



**AXIS BANK**

**RETAIL ASSETS CENTRE**

\_\_\_\_\_ (Place)

**OVERDRAFT AGREEMENT**

NAME OF APPLICANT: \_\_\_\_\_

LOAN ACCOUNT NO: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AMOUNT SANCTIONED	
RATE OF INTEREST	
TENURE	
E	
MODE OF REPAYMENT	PDC / SI / ECS

# INDEX

Standard Documents					
Particulars	Details	To be executed for	To be stamped	To be Notarised	Page No:
Demand Promissory Note CCD-1(A)	an unconditional promise in writing to pay a determinate sum of money along with interest to the Bank on demand of the bank.	All cases where the borrower is other than a partnership firm	Yes with a Revenue stamp	No	1
Demand Promissory Note CCD-1(D)		All cases where the Borrower is a partnership firm or a group of individuals	Yes with a Revenue stamp	No	3
D.P Note Delivery Cum waiver letter	Waiver of rights by customer of presentment of the D.P note	All cases	Yes with a Revenue stamp	No	5
Loan Agreement	An agreement along with schedule executed between the Bank & the Borrower where the Borrower has requested a loan facility from the Bank.	All cases	Yes	No	7-26
End Use letter from Resident Indian	Declaration for end use of loan advanced by Axis Bank to the customer	All cases extended to Resident Indians	No	No	27
End Use letter from Non Resident Indian	Declaration for end use of loan advanced by Axis Bank to the customer	All cases extended to Non Resident Indians	No	No	28
List of documents	Documents submitted by the Borrower	All cases	No	No	29
PDC Covering letter	Record of Security PDCs submitted	All cases	No	No	30
Disbursement request form	Customer request for disbursement	All cases	No	No	31
Authority Letter	Letter authorizing representative of Axis Bank to collect title plus other documents from another institution	Balance Transfer cases	No	No	32
Legal Documents					
Particulars	Details	To be executed for	To be stamped	To be Notarised	Page No:
Acknowledgement Of Debt	Acknowledgement of Indebtedness by borrower along with the list of security documents submitted.	All cases	Yes	No	33-34
Deed Of Guarantee	An agreement to be executed in case of a Guarantee	Guarantor	Yes	No	35-41
Power Of Attorney	A POA entitling the Bank to exercise various powers as mentioned in the document including creation of EM.	Properties in <b>individual</b> name and falling in Delhi NCR region.	Yes	Yes	42-43
Affidavit	To ensure the there is no violation of sanction plan & the construction is strictly as per the sanction plan. To obtain a completion certificate within 3 months of completion of construction.	Under Construction Commercial properties	Yes (non judicial stamp paper)	Yes	44
Affidavit cum Undertaking	To ensure that the built up property is constructed as per sanction plan and/or building bye-laws & has a completion certificate also.	Ready/built up properties	Yes ( non judicial stamp paper)	Yes	45
Power Of Attorney and Undertaking	A POA and undertaking by customer entitling the Bank to exercise various powers as mentioned in the document.	All cases under Balance Transfer	Yes	Yes	46-47

## DEMAND PROMISSORY NOTE

Rs.....

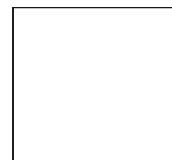
ON DEMAND, I/We,....., promise to pay Axis Bank Ltd. or order, the sum of Rupees..... only together with interest from the date hereof, at..... % above Axis Bank's MCLR/Repo Rate (the present MCLR/Repo Rate being ..... %) i.e. presently at ..... percent or such other rate the Bank may fix from time to time, in relation to the Bank's MCLR/Repo Rate compounding and payable with ..... rests, for value received.

IN WITNESS WHEREOF the common seal of .....has been hereunto affixed on the day and year first herein above mentioned pursuant to the Resolution of the Board of Directors dated.....in the presence of:

- 1.
- 2.

the Director/s and/or the....., who have in token thereof, subscribed their signature hereto.

For societies or trusts the appropriate authorised signatory to execute the document on behalf of the Borrower.



Borrower

Place:.....

Date:.....



# JOINT AND SEVERAL DEMAND PROMISSORY NOTE

Rs. ....

On Demand We,

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

of M/s .....jointly and severally promise to pay Axis Bank Ltd. or order the sum of Rupees ..... for value received alongwith interest at the rate of .....% above Axis Bank Ltd's MCLR/Repo Rate (the present MCLR/Repo Rate being \_\_\_\_\_ % ) i.e. presently at .....percent or such other rate as the Bank may fix from time to time, in relation to the Bank's MCLR/Repo Rate compounding and payable with ..... rests, for value received.



Place: .....

Date: .....

Borrowers



## D.P. NOTE DELIVERY CUM WAIVER LETTER

AXIS Bank Ltd.

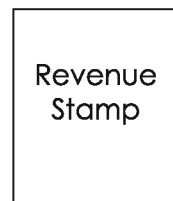
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Please take delivery of the accompanying Demand Promissory Note dated \_\_\_\_\_  
for Rs. \_\_\_\_\_ Rupees \_\_\_\_\_ )  
made by me/us in favour of Axis Bank Ltd.

I/We do hereby also waive my/our rights of the presentment of the aforesaid Demand Promissory Note. We further request you to note that we dispense with a notice of dishonour in terms of Section 98(a) of the Negotiable Instruments Act, 1881, and that in the event of payment not being made on demand by us the Axis Bank Ltd. is at liberty to give time for payment to us without discharging us from liability.

The said Demand Promissory Note shall operate as a continuing security to you to be enforceable for the repayment of the ultimate balance or all sums remaining unpaid under the Credit facility granted now or hereafter; and I/We are to remain liable on the said Demand Promissory Note notwithstanding the fact that by payment made into the Loan account from time to time, the Credit facility may from time to time be reduced or extinguished or even that the balance of the said account(s) may be at credit.



Place: .....

Date: .....

Borrowers





## OVERDRAFT AGREEMENT

THIS AGREEMENT IS MADE at the place and date as specified in the Schedule between such persons, whose name(s) and address(es) are as specified in the Schedule (hereinafter called the "Borrower(s)") of ONE PART and AXIS Bank Ltd., a company, incorporated under the Companies Act, 1956 and a Banking Company within the meaning of the Banking Regulation Act, 1949 and having its Registered Office at 'Trishul', 3rd Floor, Opposite Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad 380 006, Gujarat and one of the branch offices at the place as specified in the Schedule (hereinafter called the "Bank") of the SECOND PART.

The expressions "Borrower(s)" and the "Bank", unless repugnant to the context, shall include their respective legal heirs, representatives, successors, executors, administrators and assigns.

WHEREAS the Borrower(s) has/have requested the Bank and the Bank has agreed to provide Limit under its "Overdraft against Property" Scheme upto the limit(s) as specified in the Schedule with full power to the Bank from time to time to renew or reduce or enhance the limit or altogether withdraw the facility on the terms and conditions appearing herein (hereinafter collectively and individually referred to as the "Limit", vide sanction letter details of which are specified in the Schedule to this Overdraft Agreement.

X \_\_\_\_\_  
1. Borrower

X \_\_\_\_\_  
2. Borrower

X \_\_\_\_\_  
3. Borrower

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS

## 1. Definitions and Interpretation

1.1 In this Agreement, the following meanings are applicable:

**"Agreement"** means this Overdraft Agreement for grant of overdraft against property read in conjunction with the sanction letter more particularly detailed in the Schedule.

**"Borrower"** means one or more individual(s), a sole proprietary firm, a partnership firm, a private limited company or a limited company whose name(s) and address(s) is/are stated in the Schedule executing this agreement as borrower(s) and

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

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

3. In case the Borrower is a partnership firm, the persons whose names are mentioned in the Schedule hereto conducting their activities in partnership in the name and the style as mentioned in the Schedule. The said firm together with its partners in their individual capacities hereinafter referred to collectively as the 'Borrower' and shall include them and survivors or survivor of them or partners or partner for the time being thereof and his/her/their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

4. In case the Borrower is a Private limited company/limited company the term Borrower shall include its successors, administrators and permitted assigns.

**"Branch"** means the branch of the Bank at the place mentioned in the Schedule and where the Limit 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.

**"Limit/ Overdraft Limit"** means the overdraft limit granted by the Bank in terms of this Agreement against the security of property;

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

**Penal Charges** means the rate at which the Bank shall levy charges on the Borrower(s) for the reasons, as stated in the schedule or as may be amended from time to time by the Bank.

- **Financial Default\***: 8% p.a. above current applicable interest rate on the overdue amount ( Penal Charge not exceeding INR 1,00,000 (INR One lakh) per instance)
- **Non-Financial Default\*\***: 1% p.a. above current applicable interest rate / commission from the date of each non-financial default on the outstanding amount of fund-based credit facilities and non-fund-based facilities (as applicable).
- There shall be no capitalisation of Penal Charges.  
Please note, the said Penal Charges will be subject to GST as per applicable laws on Goods and Service Tax in India and GST will be charged separately.  
\*Financial Default includes all types of payment or financial defaults / irregularities with respect to your loan account.  
\*\*Non-Financial Default includes breach of any other obligation(s) / covenant(s) with respect to your loan account.

X \_\_\_\_\_  
1. Borrower

X \_\_\_\_\_  
2. Borrower

X \_\_\_\_\_  
3. Borrower

**"Over Limit Amount"** means the over limit amount is the amount utilized over and above the allowed overdraft limit for the account

**"Marginal Cost based Lending rate"** means the rate so declared by the Bank as its MCLR from time to time and displayed on the notice board of the Bank or website or at the discretion of the Bank, published in newspaper or intimated to the Customer from time to time.

**"Parties"** means the Bank and the Borrower(s) referred to collectively.

**Repo Rate** shall mean the rate so declared by the Bank as its Repo Rate from time to time and displayed on the notice board of the Bank or website or at the discretion of the Bank, published in newspaper or intimated to the Borrower from time to time.

**"Property"** means a real estate property (including a plot of land with or without construction thereon or a flat in a building) against the security of which the Limit is granted by the Bank in terms of this Agreement. The word property shall include the improvements made or occurred to it and also all benefits arising out of the Property.

**"Parent Loan"** shall mean the existing loan availed by the borrower from the Bank by mortgaging the asset/property as collateral/security for the loan availed, the account number for which is stated in the Sanction Letter.

**"Schedule"** means the schedule of this Agreement.

- (a) In this Agreement, singular shall include plural and the masculine gender the feminine or neutral gender.
- (b) Any expression not defined herein shall, if defined under General Clauses Act, 1897 shall carry the same meaning as assigned to it under the said Act.
- (c) The arrangement of clauses in this Agreement shall have no bearing on their interpretation.
- (d) The clause headings are inserted for the sake of convenience only and shall not affect the interpretation of the provisions hereof.

## **2. Bank's Agreement to lend and Borrower(s)' Agreement to borrow**

- 2.1 The Bank agrees, based on the Borrower(s)' Request, Representations, Warranties, Covenants and Undertakings as contained herein and in the application for Limit and other documents executed or tendered by the Borrower(s) in relation to the Limit, to lend to the Borrower(s) and the Borrower(s) agrees to borrow from the Bank, the Limit on the terms and conditions as fully contained in this Agreement and the Schedule.
- 2.2 The relationship between the Bank and the Borrower(s) as lender and Borrower(s) shall commence from the date of this Agreement and subsist until all monies due and payable by the Borrower(s) to the Bank under this Agreement and in all other documents pursuant hereto shall have been fully paid to and received by the Bank.

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

- 3.1 The Limit shall bear \*Goods and Services Tax, Charges and any other fees, if any, as mentioned in the Schedule, which the Borrower(s) agrees to reimburse to the Bank separately.
- 3.2 Other charges as applicable for various transactions, like Demand Draft, stop payment charges etc for a normal current account shall be applicable for the Overdraft Account.

X \_\_\_\_\_  
1. Borrower

X \_\_\_\_\_  
2. Borrower

X \_\_\_\_\_  
3. Borrower

3.3 The Bank shall be entitled to recover from the Borrower(s) any charges or costs incurred or claims suffered by the Bank in connection with the Limit, including on account of execution and stamping of this Agreement and any other documentation or security creation pursuant to this Agreement.

\*Goods and Services Tax (GST) will be charged extra as per the applicable rates on all the charges and fees (wherever GST is applicable)

**4. Mode of operation of the Overdraft account**

4.1 The Bank shall, unless otherwise agreed between the Borrower(s) and the Bank, credit the Limit in lump sum in the Overdraft account of the Borrower.

4.2 The Borrower hereby agrees to avail from the Bank and the Bank hereby agrees to grant to the Borrower, an overdraft facility for the tenure and the purpose mentioned in the Schedule hereto, with different operating overdraft limits (each an "Operating Limit") applicable in different months, starting with an Operating Limit for the first month as specified in the Schedule ("Initial Overdraft Limit") and further lower Operating Limits applicable in subsequent months determined in the manner provided below:

Each Operating Limit shall be applicable from the first date of the relevant month till the last date of the same month (both inclusive) and shall automatically stand reduced at the start of the immediately succeeding next month by an amount equal to  $L/N$  where L is the Initial Overdraft Limit and N is the total Tenure of the Overdraft Facility, designated in months as provided in Schedule with Sanction Letter.

The Borrower shall not be entitled to utilize the Overdraft Facility at any time for an amount exceeding the applicable Operating Limit as aforesaid. No cheque or payment instruction/instrument in excess of any applicable Operating Limit shall be honoured and the Borrower shall be solely liable to the consequences thereof.

4.3 It is understood that the charges in relation to the disbursement (including charges for issuance or for the collection of proceeds by the beneficiary on such payment order or demand draft) shall be borne by the Borrower(s).

4.4 The Bank may not disburse at any time, any amount under the Limit unless the following conditions are complied with in the sole discretion of the Bank:

- a. The loan documents are duly executed and delivered to the Bank by the Borrower(s);
- b. The Borrower(s) satisfies the Bank of its clear and marketable title to the Property;
- c. The Borrower(s)' submission to the Bank of post dated cheques towards repayment; and
- d. Any other document or writing as the Bank may require in its sole discretion.
- e. Submission of all the necessary approvals and permission from the appropriate authorities including but not limited to approvals and certificates from corporations.

4.5 The Bank may not, having disbursed any amount, disburse any further amount under the Limit unless the following conditions are complied with in the sole discretion of the Bank before such further disbursement:

- i) No event of default shall have occurred;
- ii) The Borrower(s) shall have produced evidence of the use of prior disbursements;

X \_\_\_\_\_  
1. Borrower

X \_\_\_\_\_  
2. Borrower

X \_\_\_\_\_  
3. Borrower

- iii) The Borrower(s) shall have assigned in favour of the Bank, the insurance policy (ies) as required by the Bank;
- iv) The Borrower(s) shall have produced his periodic financial statements; and
- v) The Borrower(s) shall have produced all or any other documents or writings as required by the Bank in its sole discretion, which shall be binding on the Borrower(s).

4.6. The Borrower(s) shall repay to the Bank the amount on demand and in accordance with the Schedule.

**5. Interest & Loan Account**

5.1 The Borrower(s) agrees to pay interest on the Limit as per the Schedule to this Agreement and which shall be fixed at all times in relation to and linked to the Bank MCLR/ Repo Rate and the Interest rate at daily rest calculated on the daily balance of the Limit amount and payable monthly. The Borrower(s) is aware that the above said rate i.e. MCLR/ Repo Rate is as defined hereinabove in this Agreement and declared from time to time by the Bank.

5.2 Interest on the amount of the limit will be applied at a markup above MCLR, rising and falling therewith at monthly rest calculated on the daily balance of the utilised limit. Provided that the Bank shall at any time and from time to time been titled to change the rate of interest depending on the changes in the MCLR on the pre defined reset date and such revised rate of interest shall always be construed as agreed to be paid by the Borrower(s) and hereby secured. Provided further that the interest payable by the Borrower shall be subject to the changes in interest rates made by Reserve Bank from time to time. Borrowers shall be deemed to have notice of change in the rate of interest whenever the change in MCLR are displayed/notified at/by the branch.

OR

Interest on the amount of the Loan will be applied at the effective rate i.e. a Spread above Repo Rate, rising and falling there with Repo Rate reset and Spread reset. Interest would be calculated at monthly rest and calculated on the daily balance of the loan amount. Bank shall be entitled to change the rate of interest on predefined reset dates to the prevailing Repo rate and Spread on that day and such revised rate of interest shall always be construed as agreed to be paid by the borrower(s) and hereby secured. Further the interest payable by the borrower shall be subject to the changes in interest rates made by Reserve Bank from time to time. in the rate of interest whenever the changes in Repo Rate are displayed/ notified at/by the branch or website/published in newspaper/made through entry of interest charged in passbook/ statement of accounts sent to the borrower Borrower is deemed to

5.3 The MCLR prevailing on the day the loan is disbursed will be applicable till the next reset date, irrespective of the changes in the MCLR during the interim period.

OR

Repo Rate prevailing on the day the loan is disbursed will be applicable till the next reset date, irrespective of the changes in the Repo rate during the interim period. The REPO rate will be reset once in three months or as decided by bank, whichever is earlier.

5.4 Axis Bank can change the reset frequency for the mortgage loans on a later date at its sole discretion.

5.5 Interest on the Limit shall begin to accrue from the date of debit to the Loan account simultaneously with the Bank's disbursement of the Limit and shall be charged to the loan account on the last day of the month.

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
 1. Borrower 2. Borrower 3. Borrower

- 5.6 Interest on the Limit shall be computed and debited to the Loan Account -
- i) at the intervals as stated in the Schedule
  - ii) Taking the basis of 365 days a year
  - iii) At interest rate more particularly described in the Schedule herein or as may be prescribed by the Bank from time to time and
  - iv) On the actual amount outstanding on the last day of the preceding period of the interval as stated in the Schedule.
  - v) Interest from the date of debit to the Loan account shall be payable every month.
- 5.7 Interest Tax and other taxes/levies as may be applicable from time to time on the Limit shall be borne solely by the Borrower(s)
- 5.8 The Bank shall be entitled to debit all other amounts due and payable by the Borrower(s) under this Agreement (including but not limited to interest tax, fees, stamp duty, processing fee, login fees, costs, GST and other charges, claims and expenses including expenses which may be incurred by the Borrower(s) in the enforcement or attempted enforcement of security created in favour of the Bank) to the Borrower(s)' Loan account, unless separately reimbursed to the Bank by the Borrower(s). Such amounts shall form part of the Limit.
- 5.9 All amount in default for payment (i.e. not paid by the Borrower(s) when due to the Bank) including costs, charges, and expenses debited to the Loan account shall attract penal charges and interest and penal charges shall thereafter accrue at such revised rate(s) as per the schedule.
- 5.10 Interest on the Limit shall be payable every month separately.
- 5.11 Critical conditions- Borrower needs to comply with below three conditions to ensure that the account is not classified as NPA (Non-Performing asset).
1. Borrower to ensure outstanding balance does not remain continuously in excess of Sanction Limit/Drawing Power for 90 days.
  2. Borrower to ensure utilization of limit in OD account in every 90 days.
  3. Borrower to ensure that credits in last three months is sufficient enough to service unpaid interest for the last to last three months.
- 5.12. Kindly note that insurance plan(s) from the insurance partner(s) engaged by the Bank ('such insurance partner(s)') are made available for your convenience and in case you opt for the same, we can assist you in the enrolment of the chosen plan. It is clarified that purchase of the insurance cover from such insurance partner(s) shall be voluntary/optional and is not linked to availment of any product(s)/service(s) from the Bank. You may choose to avail the insurance cover from such insurance partner(s) or from any other insurance providers."

#### **Billing Cycle**

The Borrower will have to abide by the terms of the billing cycle more particularly described in the Schedule.

#### **6. Repayment**

- 6.1. The Limit shall be repayable on a demand being made by the Bank at anytime during the tenure of the Limit.
- 6.2. Second month onwards ,Overdraft Limit will be dropped every month by 1/nth of sanctioned limit from the previous month's limit available to the borrower(Where n is the tenor in months) as more particularly described in schedule. Drop for the First month will be as per Sanction letter.

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
 1. Borrower 2. Borrower 3. Borrower

**7. Security**

The repayment of the Limit, interest, fees, costs, charges and expenses and all other amounts payable under this Agreement to the Bank shall be secured in such manner including by way of mortgage in favour of the Bank over the property as specified in the Schedule.

The Bank shall be entitled to call upon the Borrower(s) and the Borrower(s) shall be liable to furnish to the Bank additional and / or alternate security as decided by the Bank in the event of any substantial deterioration in the value of the security and the Borrower(s) shall be bound to provide any additional security or execute any further mortgage of any other property satisfactory to the Bank within 30 days from the receipt of the letter from the Bank.

The Bank shall have the right to decide, in its sole discretion, the mode of mortgage or creation of any other security/additional security to be created by the Borrower(s) for securing the Limit and all other amounts as aforesaid and the Borrower(s) shall be bound to create such security evidencing the same as may be required by the Bank.

The Borrower(s) shall execute any bonds, promissory notes for the Limit and all such documents, power of attorney(s)/ undertakings and agreements as may be required by the Bank at any time during the pendency of this Limit.

**Cross-Collateralization:** The Borrower agrees to extend the mortgage over the asset / property, already mortgaged with the Bank for the existing parent loan availed by the Borrower from the Bank, to secure the due repayment of these limits and that the mortgage may be enforced by the Bank to recover any outstanding's due from the Borrower to the Bank either under existing parent loan or under these limits being

**8. Bank's Rights:**

The Bank shall, in relation to the Limit:

- a. The Bank shall have an unconditional right to cancel the undrawn/unavailed/ unused portion of the Loan at any time during the subsistence of the Loan, without any further notice to the borrower, for any reason whatsoever. In the event of any such cancellation, all the provisions of this Agreement and all other related documents shall continue to be effective and valid and the Borrower shall repay the outstanding dues under the loan duly and punctually as provided herein.
- b. have the sole right at any time during the tenure of this Agreement to revise the terms and conditions of repayment any other amounts outstanding there under and the Borrower(s) shall make all future repayments to the Bank according to such revised terms on being notified by the Bank of such revision;
- c. Have the sole right to amend any of the terms and conditions of Loan Agreement including but not limited to revision of Interest Rate, (including periodicity of compounding Interest Rate), Penal Charges method of effecting credit of the repayments without assigning any reason the Borrower(s) and the Borrower(s) agrees that such revision shall become applicable from the date of such revision in the records of the Bank;
- d. have the right to receive and adjust any payment/s that it may receive as an assignee of the insurance in relation to the Property towards amounts due

X \_\_\_\_\_  
1. Borrower

X \_\_\_\_\_  
2. Borrower

X \_\_\_\_\_  
3. Borrower

and/or payable by the Borrower(s) under this Agreement;

- e. have the right to enter the Property, inspect books of accounts and other records maintained by the Borrower(s);
- f. have the right to create a charge or mortgage over the Property as security in its own favour or in favour of any third party;
- g. have the right to obtain refinance against the Limit as it may consider appropriate;
- h. be entitled to disclose any information about the Borrower(s), its account relationship with the Bank and/or any default committed by it (whether such information is provided by the Borrower(s) or obtained by the Bank itself and whether in form of repayment conduct, rating or defaults) to its head office, other branch offices, affiliated entities, Reserve Bank of India, any Refinancing agency and such third parties as the Bank may in its sole and exclusive discretion, deem fit and proper. The Bank shall also be entitled to seek and receive any information as it deems fit in connection with the Limit and/or the Borrower(s) from any third party.
- i. be entitled to require the Borrower, in the event of the Borrower opting to resign or retire from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever, to instruct his employer to remit the entire dues (including provident fund, gratuity and compensation) becoming payable by the Borrower from his employer on account of his such cessation of employment and to receive and appropriate the same towards the Borrower's liability under the Loan facility.

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

Being a resident in India, shall not leave India for employment or business or long stay without first fully repaying the Home Loan then outstanding due and payable with interest and other dues, including prepayment charges, if any;

- 9.1 With a view to induce the Bank to grant the Limit to it, the Borrower(s), hereby represents/warrants to/ covenants/ undertakes with the Bank that it-
- (a) has furnished complete and accurate information and details to the Bank about itself and the Property and no vital information has been omitted to be stated
  - (b) has been duly formed and has the power to carry on the its business as it is now being carried on and to own its property and assets and has the power to avail the Limits;
  - (c) shall make available to the Bank such security (including mortgage over the Property) in such form and substance as may be required by the Bank;
  - (d) is absolutely seized and possessed with and sufficiently entitled to the Property and shall not sell, mortgage, lease, surrender or howsoever alienate the property or part thereof;
  - (e) shall always have until all its dues hereunder are not repaid to the Bank, a clear and marketable title to the Property, free from all encumbrances whatsoever
  - (f) has no major pending claims demands litigation or proceedings against it before any court or authority (public or private);

X \_\_\_\_\_  
1. Borrower

X \_\_\_\_\_  
2. Borrower

X \_\_\_\_\_  
3. Borrower



- (g) The Borrower agrees and undertakes not to use the Loan for 1) purchase of gold in any form, including primary gold bullion, gold jewellery, gold coins, units of gold Exchange Traded Funds (ETF) and units of gold Mutual Funds 2) acquisition of small savings instruments (including KVP & NSC)
- (h) shall ensure / utilize the entire Limit for that the purpose for which the Limit is advanced by the Bank is fulfilled in all respects and produce to the Bank, the necessary documents, as may be required by the Bank;
- (i) shall not, during the tenure of this Agreement, avail of or obtain any further Limit or facility on the security of the Property without the prior written consent of the Bank.
- (j) Shall in addition to the income/ financial statement/s required by the Bank furnish such other information/ documents concerning it's trade, business, profession or otherwise as the Bank may require from time to time;
- (k) Shall comprehensively insure and keep insured with the Bank as a sole beneficiary, the Property for its full market value or replacement cost and whenever required by the Bank and shall assign in favour of the Bank and submit to the Bank the aforesaid original insurance policy document(s) and premium/ payment receipts;
- (l) shall promptly inform the Bank of any loss or damage to the property due to any force majeure or Act of God;
- (m) shall do all acts as may be required to maintain the Bank's status of sole beneficiary under the said insurances) and receive money thereon;
- (n) shall in addition to the income/ financial statement/s required by the Bank furnish such other information/ documents concerning it's trade, business, profession or otherwise as the Bank may require from time to time;
- (o) shall promptly and without requiring any notice or reminder from the Bank, repay to the Bank the Limit in accordance with the Repayment Terms mentioned in the Schedule;
- (p) shall (in case of more than one Borrower) be jointly and severally liable to repay the Limit, interest and all other sums due and payable under this Agreement and to observe its terms and conditions;
- (q) 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 the security in favour of the Bank, insufficient;
- (r) shall pay and discharge all rates taxes outgoings and charges pertain to the Property, including to the society/condominium/company, promoters, bodies and authorities (public or private);
- (s) shall not 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 sale, exchange, lease, mortgage, agreement or option or otherwise);
- (t) shall not combine, merge, amalgamate or consolidate the Property with any other property with any right of way or easement in to or over the Property;
- (u) shall not stand surety or guarantor for any third party liability or obligation;
- (v) shall comply with all the terms of the Sanction letter and keep itself aware of the rules of the Bank, as pertaining to this Limit, and in force from time to

X \_\_\_\_\_  
time

1. Borrower

X \_\_\_\_\_

2. Borrower

X \_\_\_\_\_

3. Borrower

- (w) shall ensure the officials of the Borrower(s) executing this Agreement and the documents to be executed in pursuance thereof are duly and properly holding office and are fully authorised to execute the same;
- (x) being a resident in India, shall not leave India for employment or business or long stay without first fully repaying the loan then outstanding due and payable with interest and other dues, including prepayment charges, if any;

**OR**

- (y) being a non resident Indian, shall not leave his/her current place of residence for employment or business or long stay without first fully repaying the Loan then outstanding due and payable with interest and other dues, including prepayment charges, if any;
- (z) the borrower shall, in case the borrower is a company/firm/body corporate, notify the Bank at least 30 days in advance of any intended a) change in business, constitution or constitution documents or b) closure of its business or c) change in address.
- (zi) the Borrower, in case is a company/firm/body corporate, hereby agrees and undertakes that no such person whose name is appearing in the list of Wilful defaulters shall be inducted on its board and that in case, such a person is found to be on its Board, it would take expeditious and effective steps for removal of such person from its Board.
- (zii) the Borrower acknowledges and agrees that the Bank has a right to award a separate mandate to our Auditor or any independent Auditor, as the Bank may deem fit with a view to obtain a specific certificate regarding diversion /siphoning of funds by the Borrower. The Borrower agrees and undertakes to co-operate with such Auditors and provide the necessary information and/or documents as may be required by such Auditors. The Borrower also agrees and undertakes to bear all the expenditure in respect of obtaining the said Certificate and agrees to indemnify and keep the Bank indemnified in this regard.
- (ziii) Borrower/s must utilise borrowed funds solely for the purpose for which the loan is granted and that it cannot make any material transfers to its group entities, from such funds, without the consent of the Bank.

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

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

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

X \_\_\_\_\_  
1. Borrower

X \_\_\_\_\_  
2. Borrower

X \_\_\_\_\_  
3. Borrower

The Borrower makes the above declaration solemnly and sincerely believing the same to be true and knowing fully well that on the faith and strength of the correctness thereof the Bank has agreed to grant the Facility. The Borrower also agrees that it is a condition of the grant of the Facilities that if any statement made with reference to the above is found to be false at any time the Bank shall at liberty and entitled to revoke the Facilities.

(OR)

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

Sr.No.	Name of Director(s)/ Senior Officer(s)	Designation	Relationship
1.			
2.			
3.			

**10. A) Events of default.**

The Bank may by a written notice to the Borrower(s), declare all sums outstanding under the Limit (including the principal, interest, charges, expenses) to become due and payable forthwith irrespective of any agreed maturity and enforce the security created in favour of the Bank for the Limit upon the occurrence (in the sole decision of the Bank) of any one or more of the following:

The Borrower(s) commits any default in the payment of any amount to the Bank when due and payable;

- (a) The Borrower(s) 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 Limit or dues or liability of the Borrower(s) to such person ahead of its repayment terms as previously agreed between such person and the Borrower(s);
- (b) The Borrower(s) defaults in performing any of it's obligations under this Agreement or breaches any of the terms or conditions of this Agreement or any other security documents, undertakings etc. executed in favour of the Bank;
- (c) The death, failure in business, going into liquidation / dissolution, amalgamation or reconstruction, except with prior written approval of the Bank, general assignment for the benefit of creditors, if the Borrower(s) suspends payment to any creditors or threatens to do so, filing of any petition of winding up against the Borrower(s)
- (d) Any of the information provided by the Borrower(s) to avail the Limit or any of its Representations, Warranties herein being found to be or becoming incorrect or untrue;
- (e) Any person other than the Bank commencing proceedings to declare the Borrower(s) insolvent or if the Borrower(s) shall become bankrupt or insolvent or commit act of insolvency;

X \_\_\_\_\_  
1. Borrower

X \_\_\_\_\_  
2. Borrower

X \_\_\_\_\_  
3. Borrower

- (f) The value of the property or any security (including guarantee/s) created or tendered by the Borrower(s), in the sole discretion and decision of the Bank, depreciates entitling the Bank to call for further security and the Borrower(s) fails to give additional security;
- (g) If the Property is destroyed, sold, disposed of, alienated, attached or restrained in any manner;
- (h) The Borrower(s) fails to create the security as provided herein; or
- (i) The Bank, for any regulatory or other reasons, is unable or unwilling to continue the Limit;
- (j) If a receiver is appointed in respect of the whole or any part of the property /assets of the Borrower(s) or if any attachment, distress, execution or other process against the Borrower(s), or any of the securities is enforced or levied upon;
- (k) If the Borrower(s) ceases or threatens to cease or carry on its Business;
- (l) If it is certified by an Accountant of a Firm of Accountants appointed by the Bank (which the Bank is entitled and hereby authorised to do so at any time ) that the liabilities of the Borrower(s) exceed the Borrower(s)' assets or that the Borrower(s) is carrying on business at a loss;
- (m) If any circumstance or event occurs which would or is likely to prejudicially or adversely affect in any manner the capacity of the Borrower(s) to repay the Limit or any part thereof.
- (n) If the Limit or any part thereof is utilised for any purpose other than the purpose for which it is applied by the Borrower(s) and sanctioned by the Bank;
- (o) If any attachment, distress, execution or other process against the Borrower(s), or any of the securities is enforced or levied upon;
- (p) If the Borrower(s), without prior written consent of the Bank, attempts or purports to create any charge , mortgage, pledge, hypothecation, lien or other encumbrance over the Borrower(s)' property or any part thereof, which is or shall be the security for the repayment of the said Dues except for securing any other obligations of the Borrower(s) to the Bank;
- (q) Upon happening of any substantial change in the constitution or management of the Borrower(s) without previous written consent of the Bank or upon the Management ceasing to enjoy the confidence of the Bank;
- (r) If the Borrower(s) fails to furnish any information or documents required by the Bank;
- (s) If the Borrower(s) fails to furnish to the Bank detailed end use statement of the Limit as and when so required by the Bank within 10 (ten) days of receiving such request from the Bank;
- t) All amounts in default for payment, due to delay or non-payment of EMI/ instalment or Interest thereon including any costs, charges and expenses or due to occurrence of any other Event of Default shall be debited to the loan/drawal account and in such case Bank shall also levy the Penal Charges and other charges as applicable and prescribed in the Schedule in the said loan/drawal account for the period of default which shall be paid by the Borrower.
- u) However, if Borrower fails to make the payment of above said amounts in default for payment or the penal Charges and other charges levied by the Bank within 90 days from the due date of such payments, in that case said loan/drawal account shall be classified as Non-Performing Asset ("NPA").

X \_\_\_\_\_  
1. Borrower

X \_\_\_\_\_  
2. Borrower

X \_\_\_\_\_  
3. Borrower

- V) In order to regularize the said loan/drawal account, the Borrower shall be liable to pay all the above mentioned amounts in default and/or penal charges and other charges, as the case may be, [on immediate basis].
- w) RBI vide its guidelines (reference no. RBI/2021-2022/125 DOR.STR.REC.68/21.04.048/2021-22) on 'Prudential Norms on Income Recognition, Asset Classification and Provisioning, pertaining to Advances – Clarifications' dated 12-11-2021 has clarified and/or harmonized certain aspects of the extant Regulatory guidelines. The Borrower agrees, undertakes and confirms that the Bank has brought the following clarifications to the notice of the Borrower and the Borrower confirms of having been apprised of as follows:

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

- (i) **Dues:** shall 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.
- (ii) **Overdue:** shall 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 by the due date fixed by the bank.
- (iii) **Relevance of the principle of 'First In First Out' (FIFO) in appropriation of payments into the Borrower's account:** The principle of FIFO i.e. 'First In, First Out' accounting method is relevant to arrive at the number of days 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 INR 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 (INR Y) of dues during the month of February, the overdue as on 01-03-2021 will be INR X - INR Y.  
Additionally, an amount of INR Z becomes due as on 01-03-2021. Now any payment partial payment into the account on or after 01-03-2021 will be first utilized to pay off the partial due of 01-02-2021 (INR X - INR Y). If there is more recovery than the INR X - INR Y, then after recovering dues of 01-02-2021, the remaining amount will be treated as recovery towards due of 01-03-2021.
- (iv) **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 01-02-2021 remain unpaid till 01-03-2021, the age of the oldest dues is reckoned as 29 days on 02-03-2021.

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

Lending institutions will recognize 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 other than revolving facilities		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	Up to 30 days	NA	NA
SMA 1	More than 30 days and up to 60 days	SMA 1	More than 30 days and up to 60 days
SMA 2	More than 60 days and up to 90 days	SMA 2	More than 60 days and up to 90 days

y) **Non-performing Asset:**

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

- (i) Interest and/or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan,

- (ii) The account remains 'out of order' as indicated below, in respect of an Overdraft / Cash Credit (OD / CC),
- (iii) The bill remains overdue for a period of more than 90 days in the case of bills purchased and discounted,
- (iv) The instalment of principal or interest thereon remains overdue for two crop seasons for short duration crops
- (v) The instalment of principal or interest thereon remains overdue for one crop season for long duration crops.
- (vi) The amount of liquidity facility remains outstanding for more than 90 days, in respect of a securitisation transaction undertaken in terms of the Reserve Bank of India (Securitisation of Standard Assets) Directions, 2021.
- (vii) in respect of derivative transactions, the overdue receivables representing positive mark-to-market value of a derivative contract, if these remain unpaid for a period of 90 days from the specified due date for payment.

**z) Out of Order' Status:**

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

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

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

Due date of payment	Payment date	Payment covers	Age of oldest dues in days	SMA /NPA categorisation	SMA since date / SMA class date	NPA 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	No Payment or Partly paid dues of 01.02.2022	1	SMA-0	01.02.2022	NA	NA
01.02.2022	02.02.2022	No Payment or 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 is not paid at EOD 01.03.2022	1	SMA-0	01.03.2022	NA	NA
		No payment of full dues of 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 dues on 01.04.2022 at EOD 01.04.2022	60	SMA-1	01.02.2022/ 02.04.2022	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	NA	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

- aa) The Borrower agrees and acknowledges that the manner of classification and illustrations of SMA and NPA as provided in sub-clauses (a) to (d) above in which the Bank is required to classify accounts as SMA / NPA as per the various applicable regulations and guidelines issued by RBI from time to time and:
- (i) the same is liable to change / be modified as per the requirements of the RBI guidelines in the matter issued from time to time. Any such change shall be intimated by the Bank to the Borrower from time to time and the Borrower agrees and acknowledges that such intimation shall accordingly modify the manner and illustrations provided herein without a need for further amendment to the Agreement or require specific acknowledgment of the Borrower; and
  - (ii) the Bank shall have the right to classify the account of the Borrower with the Bank as SMA / NPA as per the applicable regulations / guidelines issued by RBI from time to time even though the manner of classification and the illustrations thereof are not set forth in this Agreement or the Sanction Letter(s).

**Notice on the happening of an Event of Default**

If any event of default or any event which, after the notice or lapse of time or both would constitute an event of default shall have happened, the Borrower(s) shall forthwith give the Bank notice thereof in writing specifying such event of default, or such event. The Borrower(s) shall also promptly inform the Bank if and when any statutory notice of winding-up under the provisions of the Companies Act, 1956 or any other law or of any suit or legal process intended to be filed / initiated against the Borrower(s), is received by the Borrower(s).

**B) Consequences of default:**

1. In the event of any default as above the Bank shall have the right:-
  - a) To recover the entire dues of the Limit,
  - b) To suspend any withdrawal to be effected in the Loan account,
  - c) Take possession of the security so created whether by itself or through any of the Recovery Agents or Attorneys as may be appointed by the Bank.
  - d) Take any other action as it may deem fit for recovery of its dues and enforcement of the securities.
2. Further, the Bank shall be entitled to forthwith take physical possession of the assets mortgaged to the Bank ("properties") and alienate sell, transfer the said properties either by itself or through its agents and sell or otherwise deal with the same to enforce the bank's security and recover the dues.
3. The Borrower(s) agrees and undertakes not to prevent or obstruct the Bank from taking possession of the properties irrespective of whether the Limit has been recalled whenever in the opinion of the Bank, there is an apprehension of any money not being paid or the Bank's security is being jeopardized and that the Bank's representatives will be entitled to sell, give on rent, or otherwise deal with the properties by public or private auction or private treaty, without being liable for any loss, and to apply the net proceeds thereof as specified in these presents. The Borrower(s) shall pay any deficiency, forthwith to the Bank. The Bank shall also be entitled to adjust and a right of set-off on all moneys belonging to the Borrower(s) standing to their credit in any account whatsoever with the Bank, towards payment of such deficiency. Nothing contained in this clause shall oblige the bank to sell, hire or deal with the properties and the banks shall be entitled to proceed against the Borrower(s) independently of such of any other security. The Borrower(s) agrees to accept the Bank's accounts in respect of such sale, hire, dealing or otherwise as conclusive proof of the correctness of any sum claimed to be due from the Borrower(s) .In case of any deficit, the deficit amount shall be recovered by the Bank from the Borrower(s).
4. The Bank may at the risk and cost of the Borrower(s) engage one or more person(s) to collect the Borrower(s)' outstanding and /or to enforce any security and may furnish to such person the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto as the Bank thinks fit.

X \_\_\_\_\_  
1. Borrower

X \_\_\_\_\_  
2. Borrower

X \_\_\_\_\_  
3. Borrower

5. The Borrower(s) hereby agree as a pre-condition of the said credit facility granted to it by the Bank that in case the Borrower(s) commits default in the repayment of the credit facility or in the repayment of interest thereon or any of the agreed installment of the credit facility on due date/s the Bank and/or Reserve Bank of India will have an unqualified right to disclose or publish the name of the Borrower(s) or the name of the Borrower(s)' company / firm / unit and its directors / partners / proprietors as defaulter in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.
6. It is difficult to envisage a situation when only one facility to a borrower/one investment in any of the securities issued by the borrower becomes a problem credit/investment and not others. Therefore, all the facilities granted by a bank to a borrower and investment in all the securities issued by the borrower will have to be treated as NPA/NPI and not the particular facility/investment or part thereof which has become irregular

**11. Appointment of the Bank as the Borrower(s)' Attorney**

- 11.1 The Borrower(s) shall appoint AXIS Bank Ltd. as its true and lawful attorney to do and execute for and in the name and on behalf of the Borrower(s) , jointly and severally, all or any of the acts, deeds and things, specified therein.

**12. Assignment and Transfer.**

- 12.1 The Bank shall have the right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the Limit and outstanding amounts under the Limit or any other rights and obligations of the Bank under this Agreement or any other document pursuant hereto to any person/ entity in a manner or under or under such terms and conditions as the Bank may decide in its sole discretion without reference to or intimation to the Borrower(s).
- 12.2 The Borrower(s) expressly agrees, in the event of sale or transfer as aforesaid, to accept such person to whom the Limit is sold or transferred as his lender and make the repayment of the Limit to such person as may be directed by the Bank.
- 12.3 The Borrower(s) shall not be entitled to directly or indirectly assign his rights or obligations under this Agreement in part or in whole to any person.

**13. Banks appointment of Agent.**

The rights, powers and remedies available to the Bank under Law and under these present, shall be exercised by the Bank through any of its employees or agent and the Bank may delegate any or all of the said powers and authorities to such employee or agent.

**14. Miscellaneous**

- 14.1 Without prejudice to the Bank's other rights and remedies, the Bank shall be entitled to charge at its own discretion enhanced rates of interests on the outstanding in the loan accounts or a portion thereof or for any default or irregularity on the Borrower(s)' part which in the opinion of the Bank warrants charging of such enhanced rates of interests for such period as the Bank may deem fit.
- 14.2 It is hereby agreed between the parties that the Schedule may be amended, revised, substituted by way of written communication by the Bank to the Borrower(s) from time to time. Such correspondences between the Bank and acceptance thereof by the Borrower(s) shall be deemed to be an integral part of this Agreement and shall be read in conjunction thereof.

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
 1. Borrower 2. Borrower 3. Borrower



- 14.3 All or any other conditions as specified in the sanction letter shall form an integral part of this Agreement and the sanction letter shall always be read in conjunction with this Agreement at all times.
- 14.4 Without prejudice to any other term of this Agreement, the Parties expressly agree that any payment made by the Borrower to the Bank under this Agreement shall be appropriated by the Bank in the following order.
- (i) interest
  - (ii) principal amount of the Loan
  - (iii) interest on amounts in default and loss of profit on the defaulted amount/s
  - (iv) costs, charges and expenses that the Bank may expend to service, enforce and maintain the security and therefore recover the Loan granted against residential / commercial/ commercial under construction property, interest and all sums due and payable by the Borrower to the Bank under this Agreement.
  - (v) Prepayment and other charges
- 14.5 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 Limit under this Agreement and other documents pursuant hereto shall not impair the right, power or remedy or be construed as its waiver or acquiesce by the Bank.
- 14.6 The Parties confirm that this Agreement and its Schedule and any other documentation pursuant to it represent one single agreement between the Parties.
- 14.7 This Agreement super cedes all prior discussions and representations between the parties, including the Bank brochure, save with respect to the obligations of and representations made by the Borrower(s) to the Bank set forth in any correspondence, application forms or otherwise made or agreed to be made howsoever.
- 14.8 Laws of India shall govern this Agreement, the security and other documentation pursuant hereto and Courts having jurisdiction where the Branch is situated shall have exclusive jurisdiction over all aspects governing the interpretation and enforcement of this Agreement, the security and other documentation pursuant hereto Nothing herein shall limit the right of the Bank to take proceedings against the Borrower(s) in any other Court of competent jurisdiction within India nor shall the taking of the proceedings in one or more jurisdiction preclude the Lender from taking proceedings in any other jurisdiction within India, whether concurrently or not.
- 14.9 The borrower shall, in case the borrower is a company/firm/body corporate, notify the Bank at least 30 days in advance of any intended a) change in business, constitution or constitution documents or b) closure of its business or c) change in address.
- 14.10. 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(s), on the address of the Borrower(s) last known to the Bank):

X \_\_\_\_\_  
1. Borrower

X \_\_\_\_\_  
2. Borrower

X \_\_\_\_\_  
3. Borrower

- (a) If given by the Bank, may be given by personal delivery, fax or by post and shall be deemed to have been served upon or received by the Borrower(s), if given by personal delivery, when so delivered and if by post on expiration of 3 days after the same has been delivered to the post office for onward transmission to the Borrower(s) under certificate of posting; and
- (b) If given by the Borrower(s) to the Bank when it is actually received by the Bank.

14.11 Liability of the Borrower(s) to be joint and several

The liability of the Borrower(s) in respect of this Limit shall be joint and several.

14.12 This Agreement is and should be intended to operate continually till all the dues, indebtedness and liabilities of the Borrower(s) to the Bank at all times during the subsistence of this Agreement, and notwithstanding the existing of credit balance or 'Nil' balance in the Loan account or any part of the Limit, is repaid either on demand from the Bank or otherwise.

14.13 Interest on the amount of the loan will be applied at a rate as mentioned in the Schedule which is at a markup applied on the MCLR at monthly rest. Provided that the Bank shall at any time and from time to time be entitled to change the rate of interest depending on changes in MCLR and such revised rate of interest shall always be construed as agreed to be paid and on reset dates by the borrower(s) and hereby secured. Borrowers shall be deemed to have notice of the change in the rate of interest whenever the change in MCLR are displayed / notified at / by the branch/published. In newspaper/ made through entry of interest charged in the pass book/statement of accounts sent to the Borrower(s).

OR

Interest on the amount of the Loan will be applied at the effective rate i.e. a Spread above Repo Rate, rising and falling there with Repo Rate reset and Spread reset. Interest would be calculated at monthly rest and calculated on the daily balance of the loan amount. Bank shall be entitled to change the rate of interest on predefined reset dates to the prevailing Repo rate and Spread on that day and such revised rate of interest shall always be construed as agreed to be paid by the borrower(s) and hereby secured. Further the interest payable by the borrower shall be subject to the changes in interest rates made by Reserve Bank from time to time. in the rate of interest whenever the changes in Repo Rate are displayed/ notified at/by the branch or website/published in newspaper/made through entry of interest charged in passbook/statement of accounts sent to the borrower Borrower is deemed to have noticed the changes.

14.14. The MCLR prevailing on the day loan is disbursed will be applicable till the next reset date irrespective of the changes in the MCLR during the interim period.

OR

Repo Rate prevailing on the day the loan is disbursed will be applicable till the next reset date, irrespective of the changes in the Repo rate during the interim period. The Repo Rate will be reset once in three months.

14.15 Axis Bank can change the reset frequency for the mortgage loans on a later date at its sole discretion.

14.16 The Fair Practice Code for the Lenders as published on the Axis Bank's website, shall apply to the Loan. Copy of the Fair Practice Code for lenders as available on the Bank's website.

<https://www.axisbank.com/docs/default-source/default-document-library/fair->

**15. CIBIL CLAUSE:**

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

Accordingly, the Borrower(s) hereby agrees and gives consent for the disclosure by AXIS Bank of all or any such :

1. Information and data relating to Borrower(s)/me/ us
2. the information or data relating to Borrower(s)/my / our obligations in any credit facility granted/ to be granted by the Bank
3. default, if any committed by Borrower(s)/me/ us in discharge of Borrower(s)/ my / our's such obligation as the AXIS Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorized in this behalf by RBI.

The Borrower(s) declares that the information and data furnished by Borrower(s) / me/ us to the AXIS Bank are true and correct.

**The Borrower(s) undertakes that -**

1. The Credit Information Bureau (India) Ltd. and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them and
2. The Credit Information Bureau (India) Ltd. and other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to Banks/Financial Institutions and other credit grantors or registered users, as may be specified by the Reserve Bank of India in this behalf.
3. The Borrower hereby gives specific consent to the Bank/Lender for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ( 'Code' for brief ) read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the Credit/ Financial facilities availed from the Bank/ Lender, from time to time, to any 'Information Utility' ( 'IU' for brief ) as defined in Section 3 ( 21 ) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank/Lender, as and when requested by the concerned

In witness whereof the parties hereto have executed/ caused to be executed these presents on the day and year written in the Schedule hereinafter appearing.

X \_\_\_\_\_  
1. Borrower

X \_\_\_\_\_  
2. Borrower

X \_\_\_\_\_  
3. Borrower

## SCHEDULE

A) Borrower's Name (to be filled below as appropriate)

Individual and address: \_\_\_\_\_  
\_\_\_\_\_

Proprietorship Firm and address: \_\_\_\_\_  
\_\_\_\_\_

Partnership Firm and address: \_\_\_\_\_  
\_\_\_\_\_

Private Limited Company and address: \_\_\_\_\_  
\_\_\_\_\_

B) Business (Manufacturing/Trading/Service) : \_\_\_\_\_  
\_\_\_\_\_

C) Residence Address : \_\_\_\_\_  
\_\_\_\_\_

D) Property Details (address with landmark): \_\_\_\_\_  
\_\_\_\_\_

E) AXIS Bank Branch handling the loan account : \_\_\_\_\_  
\_\_\_\_\_

F) Nature of Facility : \_\_\_\_\_

G) Amount Of Limit : \_\_\_\_\_

H) Sanction letter no. and date:

I) Interest : \_\_\_\_\_ % above MCLR/Repo Rate with \_\_\_\_\_ rests i.e. at \_\_\_\_\_ % presently rising or falling in accordance with the change in MCLR/Repo Rate of the Bank.

J) MCLR/Repo Rate Reset frequency \_\_\_\_

K) Penal Charges

Ka) Penal Charges: Penal will be charged to the account as mentioned below, in case the payment has not been made by the due date as specified in the billing statement.

- **Financial Default\*** : 8% p.a. above current applicable interest rate on the overdue amount ( Penal Charge not exceeding INR 1,00,000 (INR One lakh) per instance)
- **Non-Financial Default\*\*** : 1% p.a. above current applicable interest rate / commission from the date of each non-financial default on the outstanding amount of fund-based credit facilities and non-fund-based facilities (as applicable).
- There shall be no capitalisation of Penal Charges.

Please note, the said Penal Charges will be subject to GST as per applicable laws on Goods and Service Tax in India and GST will be charged separately.

\*Financial Default includes all types of payment or financial defaults / irregularities with respect to your loan account.

\*\*Non-Financial Default includes breach of any other obligation(s) / covenant(s) with respect to your loan account.

Revised Penal Charged applicable from Effective Date:

Notwithstanding anything to the contrary contained herein, the parties agree as follows:

- i. The Reserve Bank of India, vide Circular dated August 18, 2023 "Fair Lending Practice - Penal Charges in Loan Accounts", issued instructions ("RBI Instructions") regarding quantum and levy of Penal Charges on loan accounts. The RBI Instructions also stipulate that the penalty/ penal interest being charged for Loan Accounts is to be treated as 'Penal Charges'. The RBI Instructions will become effective from the date as notified by the RBI ("Effective Date").
- ii. On and from the Effective Date:
  - a) the penal charges being charged for the Loan(s)/Facility(ies) under and pursuant to this financing document, shall be treated as penal charges ("Penal Charges");
  - b) the Penal Charges for the Loan(s)/Facility(ies) under and pursuant to this financing document, shall be as published on the Axis Bank website (Home-> Other links-> Fees and charges -> Home loans) at the following URL << <https://www.axisbank.com/retail/loans/home-loan/axis-bank-home-loan/interest-rates-charges>

L)

In case of Micro and Small Enterprises (MSE) customers, no prepayment charges are applicable if loan amount is up to Rs.50 Lakhs under Fixed rate loans, or

2. Loans with floating interest rates (irrespective of the loan limit)
3. Foreclosure charges (OD) : 2% (+applicable GST) will be charged on the limit set for the specific year in which the limit is being foreclosed

M) **Processing Charges**

N) Duplicate No Dues Certificate/NOC : Rs. 50/- per instance

O) Term of Credit Facility : \_\_\_\_\_months as stipulated in this Agreement and also subject to automatic reduction of limit in following manner.

i) Monthly Drop amount:

Drop amount for First Month: \_\_\_\_\_

Drop amount per month for Residual Tenor: \_\_\_\_\_

P) Issuance charges for photocopy of title deeds : Rs. 500/- per document set

\*Goods and Services Tax (GST) will be charged extra as per the applicable rates on all the

Q) **Security :**

(a) Equitable Mortgage of Property

(b) Any other security as may be required to be furnished by the Borrower and as intimated by the Bank from time to time.

X \_\_\_\_\_  
1. Borrower

X \_\_\_\_\_  
2. Borrower

X \_\_\_\_\_  
3. Borrower

## Billing Cycle

<b>Interest Period</b>	From * _____th of the previous month to ** _____th of the current month.
<b>Repayment of Interest (Due Date)</b>	** _____(date) of every month after interest gets billed.

R. **Repayment**

Repayment of the Limit shall be as per the terms and conditions stipulated in the sanction letter No. \_\_\_\_\_ dated \_\_\_\_\_/on demand.

Sd/-

\_\_\_\_\_  
(Borrower)

For AXIS Bank Limited

\_\_\_\_\_  
Authorised Signatory

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

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

## End use letter from the Resident Indian customer

(Date)

Dear Sir,

**Sub: Application for Loan/Overdraft Facility.**

I, \_\_\_\_\_ refer to the Application No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by me to Axis Bank Ltd. for availing of a Loan/Overdraft Facility from Axis Bank.

The said Facility is for the purpose of (tick one)

1. Education
2. Business
3. Marriage
4. Purchase/Improvement of property
5. Medical Treatment
6. Other personal need

If for other personal need, specify: \_\_\_\_\_.

I hereby represent, warrant and confirm that the aforesaid purpose is a valid purpose and also agree and undertake to utilize the loan only for the above mentioned purpose and that the loan shall not be used for any illegal and/or antisocial and/or speculative purposes including but not limited to participation in stock markets/IPOs.

I further agree, confirm and undertake that the purpose of use of funds under the facility shall not be changed in any manner during the tenor of the facility or that such change in purpose shall take place only with the prior written permission of AXIS Bank. I agree that any breach or default in complying with all or any of the aforesaid undertaking(s) will constitute an event of default under the Facility Agreement executed with the bank and accordingly the bank will have the right to initiate appropriate recovery proceedings for recovering the outstanding dues in the loan account.

Thanking you.

Yours Sincerely,

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Co-applicant

## For NRI Customer

(Date)

Dear Sir,

### **Sub: Application for Loan/Overdraft Facility.**

I, \_\_\_\_\_ refer to the Application No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by me to Axis Bank Ltd. for availing of a Overdraft Against Property Facility from Axis Bank.

The said Facility is for the purpose of:

1. Education
2. Business
3. Marriage
4. Medical Treatment
5. Other personal need

If for other personal need, specify: \_\_\_\_\_.

I hereby represent, warrant and confirm that the aforesaid purpose is a valid purpose and also agree and undertake to utilize the loan only for the above mentioned purpose and that the facility shall not be used for any illegal and/or antisocial and/or speculative purposes including but not limited to participation in stock markets/IPOs.

I also undertake to not use the funds for investment in the following:

- 1) Business of Chit fund
- 2) Nidhi Company
- 3) Agricultural or plantation activities or in real estate business or construction of farm houses.
- 4) Trading in Transferable Development Rights (TDRs)
- 5) Investment in capital market including margin trading & derivatives

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

I agree that any breach or default in complying with all or any of the aforesaid undertaking(s) will constitute an event of default under the Facility Agreement executed with the bank and accordingly the bank will have the right to initiate appropriate recovery proceedings for recovering the outstanding dues in the loan account.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Co-applicant



Date:

To,  
**AXIS Bank Ltd.**  
**Retail Asset Center,**

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

I/We \_\_\_\_\_ have deposited the following original property documents on \_\_\_\_\_ with AXIS BANK Ltd, for the purpose of availing a Overdraft Against Property .

Sr. No.	Date of Document	Particulars	Original document	Copy of the document	Remarks
			Please tick as applicable		
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

I/We hereby certify that all the above documents are genuine and given with a bonafide intention for availing the loan.

X \_\_\_\_\_  
1. Borrower

X \_\_\_\_\_  
2. Borrower

X \_\_\_\_\_  
3. Borrower

**PDC COVERING LETTER**

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

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

To,  
AXIS BANK Ltd.  
Retail Asset Center

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

Dear Sir,

Ref: Facility Agreement dated ..... executed by me/us in favour of the Bank

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

- 1. Name of the Drawee bank : \_\_\_\_\_
- 2. Name of the Drawee Bank Branch : \_\_\_\_\_
- 3. MICR Sort Code (9 digit) :
- 4. Date of Cheques : \_\_\_\_\_ of each month commencing from \_\_\_\_\_
- 5. Cheque Numbers :

Sr	From	To	No. of Cheques
1			
2			
3			
4			
5			

I/We agree that the Post dated cheques / Security cheques are given towards loan repayment/ instalments of the debt due and payable by me/us to the Bank in terms of the Loan Agreement dated \_\_\_\_\_

In case of change of authorised signatory of the Borrower, we undertake to replace the cheques appropriately and in the event of non-replacement of the cheques before the due dates, we undertake to honour the Post Dated Cheques/ Security cheques.

X \_\_\_\_\_  
1. Borrower

X \_\_\_\_\_  
2. Borrower

X \_\_\_\_\_  
3. Borrower

## DISBURSEMENT REQUEST FORM

Date:

Place:

To,  
**The Manager**  
**AXIS Bank Ltd.**  
**Retail Asset Center**

Dear Sir,

Sub: Request for opening the limit of my Overdraft Against Property.

I/We have been sanctioned a Overdraft Against Property of Rs. \_\_\_\_\_ by your bank against residential/commercial property in \_\_\_\_\_. I/We request you to kindly open the limit for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) I /We request you to kindly offer the limit favoring \_\_\_\_\_

I/We also request you to kindly deduct my EMI on the 5th / 10 th of every month commencing from \_\_\_\_/\_\_\_\_/20\_\_\_\_

I/We are aware that I/We need to pay PRE-EMI for the broken period\* even if my loan is fully disbursed.

Yours faithfully,

Signature  
(Applicant/Co-applicant)

\*Broken period: from date of disbursement till the EMI cycle date.

## AUTHORITY LETTER

To,

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Dear Sir/Madam

Ref: My Loan Account No. \_\_\_\_\_

I have foreclosed my above loan and here by authorize Mr. \_\_\_\_\_  
to collect all the documents submitted to you as security including the title documents  
relating to the above Loan and acknowledge the receipt of such documents on my behalf.

The signature of Mr. \_\_\_\_\_ is attested below.

Signature of Mr/Mrs.

Thanking You.

To be stamped at an Acknowledgement of Debt at per the state stamp Act

CCD-16

**ACKNOWLEDGEMENT OF DEBT**

Axis Bank Ltd.

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

I/We hereby confirm and acknowledge my/our indebtedness on \_\_\_\_\_ of the sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as stated in Schedule I below and further acknowledge that the debt is secured in the manner stated in the Schedule II below. The said documents of security executed on \_\_\_\_\_ are in full force and effect and that the security there under is also in full force and effect.

Further, I/We acknowledge for the purpose of Section 18 of the Limitation Act, 1963 in order to preclude any question of limitation law that I/We are liable to you for the payment of the outstanding amount as mentioned in the schedule I below and in respect of all the present and future indebtedness and liabilities of the said credit facilities together with interest, costs, charges and expenses in terms of the documents as mentioned in schedule II and the said documents shall remain in force with all relative securities, agreements and obligations.

\_\_\_\_\_  
(Signature of the Borrower)

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

I/We, the guarantor/s concur in the foregoing confirmation and acknowledge my/our liability under the letter/deed/agreement of guarantee signed by me/us and declare that the said guarantee is in full force and effect.

Dated \_\_\_\_\_

Signature of the Guarantor/s)

# Schedule I

Rs. in Lacs

Facility	Limit sanctioned	Outstanding as on

# Schedule II Security Documents

Sr. No.	Document	Date of Execution	Amount

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

\_\_\_\_\_  
(Signature of the Borrower)

# DEED OF GUARANTEE

CCD-17

THIS DEED OF GUARANTEE executed at \_\_\_\_\_ on \_\_\_\_\_  
by \_\_\_\_\_ aged about \_\_\_\_\_ years son/daughter of  
\_\_\_\_\_ residing at \_\_\_\_\_/  
OR/a Company incorporated and registered under the Companies Act, 1976 and having its  
Registered Office at \_\_\_\_\_ through  
its authorized signatory \_\_\_\_\_//OR//a partnership firm, carrying on its partnership  
business under the Partnership Act, 1932 and having its office at \_\_\_\_\_  
| |OR| | Shri. \_\_\_\_\_, a Sole Proprietor of  
M/s. \_\_\_\_\_, a Proprietorship Concern having  
its office at \_\_\_\_\_ | |OR| |  
Shri. \_\_\_\_\_, on behalf of  
M/s. \_\_\_\_\_, a trust/society and registered under the \_\_\_\_\_  
| |OR| | \_\_\_\_\_, a Joint and Hindu Undivided Family, through  
its coparceners and all members (hereinafter referred to as the "Guarantor" which expression shall,  
unless it be repugnant to the subject or context thereof, include its successors and assigns and all  
persons deriving/claiming title there under)

## IN FAVOUR OF

Axis Bank Ltd., a company incorporated under the Companies Act, 1956 and having its registered  
Office at "Trishul", 3rd Floor, Opposite Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad  
380 006 and among other places a branch at \_\_\_\_\_ (hereinafter referred to as the  
"Bank" which expression shall, unless it be repugnant to the subject or context thereof, include its  
successors and assigns)

## WHEREAS

- a) \_\_\_\_\_ (name of the Borrower) having his/her/its office  
at \_\_\_\_\_ (herein referred as the "Borrower") has requested the Bank to lend and  
advance Credit Facilities aggregating to Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_) (hereinafter referred  
to as "Credit Facility") for the purpose of \_\_\_\_\_.
- b) The Bank has granted/agreed to grant/continue to grant the advance to the Borrower the  
said Credit Facility on the terms and conditions contained in the sanction letter ref. no. \_\_\_\_\_  
dated \_\_\_\_\_ (hereinafter referred to as the "Sanction Letter") and the various documents  
obtained/to be obtained entered into between the Borrower and the Bank. (hereinafter referred  
to as the "Facility Documentation")
- c) One of the terms on which the said Credit Facility was agreed to be granted by the Bank to  
the Borrower was that the said Credit Facility would, inter alia, be secured by an unconditional  
and irrevocable guarantee of the Guarantor, being these presents.

X \_\_\_\_\_  
Guarantor

- d) The Guarantor, at the request of the Borrower and in consideration of the Bank having extended/ agreed to extend/continue to extend the said credit facility to the Borrower on the representation of the Borrower, have agreed to execute this Guarantee in favour of the Bank on the terms and in the manner hereinafter appearing.

NOW THIS DEED WITNESSETH AS FOLLOWS: -

In consideration of the Bank extending the Credit Facility to the Borrower, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to and agrees with the Bank as follows:

1. The Bank shall have the sole discretion (i) to make disbursement(s) and/or interim disbursement(s) out of the Credit Facility; and/or (ii) to lend and advance to the Borrower, the said Credit Facility at such time, on such conditions and in such manner as the Bank may decide.
2. The Guarantor shall ensure that the Borrower shall duly and punctually repay the said Credit Facility together with all interest, liquidated damages, premium on prepayment or on redemption, costs, expenses and other monies in accordance with the Facility Documentation and perform and comply with all the other terms, conditions and covenants contained in the said Facility Documentation
3. In the event of any default on the part of the Borrower in payment/repayment or any of the monies referred to above, or in the event of any default on the part of the Borrower to comply with or perform any of the terms, conditions and covenants contained in the Facility Documentation, the Guarantor unconditionally and irrevocably undertakes to pay the Bank forthwith on demand without protest or demur and without proof or condition shall, upon demand, forthwith pay to the Bank all the amounts payable by the Borrower under the Facility Documentation together with interest . at the rate mentioned below on the amounts so demanded from him in the event of any delay in their making the payment to the Bank in terms of the notice of demand issued in this behalf by the Bank.

Credit Facility (Rs.)	Rate of Interest

4. The Guarantor shall also indemnify and keep the Bank indemnified against all losses, damages, costs, claims and expenses whatsoever which the Bank may suffer, pay or incur by reason of or in connection with any such default on the part of the Borrower including legal proceedings taken against the Borrower and/or the Guarantor for recovery of the monies due under the Facility Documentation.
5. The Guarantor agrees that without the concurrence of the Guarantor, the Bank shall be at liberty to vary, alter or modify the terms and conditions of the Facility Documentation and of the security documents executed by the Borrower in favour of the Bank and in particular to defer, postpone or revise the repayment of the Credit Facility and/or payment of interest and

X \_\_\_\_\_  
Guarantor



other monies payable by the Borrower to the Bank on the such terms and conditions as may be considered necessary by the Bank including any increase in the rate of interest. The Bank shall also be at liberty to absolutely dispense with or release all or any of the security/securities furnished or required to be furnished by the Borrower to the Bank to secure the said Credit Facility. The Guarantor agrees that the liability under this Guarantee shall in no manner be affected by any such variations, alterations, modifications, waiver, dispensation with or release of security, and that no further consent of the Guarantor is required for giving effect to any such variation, alteration, modification, waiver, dispensation with, or release of security.

6. The Bank shall have full liberty, without notice to the Guarantor and without in any way affecting this Guarantee, to exercise at any time and in any manner any power or powers reserved to the Bank under the Facility Documentation to enforce or forbear to enforce payment of the Credit Facility or any part thereof or interest or other monies due to the Bank from the Borrower or any of the remedies or securities available to the Bank, to enter into any composition or compound with or to grant time or any other indulgence or facility to the Borrower AND the Guarantor shall not be released by the exercise by the Bank of their liberty in regard to the matters referred to above or by any act or omission on the part of the Bank or by any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Guarantor AND the Guarantor waives in favour of the Bank so far as may be necessary to give effect to any of the provisions of this Guarantee, all the suretyship and other rights which the Guarantor might otherwise be entitled to enforce.
7. This Guarantee shall be enforceable against the Guarantor jointly and severally notwithstanding that any security or securities comprised in any instrument(s) executed or to be executed by the Borrower in favour of the Bank shall, at the time when the proceedings are taken against the Guarantor under the Guarantee be outstanding or unrealised or lost.
8. The Guarantor agrees and gives consent to the sale, mortgage on prior, pari-passu or first charge basis, release etc., of any of the assets by the Borrower from time to time as may be approved by the Bank or the transfer of any of the assets of the Borrower from one unit to the other or to the release or lease out by the Bank any or whole of the assets charged to the Bank on such terms and conditions as the Bank may deem fit and this may be treated as a standing and continuing consent for each and every individual act of transfer, mortgage, release or lease of any of the assets of the Borrower. The Guarantor declares and agrees that no separate consent for each such transfer, mortgage, release or lease of any of such assets would be necessary in future.
9. The Guarantor agrees and declares that the Borrower will be free to avail of further loan or other facilities from the Bank or any other financial institution or Bank in addition to the Credit facility and/or to secure the same during the subsistence of this Guarantee and in that event the Guarantee herein contained will not be affected or vitiated in any manner whatsoever but will remain in full force and effect and binding on the Guarantor.
10. The rights of the Bank against the Guarantor shall remain in full force and effect notwithstanding any arrangement which may be reached between the Bank and the other Guarantors/ Borrower from liability and notwithstanding that any time hereafter the other Guarantor may cease for any reason whatsoever to be liable to the Bank, the Bank shall be at liberty to require the performance by the Guarantor of their obligations hereunder to the same extent in all respects as if the Guarantor had at all times been solely liable to perform the said obligations.

X \_\_\_\_\_  
Guarantor

11. To give effect to this Guarantee, the Bank may act as though the Guarantor were the principal Borrower to the Bank for all payments guaranteed by him as aforesaid to the Bank.
12. The Guarantor declares and agrees that they have not received and shall not, without the prior consent in writing of the Bank receive any security or commission from the Borrower for giving this Guarantee so long as any monies remain due and payable by the Borrower to the Bank under the Facility Documentation.
13. The Guarantor agrees and confirms 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 on any account or otherwise howsoever towards the discharge and satisfaction of the liability of the Guarantor under these presents.
14. The Guarantor shall not in the event of the insolvency of the Borrower prove in competition with the Bank in the insolvency proceedings.
15. A certificate in writing signed by a duly authorised official of the Bank shall be conclusive evidence against the Guarantor of the amount for the time being due to the Bank from the Borrower in any action or proceeding brought under this Guarantee against the Guarantor.
16. This Guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Bank by the Borrower and shall be valid and binding on the Guarantor and operative until repayment in full of all monies due to the Bank under the Facility Documentation and the Bank issues a certificate in this regard.
17. This Guarantee shall be irrevocable and the obligations of the Guarantor hereunder shall not be conditional on the receipt of any prior notice by the Guarantor or by the Borrower and the demand or notice by the Bank as provided in this Guarantee hereof shall be sufficient notice to or demand on the Guarantor.
18. The liability of the Guarantor under this Guarantee shall not be affected by:-
  - (i) any charge in the status of the Borrower by reason if he being declared insolvent; or
  - (ii) any change in the constitution of the Bank/Guarantor.
19. This Guarantee shall be a continuing one and shall remain in full force and effect till such time the Borrower repays in full the said Credit Facility together with all interest, premium on prepayment or on redemption, costs, expenses and other monies that may from time to time become due and payable and remain unpaid to the Bank under the Facility Documentation.
20. The liability of the Guarantor hereunder shall be to the extent of Rs. \_\_\_\_\_ plus all interest, premium on prepayment or on redemption, costs, expenses and other monies payable by the Borrower to the Bank under the Facility Documentation or any other letter or deed. Should there be any excess drawings of the said Credit Facility by the Borrower over and above the initial limit sanctioned to the Borrower, for any reason whatsoever, the Guarantor shall be liable for the entire amount outstanding and the Guarantor expressly waive notice of such excess drawal.
21. Any demand for payment or notice under this Guarantee shall be sufficiently given if sent by post to or left at the last known address of the Guarantor or their heirs or executors or

X \_\_\_\_\_  
Guarantor

administrators as the case may be, and such demand or notice so made or given, and shall be assumed to have reached the addresses in the case of post, if given by post, and no period of limitation shall commence to run in favour of the Guarantor until after demand for payment in writing shall have been made or given as aforesaid and in proving such notice when sent by post it shall be sufficiently proved that the envelope containing the notice was posted and a certificate by any of the responsible officer of the Bank that to the best of his knowledge and belief, the envelope containing the said notice was so posted, shall be conclusive as against the Guarantor, even though it was returned unserved on account of refusal of the Guarantor or otherwise.

22. The liability of the Guarantor hereunder shall not be affected by any dispute between the Borrower and the Bank raised or pending before the Court, Tribunal or Arbitrator(s) and the Guarantor shall remain liable under these presents notwithstanding any orders passed therein.
23. The Guarantor shall not be entitled to the right conferred on sureties notwithstanding anything contained in sections 133, 134, 135, 139 and 141 of the Indian Contract Act, 1872.
24. The Guarantor agrees and declares that the rights and powers conferred on the Bank by these presents may be exercised against him/her/them jointly and/or severally at the discretion of the Bank.
25. The Guarantor shall not be discharged at any time till such time the Bank issues its discharge in writing.
26. For the purpose of this Deed, unless the context otherwise requires, singular shall include plural.
27. **Assignment and Transfer**  
The Bank shall have a right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the Credit Facility and outstanding amounts under the Credit Facility or any other rights and obligations of the Bank under this Deed or any other document pursuant hereto to any person/entity in a manner or under or under such terms and conditions as the Bank may decide in its sole discretion without reference to or intimation to the Guarantor.

The Guarantor expressly agrees, in the event of sale or transfer as aforesaid, to accept such person to whom the Credit Facility is sold or transferred as his lender and make the repayment of the Credit Facility to such person as may be directed by the Bank.

The Guarantor shall not be entitled to directly or indirectly assign his rights or obligations under this Deed in part or in whole to any person.

28. The Guarantor agrees that any admission or acknowledgement in writing by the Borrower of the amount of indebtedness of the Borrower or otherwise as in relation to the subject matter of the guarantee, shall be binding on the Guarantor and the Guarantor accepts the correctness of any statement of account served on the Borrower which is duly certified by the Bank and the same shall be binding and conclusive as against the Guarantor and the Guarantor further agrees that in making an acknowledgement or making a payment the Borrower shall be treated as the authorized agent of the Guarantor for the purpose of Indian Limitation Act, 1963.
29. The Guarantor agrees that the Bank shall not be bound to enquire into the powers of the Borrower and the Bank has powers against the Guarantor notwithstanding any security given or being given to the Bank may be void or defective.

X \_\_\_\_\_  
Guarantor

30. Interest on the Credit Facility shall be computed and debited to the Loan Account taking the basis of 365 days a year.
31. The Guarantor hereby agrees that, the Guarantor is liable to be treated as a Wilful defaulter in terms of the applicable RBI guidelines, in the event, the Lender/Bank makes a claim on the guarantor on account of the default made by the principal debtor, and the Guarantor refuses to comply with the demand made by the Lender / Bank, despite having sufficient means to make payment of the dues
32. CIBIL disclosure clause  
The Guarantor understands that as a pre condition, relating to grant of the loans/advances/ other non fund based Credit Facility to the Borrower and furnishing of guarantee in relation thereto, the Bank requires consent of the guarantor of the Credit Facility granted/to be granted by the Bank for the disclosure by the Bank of information relating to the Guarantor,, obligations as assumed by the guarantor/s in relation to the Credit Facility availed by the Borrower and default, if any, committed in discharge thereof.

Accordingly, the Guarantor agrees and gives consent for the disclosure by the Bank of all or any such:

1. information and data relating to Guarantor.
2. the information or data relating to Guarantor's/obligations in any credit facility granted/ to be granted by the Bank and guaranteed by the Guarantor and
3. default, if any committed by the Guarantor in discharge of Guarantor's obligation as the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorized in this behalf by RBI.
4. The Guarantor hereby gives specific consent to the Bank/Lender for disclosing / submitting the 'financial information' as defined in Section 3 (13 ) of the Insolvency and Bankruptcy Code, 2016 ( 'Code' for brief ) read with the relevant Regulations/Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the guarantees given, securities created for securing the Credit/ Financial facilities availed by the Borrower from the Bank/ Lender, from time to time, to any 'Information Utility' ( 'IU' for brief ) as defined in Section 3 ( 21 ) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank/Lender, as and when requested by the concerned 'IU'

The Guarantor declares that the information and data furnished by the Guarantor to the Bank are true and correct.

The Guarantor undertakes that -

1. The Credit Information Bureau (India) Ltd. and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them and
2. The Credit Information Bureau (India) Ltd. and other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to Banks/Financial Institutions and other credit grantors or registered users, as may be specified by the Reserve Bank of India in this behalf.

**\*IN CASE OF AN INDIVIDUAL**

The Guarantor has executed the Deed of Guarantee at the place and date herein above-mentioned

X \_\_\_\_\_  
Guarantor

**\*IN CASE OF A COMPANY**

The common seal of the Company has been hereunto affixed the place and date first hereinabove mentioned at.....

The Common Seal of..... Ltd. has been affixed hereunto pursuant to the Resolution of the Board of Directors dated.....in the presence of:

- 1. )
- 2. )

the Director/s and/or the....., who have in token thereof, subscribed their signature hereto.

**\*IN CASE OF PARTNERSHIP FIRM**

The Partners of the Firm have executed the Deed at the place and date herein above mentioned.

For..... ( Name of the Partnership Firm)

(Partners)

**\*IN CASE OF PROP. CONCERN**

The said Proprietor has executed the Deed at the place and date herein above mentioned.

For \_\_\_\_\_

Proprietor

**\*In case of HUF**

The coparceners and all the members of Hindu Undivided Family have executed the Deed at the place and date herein above mentioned.

For \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**\*In case of Trust/Society**

The authorised signatory has executed the Deed at the place and date herein above mentioned.

For \_\_\_\_\_

\_\_\_\_\_

(Authorised Signatory)

## POWER OF ATTORNEY

WHEREAS, AXIS BANK Limited a company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ And Branch office at \_\_\_\_\_ (hereinafter referred to as "the Bank"), which term shall include its successors, administrators and assigns) has at my / our request granted me / us / our firm / company a Overdraft facility against property with a total limit up to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) on the terms and conditions more particularly described under the Overdraft Against Property Agreement dated \_\_\_\_\_ between the Borrower and the Bank;

WHEREAS the terms and conditions of the said Overdraft Against Property Agreement require repayment of outstanding amount in respect of the Overdraft Against Property facility together with interest, all costs, charges and expenses to be secured by such security as may be required by the Bank including mortgage of the real estate property in relation to the said Overdraft Against Property facility ("the Property").

Whereas in consideration of the Bank having sanctioned the said Overdraft against property facility at my/our request. I/ We have created or agreed to create security including mortgage of the real estate property in relation to the said Overdraft Against Property facility as required or may be required in future by the Bank.

WHEREAS in consideration of the Bank having granted sanctioned the said Overdraft Against Property Facility at my/our request, I/ We have agreed to appoint the Bank as its true and lawful attorney authorizing the Bank to do all the acts and deeds as may be deemed necessary on my/ our behalf.

NOW ALL MEN AND THESE PRESENTS WITNESS that I/ We do hereby irrevocably nominate, constitute and appoint the Bank acting through any of its officers or agents as my/ our true and lawful attorney for me/ us in my/ our name and on behalf and at my/ our cost and risk to do, execute and perform all or any of the following acts, deeds, matters and things to do so as to

- a) to upkeep the Property;
- b) to create the mortgage of the property in its name or in its nominees name.
- c) to register the Property in the land registry or municipal records;
- d) to represent the Borrower before the governmental or any other authorities in relation to the Property; to take possession of the Property;
- e) to all acts and deeds such as signing documents or applications to give effect to such acts or deeds;
- f) to appoint proxy or proxies for the purpose of representing the Borrower and voting in the meeting of the Co-operative Society or Compendium of which the Borrower is a member in relation to the Property; and to apply for, receive and appropriate it towards the Borrower's liability under the Overdraft Against Property facility, any amount due to the Borrower from his employer.

X \_\_\_\_\_  
1. Borrower

X \_\_\_\_\_  
2. Borrower

X \_\_\_\_\_  
3. Borrower

I/we shall ratify and confirm all acts things deeds performed or to be performed by the Bank or it nominees or substitutes in pursuance of the Powers hereby conferred. The powers vested in the Bank shall be irrevocable and subsist in favor of the Bank till all my/ our dues to the Bank are fully satisfied. The aforesaid powers may be exercised by the Bank in its sole discretion but the exercise of the power is not obligatory on the Bank. The aforesaid powers or any of them shall be exercised by the Bank through any of its employees or agent and the Bank may delegate any or all of the said powers and authorities to such employee or agent. I/we also agree(s) and undertake(s) to execute a Power of Attorney for this purpose in favour of the Bank or any other person as directed by the Bank authorizing the Bank or such other person the aforesaid powers on my/ our behalf.

I/We hereby declare that the appointment of the Bank as our attorney shall be irrevocable and be binding on my/ our legal heirs, executors, successors, administrators and assigns.

I/ We hereby further declare that this POWER OF ATTORNEY is granted to the Bank for consideration and is coupled with interest and for that purpose and extent it shall be governed by Section.202 of the Indian Contract Act, 1872. The Bank shall be entitled to exercise all or any of the powers hereby conferred at any time and to this intent it shall not be determined by the death, insolvency, bankruptcy, insanity of any or all of us.

IN WITNESS WHEREOF I / WE HAVE EXECUTED THIS POWER OF ATTORNEY ON \_\_\_\_\_ DAY OF \_\_\_\_\_(MONTH) \_\_\_\_\_ (YEAR)

Signed, sealed and delivered by the within named  
in the presence of \_\_\_\_\_

1. \_\_\_\_\_  
(Borrower Name)

X \_\_\_\_\_  
1. Borrower

2. \_\_\_\_\_  
(Borrower Name)

X \_\_\_\_\_  
2. Borrower

3. \_\_\_\_\_  
(Borrower Name)

X \_\_\_\_\_  
3. Borrower

## POWER OF ATTORNEY

I/We, Shri/Smt/Ms. \_\_\_\_\_, S/o/D/o \_\_\_\_\_ aged about \_\_\_\_\_ years and Shri/Smt/Ms. \_\_\_\_\_, S/o/D/o \_\_\_\_\_ aged about \_\_\_\_\_ years, permanently residing at \_\_\_\_\_/OR/a Company incorporated and registered under the Companies Act, 1976 and having its Registered Office at \_\_\_\_\_ through its authorized signatory \_\_\_\_\_/OR//a partnership firm, carrying on its partnership business under the Partnership Act, 1932 and having its office at \_\_\_\_\_  
|| OR || Shri. \_\_\_\_\_, a Sole Proprietor of M/s. \_\_\_\_\_, a Proprietorship Concern having its office at \_\_\_\_\_  
|| OR || Shri. \_\_\_\_\_, on behalf of M/s. \_\_\_\_\_, a trust/society and registered under the \_\_\_\_\_ || OR || \_\_\_\_\_, a Joint and Hindu Undivided Family, through its coparceners and all members

### WHEREAS :

- a) I have availed loan from \_\_\_\_\_ Bank, \_\_\_\_\_ Branch and for this security furnished by me is as under \_\_\_\_\_ (details of property).
- b) I wish to transfer the said loan to Axis Bank Ltd., \_\_\_\_\_. Subsequently on request Axis Bank agreed for such a transfer of loan and issued cheque in favour of \_\_\_\_\_ Bank, clearing all the outstanding as on date.
- c) I am entitled to get the original title deeds back and such other documents in this regard.
- d) I am desirous of appointing some fit and proper person to act for me and do all necessary acts and things in connection with the collection of title deeds and other documents from the \_\_\_\_\_ Bank



**NOW KNOW THE ALL MEN BY THESE PRESENTS WITNESSETH:**

That I, the said \_\_\_\_\_ do hereby nominate, constitute and appoint Axis Bank, \_\_\_\_\_  
(hereinafter referred to as "the Attorney") as my true and lawful Attorney for me and on my behalf to do all of the  
acts, deeds matters and things and to exercise all or any of the powers and authorities hereby conferred, that is to  
say:-

1. To collect the title deeds from the \_\_\_\_\_ Bank, \_\_\_\_\_  
(details of branch). Title consisting of

- i.
- ii.
- iii.

2 To collect and receive all the documents from the \_\_\_\_\_ Bank, \_\_\_\_\_ (details of  
branch). Documents consisting of

- i.
- ii.
- iii.

3. To sign instruments and assurances which he shall consider necessary as may be required for fully and effectually for  
obtaining title deed of the property and other documents.

4. And I hereby agree to ratify and confirm all and whatever other act or acts my said attorney shall lawfully do,  
execute or perform or cause to be done, executed or performed in connection with the above said powers under and by  
virtue of this deed notwithstanding no express power in that behalf is hereunder provided.

5. I state that the Power of Attorney so granted shall be valid till such time the above purpose is achieved and thereafter  
this Power of Attorney shall stand automatically cancelled.

IN WITNESS WHEREOF, I, the said \_\_\_\_\_, have hereto signed (or, put my signature, or set my hand and seal at  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

Signed, sealed and delivered by the within named

in the presence of \_\_\_\_\_

- |                 |             |
|-----------------|-------------|
| 1. _____        | X _____     |
| (Borrower Name) | 1. Borrower |
| 2. _____        | X _____     |
| (Borrower Name) | 2. Borrower |
| 3. _____        | X _____     |
| (Borrower Name) | 3. Borrower |

## AFFIDAVIT FOR UNDER CONSTRUCTION PROPERTY

Affidavit of 1) Sh./Smt./Ms. \_\_\_\_\_ aged about \_\_\_\_\_ years son/wife/  
daughter of \_\_\_\_\_ resident of \_\_\_\_\_  
2) \_\_\_\_\_

I/We, the above named deponent/s do hereby solemnly affirm and declare as under:-

1. That the deponent/s, in consideration of AXIS Bank, \_\_\_\_\_ branch having sanctioned /agreed to sanction/ advanced a Loan for under construction property in the sum of Rs. \_\_\_\_\_ against the security of the property i.e. \_\_\_\_\_, specifically affirms that the Deponent/s have obtained the building plan approved/sanctioned by Competent Authority. A copy of sanctioned plan enclosed.
2. That the Deponent/s/ Borrower/s further confirms and undertakes that the Deponent/s -
  - i) shall not violate the sanctioned plan
  - ii) all construction shall be done strictly as per the sanctioned plan
  - iii) all statutory requirements will be fulfilled
3. That the Deponent/s undertakes to obtain requisite Completion Certificate from the Competent Authority within 3 months of completion of the construction and comply other terms as stated above, failing which the bank shall have the absolute power and the authority to recall the entire loan with interest, costs and other charges applicable.
4. That the Deponent/s / Borrowers undertake to abide strictly by all the terms and conditions contained in the sanction letter, various loan documents executed by them in favour of the AXIS Bank including the liability to repay the debt in case of termination / recalling of the loan in the circumstances herein above mentioned. The bank is further entitled at its sole discretion to appoint an Architect at the costs and expenses of the Deponent/s at various stages of construction of building to examine that construction of building is done/ being done strictly as per sanctioned plan.
5. That the Deponents / Borrowers further undertakes that in consideration of the loan advanced/ sanctioned by AXIS Bank, they shall indemnify and keep the said Bank indemnified at all times for any loss and / or damage caused to the said Bank on account of any act done or caused to be done by the Deponent/s / Borrowers.

Deponent/s

**Verified:**

Verified at \_\_\_\_\_ on \_\_\_\_\_ Day of \_\_\_\_\_ Month \_\_\_\_\_ that the contents of the above affidavit are true to my knowledge and belief and nothing material has been concealed therefrom.

Deponent/s

## AFFIDAVIT CUM UNDERTAKING FOR READY/BUILT UP PROPERTY

Affidavit of 1) Sh./Smt./Ms. \_\_\_\_\_ aged about \_\_\_\_\_ years  
son/wife/daughter of \_\_\_\_\_ resident of \_\_\_\_\_  
2) \_\_\_\_\_

I/We, the above named deponent/s do hereby solemnly affirm and declare as under:-

1. That the deponent/s, in consideration of AXIS Bank, \_\_\_\_\_ branch having sanctioned /agreed to sanction/ advance a Overdraft Against Property in the sum of Rs. \_\_\_\_\_ against the security of the property i.e. \_\_\_\_\_, specifically affirms that the built up property has been constructed as per sanctioned building plan and / or building bye-laws and has Completion Certificate issued by Competent Authority. (Copies of sanctioned plan and completion certificate enclosed).
2. The deponent/s have fulfilled all statutory requirements for constructing the building.
3. That the Deponent/s / Borrowers undertake to abide strictly by all the terms and conditions contained in the sanction letter, various loan documents executed by them in favour of the AXIS Bank including the liability to repay the debt. The Deponent/s / borrowers undertakes that the loan will be utilized solely for the purpose which is taken and the property will not put to use for any other purposes, other than that for which the necessary approval/ sanction from Competent Authority is obtained.
4. That the Deponents / Borrowers further undertakes that in consideration of the loan advanced/sanctioned by AXIS Bank, they shall indemnify and keep the said Bank indemnified at all times for any loss and / or damage caused to the said Bank on account of any act done or caused to be done by the Deponent/s / Borrowers.
5. The bank is further entitled at his sole discretion to appoint an Architect at the costs and expenses of the Deponent/s to examine that construction of building is done strictly as per sanctioned plan and / or building bye-laws.

Deponent/s

**Verified:**

Verified at \_\_\_\_\_ on \_\_\_\_\_ Day of \_\_\_\_\_ Month \_\_\_\_\_ that the contents of the above affidavit are true to my knowledge and belief and nothing material has been concealed therefrom.

Deponent/s

## UNDERTAKING

I/We, Shri/Smt/Ms. \_\_\_\_\_, S/o/D/o \_\_\_\_\_ aged about \_\_\_\_\_ years and Shri/Smt/Ms. \_\_\_\_\_, S/o/D/o \_\_\_\_\_ aged about \_\_\_\_\_ years, permanently residing at \_\_\_\_\_ /OR/ a Company incorporated and registered under the Companies Act, 1976 and having its Registered Office at \_\_\_\_\_ through its authorized signatory \_\_\_\_\_ /OR/ a partnership firm, carrying on its partnership business under the Partnership Act, 1932 and having its office at \_\_\_\_\_ || OR || Shri. \_\_\_\_\_, a Sole Proprietor of M/s. \_\_\_\_\_, a Proprietorship Concern having its office at \_\_\_\_\_ || OR || Shri. \_\_\_\_\_, on behalf of M/s. \_\_\_\_\_, a trust/society and registered under the \_\_\_\_\_ || OR || \_\_\_\_\_, a Joint and Hindu Undivided Family, through its coparceners and all members That we have taken Loan Against Property of Rs. \_\_\_\_\_ from AXIS BANK LTD and that this is a take over from \_\_\_\_\_

I/We have already submitted my original property documents to the said \_\_\_\_\_ against the loan amount, which I/We have availed from them.

That the said \_\_\_\_\_ will release the original documents only after the complete outstanding amount is cleared.

That I/We hereby undertake as follows:

I/We hereby assure and would be personally responsible to hand over the following documents from the said

\_\_\_\_\_ to the said AXIS BANK, within a period of \_\_\_\_\_ days after the entire loan outstanding is cleared.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

I/We hereby undertake to hand over to the said AXIS BANK LTD., the loan clearance Certificate/ No dues certificate which shall be issued by the said \_\_\_\_\_ after the loan account with them is closed.

I/We agree to bear all costs and expenses for retrieval of my original documents from the Sub-Registrar office and I authorized AXIS BANK LTD. to receiver the same from me/us if the same is required to be done by the representative of AXIS BANK LTD. upon failure on my/our part to recover the same.

Names and Signatures of the Deponents.

X \_\_\_\_\_  
X \_\_\_\_\_  
X \_\_\_\_\_

Date:

Place:







