Guarantor(s) of the full amount payable by the Guarantor(s) notwithstanding any such proof or composition as aforesaid. On the happening of any of the aforesaid events, the Guarantors shall forthwith inform the Bank in writing of the same.
17. The Bank's opinion and decision as regards any matter concerning this Guarantee shall be final and binding on the Guarantor(s).
18. The Guarantor(s) agree(s) that a copy of the account of the Borrower contained in the Bank's books of account signed by the Authorised person for the time being of the office at which such accounts shall be kept or any officer of the Bank, shall be conclusive evidence against the Guarantor(s) of the amount for the time being due to the Bank from the Borrower in any action or other proceeding brought against the Guarantor/s under this Guarantee.
19. The Guarantee hereby given is independent and distinct from any security that the Bank has taken or may take in any manner whatsoever whether it be by way of mortgage or otherwise and that the Guarantor(s) has/ have not given this Guarantee upon any understanding faith or belief that the Bank has taken and/ or may hereafter take any or other such security and that notwithstanding the provisions of Section 140 and Section 141 of the Indian Contract Act, 1872 or other section of that Act or any other law, the Guarantor(s) will not claim to be discharged to any extent because of the Bank's failure to take any or other such security or in requiring or obtaining any or other such security or losing for any reason whatsoever including reasons attributable to its default and negligence benefit of any or other such security or any of rights to any or other such security that have been or could have been taken.
20. The Guarantor(s) agree that the amount due under or in respect of the Loan hereby guaranteed shall be payable to the Bank at its branch at address as specified in the Schedule annexed to the Loan Agreement on the Bank serving the Guarantor(s) with a notice demanding payment of the amount and such notice shall be deemed to have been served on the Guarantor(s) either by actual delivery thereof to the Guarantors or by dispatch thereof by Registered Post or Certificate of Posting to the Guarantor(s) address herein given or any other address in India which, the Guarantors may by written intimation give to the Bank and such demand shall be deemed to be received in due course of post and shall be sufficient if signed by any one or by any one of the officers of the Bank and in proving such service, it shall be sufficient to prove that the demand letter was properly addressed and dispatched by registered post.
21. The Guarantor(s) hereby agrees that all the matters concerning these presents and the security created hereunder or arising therefrom shall be construed as per the Indian Laws in respect of and any matter or issues or any disputes arising hereunder, the Court or Tribunal having jurisdiction where the Branch is situated shall have exclusive jurisdiction.

IN WITNESS WHEREOF the Guarantor(s) have executed the Deed the day and year first hereinabove written.

Signed and Delivered by

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Signature

**Schedule gets inserted here**

Visit [www.deutsche.bank.in](http://www.deutsche.bank.in) for more information.

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