

HOME LOAN AGREEMENT

LD/HL-Rural/June 2024/v3

This Agreement made and executed and/or deemed to be executed at the place and on the date set out in the Schedule hereto between “Borrower and Co-Borrower whose details are given in Schedule hereunder, of the First Part;

AND

IDFC FIRST BANK LIMITED (formerly known as IDFC Bank Limited), a company registered within the meaning of the Companies Act, 2013 and a banking company within the meaning of Banking Regulation Act, 1949 having its Registered Office at KRM Tower, 7th Floor, No: 1, Harrington Road, Chetpet, Chennai - 600031 and among others, a branch office at the place specified in Schedule hereto (hereinafter called “The Bank” which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the Second Part.

The Borrower/Co-Borrower and the Bank are hereinafter collectively referred to as ‘Parties’ and individually as the ‘Party’.

WHEREAS, the Borrower has/have approached the Bank for grant/sanction of loan for the amount and the purpose (“Purpose”) as stated in the Schedule hereto which the Bank, has vide Sanction Letter agreed to grant/extend to the Borrower. The Parties hereto are desirous of recording the terms and conditions in relation to the Loan to be made by the Bank to the Borrower on the terms and conditions hereinafter contained.

NOW, THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS-

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement, unless the context otherwise requires, the following terms wherever used including the recitals, shall have the following meanings:
 1. “Agreement” means this agreement read together with Annexure(s) and Schedule to this agreement.
 2. “Applicable Rate of Interest” means the Fixed Rate of Interest or the Floating Rate of Interest applicable to the Loan.
 3. **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.
 4. **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 on the due date fixed by the bank.
 5. **Non-Performing Asset (NPA)** - is a loan or an advance where interest and /or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan.
 6. **“First In First Out” (FIFO)** - The relevance of ‘First in First Out’ (FIFO) is in appropriation of payments into the borrowal account; The Principle of FIFO i.e., ‘First In First Out accounting method is relevant to arrive at the No of days of overdue for determining the SMA/NPA status. The FIFO principle assumes that, the oldest outstanding dues in the loan account needs to be cleared first. The FIFO method thus requires that what is due first must be paid by the borrower first. For example:- If in any loan account as on 01.02.2021 there are no overdues and an amount of Rs. X is due for payment towards principal instalment/interest/charges any payment being credited on or after 01.02.2021 in the loan account will be used to pay off the dues outstanding on 01.02.2021. Assuming that nothing is paid/or there is partial payment (Rs Y) of dues during the month of February, the overdue as on 01.03.2021 will be Rs. X-Y. Additionally, an amount of Rs Z becomes due as on 01.03.2021. Now any payment partial payment into the account on or after 01.03.2021 will be first utilized to pay off the partial due of 01.02,2021(Rs X- Rs Y). If there is more recovery that the Rs. X- Rs.Y then after recovering dues of 01.02.201, the remaining amount will be treated as recovery towards due of 01.03.2021.

7. **Age of Oldest Dues** – The age of oldest dues is reckoned in days from the date on which the oldest payment is due and continues to remain unpaid. In the aforesaid illustration, if the Dues relating to 1st February 2021 remain unpaid till 01.03.2021, the age of the oldest dues is reckoned as 29 days on 02.03.2021.
8. **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 revolving facilities like cash credit/overdraft	
A Sub-categories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue	SMA Sub-categories	Basis for classification – Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA-0		Upto 30 days	
SMA-1	More than 30 days and upto 60 days	SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days	SMA-2	More than 60 days and upto 90 days

Due date of payment	Payment Date	Payment covers	Age of oldest dues in days	SMA / NPA Categorisation	SMA since Date /SMA class date	categorization	NPA Date
01.01.2022	01.01.2022	Entire dues upto 01.01.2022		NIL			
01.01.2022	01.01.2022	Partly paid dues of 01.02.2022	1	SMA-O	01.02.2022		
01.02.2022	02.02.2022	Partly paid dues of 01.02.2022	2	SMA-O	01.02.2022		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-O	01.02.2022		
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not paid at EOD 01.03.2022	1	SMA-O	01.03.2022		
		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		
		Dues of 01.02.2022 fully paid , Due for 01.03.2022 not fully paid at EOD 1.03.2022	1	SMA-O	01.03.2022		
01.04.2022		No payment of dues of 01.02.2022 ,01.03.2022 and amount due on 01.4.2022 at EOD 01.04.2022	60	SMA 1	01.02.2022 03.03.2022		
		No payment of dues of 01.02.2022 till 01.04.22 at EOD 02.04.2022	61	SMA 2	01.02.2022/ 02.04.2022		
01.05.2022		No payment of dues of 01.02.2022 till 01.05.22 at EOD 01.05.2022	90	SMA 2	01.02.2022/ 02.04.2022		
		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 02.05.2022	91	NPA		NPA	02.05.2022
01.06.2022	01.06.2022	Fully Paid dues of 01.02.2022 at EOD 01.06.2022	93	NPA	NA		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	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				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			STD from 01.10.2022

Note- Examples are illustrative and not exhaustive in nature covering common scenarios and that the IRACP norms and clarifications provided by RBI on the subject will prevail.

9. **Amortization Schedule/Repayment Schedule** - The Amortization Schedule shall be provided separately after the disbursement of loan and shall consist details pertaining to exact due dates for repayment of loan, breakup between principal and interest, in case of loan facilities with moratorium on payment of principal and or interest, the exact date of commencement of repayment etc., shall also be specified in the said amortization schedule.
 10. "Application" means duly filled in application form including all particulars and documents submitted by the Borrower to the Bank for the purpose of availing the Loan.
 11. "Annexure" means the annexure(s) to this Agreement as amended/modified from time to time, which shall form an integral part thereof.
 12. "Availability Period" shall mean the period, as specified in the Schedule during which the Loan shall remain available for drawal.
 13. "Borrower" means one or more individual(s) sole proprietorship firm, a partnership firm, HUF, a limited liability partnership or a limited company whose name(s) and address(es) is/ are stated in Schedule to this Agreement and Borrower, unless repugnant to the subject or context thereof shall be deemed to include legal heirs, representatives, administrators, successors and permitted assigns of the Borrower.
 14. "Branch" means the branch of the Bank at the place mentioned in the Schedule where the Loan is sanctioned/dischursed and shall include any other branch where the Loan Account may be maintained or transferred from time to time at the sole discretion of the Bank.
 15. "Business Day" shall mean a day on which the Branch is open for general business as well as for the purposes of payment, settlement and clearing. In case, any date for payment of any dues under this Agreement falls on a day that is not a Business Day, such payments shall be made on the next Business Day.
 16. "Co-Borrower" means one or more individual(s), sole proprietorship firm, a partnership firm, HUF, a limited liability partnership or a limited company whose name(s) and address(es) is/are stated in Schedule to this Agreement and Co-Borrower, unless repugnant to the subject or context thereof shall be deemed to include legal heirs, representatives, administrators, successors and permitted assigns of the Borrower.
 17. "Conversion Charges" means the fee, if any, paid/to be paid by the Borrower to the Bank for the purpose of conversion of Applicable Interest Rate from Fixed Rate of Interest to Floating Rate of Interest or vice versa.
 18. "Equated Monthly Instalment (EMI)" means the amount of pro-rated monthly payment consisting of principal amount of the Loan and/or interest payable thereon.
 19. "Fixed Rate of Interest" means the specific rate of interest applicable on the Loan for specific tenure mentioned in the Schedule.
 20. "Floating Rate of Interest" means the rate of interest applicable on the Loan calculated on the Marginal cost lending rate (MCLR), as changed from time to time, plus the margin mentioned in the Schedule.
 21. "Loan" means the financial assistance sanctioned under this Agreement for the amount and Purpose as mentioned in the Schedule.
 22. "Loan Account" means account opened by the Bank in the name of the Borrower pursuant to the sanction of the Loan and to be operated in accordance with the terms hereof.
 23. "Marginal cost lending rate (MCLR)" means the interest rate announced by the Bank from time to time as its Marginal cost lending rate (MCLR).
 24. Borrower is aware that penal charges means charges which the Bank shall impose for delay in payments by the Borrower. Said charges shall be over and above the applicable charges and interest rates as specified in the Schedule of Charges/Key Fact Statement and the same may be amended from time to time by the Bank. It is further specified that penal charges as set out in the schedule are without prejudice to the Bank's right to recall the entire loan or to initiate any recovery action.
 25. "Pre-Equated Monthly Repayment Interest (P-EMI)" means interest, at the rate indicated in the Schedule, on the Loan from the date/dates of disbursement of the Loan to the date immediately prior to the date of commencement of EMI.
 26. "Property" shall mean the property more specifically described in the Schedule with all the common areas/easements privileges/development rights/benefits/fixtures and fittings/buildings and structures, present and future, all tangible and/or intangible properties, all accretions, additions, accessories, fixtures and fittings, buildings, structures constructed or erected thereon, whether owned, acquired/occupied or to be owned/acquired/occupied by the Borrower (whether financed by the Bank in whole or in part, or not and/or such property(ies) as may be substituted instead of or added to such property(ies) or both, with the Bank's consent.
 27. "Sanction Letter" means the letter, if any, issued by the Bank and accepted by the Borrower, in connection with the Loan and would include any variations and amendments thereto, from time to time. Sanction Letter shall form an integral part of this Agreement and shall always be read in conjunction with the same.
 28. "Schedule" means the schedule(s) to this Agreement as amended/modified from time to time, which shall form an integral part thereof.
 29. "Security" means security created or agreed to be created by the Borrower in favour of the Bank to secure the Loan and/or the performance of the engagement under this Agreement.
 30. Red Flagged Account is one where suspicion of fraudulent activity is thrown up by the presence of one or more Early Warning Signals (EWS) indicators (as defined in relevant RBI circulars from time to time), alerting /triggering deeper investigation from potential fraud angle and initiating preventive measures by the banks.
- 1.2. Unless a contrary indication appears, any reference in this Agreement to:**
- a. All capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them under the Schedule/relevant Annexure(s);
 - b. Any expression not defined herein but defined in the General Clauses Act, 1897, the meaning or interpretation assigned to such expression therein shall also carry the same meaning herein;
 - c. A person includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
 - d. The singular includes the plural (and vice versa);
 - e. Reference to the masculine gender includes references to the feminine gender and the neuter gender and vice versa.
 - f. Unless the context require or otherwise specifically mentioned, reference to the Borrower shall include Co-Borrower as well;
 - g. In the event of any disagreement or dispute between the Bank and the Borrower regarding the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Bank as to the materiality or reasonableness of any of the foregoing shall be final and binding on the Borrower.
- 2. LOAN AMOUNT**
- The Borrower agrees to borrow from the Bank and the Bank agrees to grant to the Borrower, the Loan upon the terms and conditions mentioned in this Agreement.
- 3. DISBURSEMENT**
- 3.1. The Bank shall, subject to the provisions of this Agreement and unless agreed between the Borrower and the Bank otherwise, disburse the Loan in one or more tranches by issuing a Banker's Payment Order or a Demand Draft crossed as "A/c Payee only" or National Electronic Fund Transfer or Real Time Gross Settlement Systems:
 - a. In the name of the seller or vendor towards payment of the purchase price of the Property from whom the Property is being purchased utilising the Loan; or
 - b. In the name of the materials supplier, civil contractor or any other person as notified by the Borrower towards the materials, labour or professional costs, towards the construction or improvement or repair or extension of the Property; or
 - c. In the name of the previous financier towards the repayment of the previous loan to be taken over by utilising the Loan; or
 - d. In the name of the Borrower/Co-Borrower, at the discretion of the Bank. The disbursement made in terms of (a) to (c) above shall be deemed to be a disbursement to the Borrower. The Borrower shall be required to make disbursement request to the Bank as per the tentative disbursement schedule mentioned in the Schedule. However, in case of any dispute, the decision of the Bank shall be final.
 - 3.2. The Bank may not disburse or further disburse, at any time, any amount under the Loan unless the following conditions are complied with in the sole discretion of the Bank:
 - a. The Borrower shall have duly executed and delivered this Agreement to the Bank;
 - b. The Borrower shall have satisfied the Bank of the Borrower's clear and marketable title to the Property;
 - c. If required by the Bank, the Borrower shall have submitted to the Bank the certificate issued by the architect approved by the Bank with respect

- to the progress of construction of the Property.
- d. The Borrower shall have submitted to the Bank a certificate of employment from his employer and his financial statements;
- e. The Borrower shall have submitted to the Bank post-dated cheques, standing instructions, electronic clearing system towards repayment of EMIs / P-EMIs amount;
- f. No event of default shall have occurred;
- g. The Borrower shall have assigned in favour of the Bank, the insurance policy(ies) as may be required by the Bank;
- h. Any other document or writing as the Bank may require in its sole discretion.

3.3. Notwithstanding, anything to the contrary contained herein, the Borrower does hereby confirm that the disbursement shall be deemed to have been made on the date on which the Bank debits the Loan Account simultaneously with the disbursement of the Loan in terms of Clause 3.1 without the Bank concerning itself with the receipt/realisation of such disbursement by the beneficiary/recipient.

3.4. The Borrower agrees and undertakes that in case the Loan is not withdrawn during Availability Period, the Bank shall be entitled to withhold and/or cancel fully and absolutely any further disbursement under the Loan. In such an event, the Bank shall be entitled to recall any disbursed amount of the Loan together with interest, fees, costs, charges and expenses and all other amounts payable under this Agreement.

3.5. Notwithstanding, anything to the contrary contained herein, the Bank shall not in any event or circumstance be liable or be construed as being liable to disburse any amount beyond the Loan amount for any reason whatsoever.

4. INTEREST, FEES/CHARGES/COSTS ETC.

4.1. Interest

- a. The Borrower shall pay to the Bank, interest on the principal amount of the Loan outstanding from time to time at a rate equal to the Applicable Rate of Interest as mentioned in the Schedule.
- b. The Borrower is aware and confirms with the Bank that in case of Floating Rate of Interest, the Applicable Rate of Interest shall change as and when there is any change/reset in the MCLR. The Borrower shall be deemed to have notice of such change whenever the same is announced notified/displayed by the Bank on its website Branch or otherwise. The change in the Applicable Rate of Interest on account of the aforesaid shall become effective from the EMI payment date falling next after such reset.
- c. The Borrower agrees that in case the Applicable Rate of Interest is Fixed Rate of Interest, post completion of the fixed rate tenure mentioned in the Annexure, the Borrower will have an option to continue at the then applicable fixed/floating rate by communicating the same, in writing, to the Bank. If no such communication intimation is received from the Borrower, the Bank shall be at liberty to charge interest at the then Floating Rate of Interest. Notwithstanding the same, the Fixed Rate of Interest may in the sole discretion of the Bank be altered suitably and prospectively, on account of changes in the internal policies of the Bank or if unforeseen or extraordinary changes in the money market conditions take place or any change in any applicable laws or regulations or due to any other reason whatsoever. If the Borrower is not agreeable to the revised rate by the Bank then within fifteen Business Days of receipt of the notice from the Bank intimating the change, the Borrower shall request the Bank to terminate the Loan and shall repay the Loan together with interest, cost and such other amounts as may be due to the Bank in full in accordance with the provisions of this Agreement relating to Prepayment.
- d. Notwithstanding anything to the contrary contained in this Agreement, the interest payable by the Borrower shall be subject to the changes in rate of interest made by the Reserve Bank of India from time to time.
- e. Interest on the Loan shall begin to accrue simultaneously with the Bank's disbursement of the Loan by issuing disbursement payment order/demand draft or otherwise without the Bank concerning itself with the receipt of such disbursement by the beneficiary/recipient and also with the realisation of such payment order /demand draft or the time taken in such realisation.
- f. Interest on the Loan shall be computed and debited to the Loan Account as following-
 - i. On the day of each calendar month/quarter/half year/year as stated in the Schedule;
 - ii. Taking the basis of 365 or 366 days in a year, as may be applicable;

- iii. On the amount outstanding on the last day of the preceding period of one month/quarter/half year/year as stated in the Schedule.
- iv. Interest from the date of disbursement till the commencement of the EMI shall be payable every month as per the P-EMI mentioned in the Schedule, if applicable.

4.2. Fees/Charges/Costs

- a. The Borrower has paid/agreed to pay as and when demanded by the Bank the Processing fees, service charges, disbursement charges, collection charges, registration charges, other charges/fees/costs etc. as mentioned in the Schedule/Annexures/Sanction Letter or as specified by the Bank from time to time. The Borrower understands and agrees that the foregoing charges/fees/costs may be revised by the Bank from time to time. Processing fees, service charge and/or other charges/fees/costs shall be non-refundable and would be payable to the Bank whether or not the Loan has been drawn down.
- b. The Borrower agrees and covenants with the Bank that the Bank, may at its sole discretion, require the Borrower to promptly pay (a) the applicable stamp duty on this Agreement and also on such other documents as may be executed in relation to or incidental to these presents; (b) all present and future taxes which may include any duties, expenses and other charges whatsoever in relation to this Agreement, the Loan, the Property and/or the Security and (c) all other charges, costs and expenses from time to time specified by the Bank (including all costs and expenses incurred or paid by the Bank) in relation to this Agreement and/or any Security including those incurred for repossession and/or sale of Property and/or any Security and/or for recovery of the Loan or any part thereof. In case of failure of the Borrower to pay the foregoing, the Bank shall be entitled to debit all other amounts due and payable by the Borrower under this Agreement to the Loan Account and the same shall form part of the Loan.

5. REPAYMENT

- 5.1. The Loan (including the principal, interest thereon and any other charges, premium, fees, taxes levies or other dues payable by the Borrower to the Bank in terms of this Agreement) shall be repayable by the Borrower to the Bank-
 - a. At the Branch (or at any other branch of the Bank or at any other place as may be notified by the Bank) by way of post- dated cheque and/or standing instruction and/or electronic clearing system or in any other manner as the Bank may specify from time to time in writing.
 - b. By way of EMI as mentioned in the Schedule towards repayment of principal and interest; and
 - c. During the Principal Moratorium Period, by way of amount calculated as per P-EMI and as mentioned in the Schedule, in case where the Loan is proposed to be paid before the commencement of EMI or towards repayment of interest before the commencement of the EMI.
 - d. The Borrower agrees, declares and confirms that, notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other Law, or any terms and conditions to the contrary contained herein, the Bank may, at its absolute discretion, appropriate any payments made by the Borrower under this Terms and Conditions or otherwise, towards the dues payable by the Borrower to the Bank under this Terms and Conditions and/or other agreements entered into between the Borrower and the Bank and in any manner whatsoever.
- 5.2. No notice, reminder or intimation will be given to the Borrower regarding the Borrower's obligation to service the Loan/other dues under this Agreement on each due date.
- 5.3. Notwithstanding anything to the contrary contained in this Agreement, the Borrower agrees that the Bank shall have the right at any time or from time to time to review and reschedule the repayment terms of the Loan or of the outstanding amount thereof.
- 5.4. The Borrower also undertakes and agrees to pay the interest on the Loan and other costs/charges under this Agreement, free from any deduction whether on account of tax or otherwise. Should any applicable law at any time require any deduction or withholding to be made from a payment, Borrower's liability in respect of such payment shall be for a revised amount such that after making of such deduction or withholding, the net payment shall be equal to the amount which the Bank would have received, had no such deduction or withholding been made. The Borrower shall be held accountable by the Bank for any claim which may be made in this regard by any tax authorities and undertake to pay forthwith any such demands which the Bank may become liable to pay. If the Borrower fails to pay the amount so demanded by the Bank, then the Borrower hereby authorises the Bank to enforce the Security, for the purpose of recovery of the said tax amount.

- 5.5. The Borrower agrees and confirms the amounts payable by the Borrower in terms of the Agreement under various heads towards diverse costs and charges and is aware that all amounts so paid by the Borrower shall be treated by the Bank as conclusive payments by the Borrower towards those respective costs and charges. The Borrower agrees that if at any time it is discovered that there are any amounts due to the Bank for which credit was erroneously passed by the Bank, then notwithstanding any No objection certificate (NOC) etc. that may have been issued by the Bank, the Bank shall be entitled to claim such amounts from the Borrower and the Borrower shall make such payment on a demand by the Bank to that effect.
- 5.6. All the charges levied by the Bank/indicated in the Agreement including but not limited to the Processing fees, service charges, disbursement charges, collection charges, penalties (if any), registration charges, Post Dated Cheque (PDC)/ Standing Instruction (SI)/Electronic Clearing System (ECS) dishonor charges, swap charges and other charges/fees/costs etc. shall be exclusive of all taxes and statutory levies as may be applicable on the same including but not limited to service tax and cesses thereon and shall become payable only upon the Bank exercising its right to levy the same, which may be reflected in the periodic account statements sent or in separate advices or other similar document. No delay or omission to exercise any right, power or remedy accruing to the bank upon any breach or default of the customer(s) under this Agreement shall impair any such right, power or remedy of the bank either under this Agreement or generally under any other law in place for the time being in force. Any waiver/acquiescence in respect of the Specified Event, relating to the levy of Charges, under this Agreement shall be at sole discretion of the bank whether or not under intimation to the customer(s). The bank further reserves the right to modify the Charges including addition of further category of similar Charges or waiver of any such Charges at its sole discretion, in connection with any Specified Event. The customer(s) absolutely and irrevocably acknowledges and consents that it shall be bound by any such modification in the nature or extent of Charges even if it the same is not expressly documented or intimated and the same shall be deemed to be an alteration/modification to the terms of this Agreement.
- 5.7. The Borrower agrees, declares and confirms that, notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other applicable law, or any terms and conditions to the contrary contained in this Agreement, the Bank may, at its absolute discretion, appropriate any payments made by the Borrower under this Agreement/any amounts realized by the Bank by enforcement of Security or otherwise, towards the dues payable by the Borrower to the Bank under this Agreement and/or other agreements entered into between the Borrower and the Bank and in any manner whatsoever.
- 5.8. Post Dated Cheque (PDC)/Standing Instruction (SI)/Electronic Clearing System (ECS):
- All the payments, if the Bank so decides, may be collected through PDCs which shall be handed over at Branch and submission of such PDCs shall be deemed to be an unconditional and irrevocable authority given by the Borrower to the Bank to present the cheques on their respective dates. The Bank shall have the authority to fill and finalise all such instruments. The expression PDC shall wherever the context so requires shall be deemed to include 'Electronic Clearing System' and 'Standing Instruction'.
 - The Borrower shall submit with the Bank such minimum number of PDCs as may be prescribed by the Bank from time to time. Such PDCs shall be deemed to have been given for adequate consideration already received by the Borrower and shall not absolve the Borrower from its liability to pay the said sums hereunder until the PDC is duly realized.
 - It is expressly agreed and understood that the Borrower shall at no time issue any communication to the Bank for stopping or postponing the presentment of the PDCs and the Bank is not bound to take notice of any such communication and which, if issued, will be regarded as a breach of this Agreement.
 - The Borrower agrees in the event of any dishonour of PDC/SI/ECS instruction the Borrower agrees to pay dishonour charges as shall be intimated by the Bank to the Borrower.
- The Borrower undertakes that in the event of any variation in:
 - The date of payment of P-EMI/EMI or any other amount payable under this Agreement;
 - The amount of interest, principal or P-EMI(s)/EMIs;
 - The numbers thereof; or
 - The value of the Property, or if otherwise required by the Bank, the Borrower shall forthwith issue fresh PDCs/ ECS/SI instructions to the Bank as may be required by the Bank.
 - If the Borrower at any time during the tenure of the Loan, wishes to replace any PDC with another then the Borrower will be required to pay swap charges as may be determined by the Bank for every PDC so replaced. It is clarified that it shall be at the sole discretion of the Bank to either replace the PDC or to refuse the same.
 - The Borrower hereby undertakes that the Borrower shall not close the account on which the PDC/SI/ECS is issued and also shall not change the authorized signatory/ies to the said account without the prior consent of the Bank.
 - Notwithstanding anything to the contrary contained in this Agreement and irrespective of the mode of repayment selected by the Borrower, upon any default by the Borrower in repayment of any of the EMI/PEMI/any other amount due under the Agreement, the Bank shall be entitled, without prejudice to its other rights under the Agreement or law, to present and/or re-present the PDC issued by the Borrower in favour of the Bank.
 - The Borrower shall not demand any return of the said PDCs or any other documents provided to the Bank in relation to the Loan at any point of time; in case of foreclosure of Loan, such PDCs will be destroyed by the Bank.
 - Borrower agrees that if he/ she avails any loan from the Bank then the PDC/SI/ ECS/NACH mandates issued under the said loan shall continue and remain in force till such time all other dues under the Loan Agreement and in respect of all other loan/facility obtained/to be obtained by the Borrower from the Bank/group companies are fully discharged and the Bank and/or its affiliates issue a certificate of discharge. The PDC/SI/ECS/NACH mandate issued under any Loan Agreement and the liability of the Borrower shall not be affected impaired or discharged. The Borrower covenants that the PDC/SI/ECS/ NACH provided by the Borrower shall remain valid for the balance due to the Bank, or any other financial benefits obtained by the Borrower from any of the affiliates of the Bank.
- 5.9. Prepayment of Loan**
- The Bank may, at its sole discretion and on such terms as to pre-payment fees, etc., as it may prescribe from time to time, permit pre-payment or acceleration of P-EMIs/EMIs at the request of the Borrower. Subject to the applicable laws and if permitted by the Bank, the Borrower shall pay to the Bank such pre-payment charges mentioned in the Schedule, as amended from time to time.
 - Subject to above, if the Borrower pre-pays only a part of the Loan, the Bank shall be entitled to adjust the amount pre-paid against the amount payable by the Borrower in such manner as the Bank thinks fit. In such an event the Bank shall be entitled to reschedule the repayment schedule at its sole discretion and the Borrower agrees to adhere to such altered re-payment schedule.
- 5.10. Recall of the Loan by the Bank:**
- The Borrower agrees that the Bank shall be entitled to, at any time, in its discretion, recall the Loan by giving to the Borrower notice in writing. It is specified that the repayment schedule set out in the Schedule is without prejudice to the Bank's right to recall the entire Loan and to demand payment of the Loan. Upon the expiry of the period of notice, if any given, the Loan Amount immediately stand repayable by the Borrower to the Bank.
- The Borrower understands, acknowledges and agrees that the Facilities are uncommitted facilities, are recallable by IDFC FIRST Bank at any time and may be cancelled and repudiated in part or in entirety by IDFC FIRST Bank at any time without notice and without giving any reason. Sanction or part disbursal of the facility should not be construed as giving rise to binding obligations on the part of IDFC FIRST Bank to provide the facility mentioned aforesaid. The Facility mentioned aforesaid will be available solely at IDFC FIRST Bank's discretion and IDFC FIRST Bank will not be liable for any action taken by the borrower on the basis of this sanctioned facility.

6. SECURITY

6.1. The repayment of the Loan, interest, fees, costs, charges and expenses and all other amounts payable under this Agreement to the Bank shall be secured by:

- a. Way of first exclusive charge by way of mortgage in favour of the Bank over the Property
 - b. Any other security as specified in the Schedule or as may be specified from time to time by the Bank.
- 6.2.** The Borrower shall furnish such bonds, promissory notes, undertakings and other documents as may be required by the Bank from time to time for the purpose of securing the Loan.
- 6.3.** The Bank shall have the right to decide, at its sole discretion the place, timing and the manner of creation of mortgage over the Property or creation of any other security/additional security by the Borrower for securing the Loan and all other amounts under this Agreement.
- 6.4.** The Bank shall be entitled to call upon the Borrower and the Borrower shall be liable to furnish to the Bank additional security as decided by the Bank in the event of the dues being more than the market value of the Security (as may be assessed by the Bank from time to time and the same shall be final and binding on the Borrower) or otherwise required by the Bank.
- 6.5.** The Borrower shall not sell, charge, lease, surrender, assign, transfer, let, further encumber or otherwise howsoever alienate, transfer, create interest in favour of any other person or deal with/in the Property/Security or any part thereof during the continuation of the obligations under this Agreement.
- 6.6.** The Borrower shall, if required by the Bank, (i) comprehensively insure and keep insured the Property with an insurance company against loss by fire, earthquake, floods and any loss or damage to the Property due to any force majeure or Act of God or other damages; (ii) obtain insurance cover against the risk of death and injury to the Borrower, with the Bank as sole beneficiary and submit to the Bank original insurance policy document(s) and premium payment receipts thereof.
- 6.7.** The Security (created or cause to be created) shall remain a continuing security to the Bank binding upon the Borrower and shall not be discharged by intermediate payment by the Borrower or any settlement of accounts by the Borrower and shall be in addition and not in derogation of any other security which the Bank may at any time hold in respect of the dues and be available to the Bank until all accounts between the Bank and the Borrower are ultimately settled.
- 6.8.** The Borrower acknowledges that in the event of repayment by the Borrower of the Loan and other amounts due under this Agreement but there being any outstanding by the Borrower under any other financial facility availed of by the Borrower from the Bank or any other person from the Bank for which the Borrower has extended his guarantee, then in such event, the Bank shall not be obliged to release the Security and the Borrower hereby authorizes the Bank to extend the Security to cover such outstanding financial facility.

7. BORROWER'S REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS

- 7.1.** I/We undertake and declare that if there are any changes in the particulars and information given by me/us while availing the Loan - facility, I/We shall within 30 days from the date of any such change in the particulars and information shall disclose the details of such changes to the Bank without withholding the same.
- 7.2.** With a view to induce the Bank to grant the Loan, the Borrower, hereby represents/warrants to/ covenants/ undertakes with the Bank that - The Borrower(s) hereby represents/ warrants to /covenants/ undertakes that he/she shall utilize the loan for the purpose for which it is granted and not for any improper/illegal/unlawful/speculative/capital market related activities neither for purchase of gold in any form including primary gold, gold bullion, gold jewellery, gold coins, units of Gold Exchange Traded Funds(ETF) and units of gold Mutual Funds.
- a. Information furnished in the Application is true and complete in all respects;
 - b. All consents, approvals, clearances, permissions, authorizations or requirements required in connection with the execution and validity of this Agreement and for creation/perfection of Security in favour of the Bank have been obtained and are in full force and effect;
 - c. There has been no material adverse change in the financial position of the Borrower nor has any event taken place which is prejudicial to the interest of the Bank which is likely to materially and/or adversely affect the ability of the Borrower to perform all or any of its obligations under this Agreement.

- d. The Loan shall be utilised only for the Purpose.
- e. The Borrower shall allow any person authorized by the Bank to have free access to the Property for the purpose of inspection/ supervision of the Property;
- f. There are no pending claims demands litigation or proceedings against the Property before any court or authority;
- g. The Borrower shall notify the Bank of any event or circumstances which might be or become a cause of delay in the commencement, construction or completion of the construction/purchase/modification of the Property;
- h. The Borrower/Co-Borrower is (when the Property is in existence) or shall be (when the Property shall come in existence upon the proposed utilization of the Loan) absolutely seized and possessed with and sufficiently entitled to the Property and shall not during the tenure of this Agreement create any encumbrance over the Property or any part of it. The Borrower 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;
- i. There are no mortgages, lien, charges or other encumbrances or any other rights of way, light, water or other easements or right of support on the whole or any part of the Property, save and except those as may be disclosed to the Bank.
- j. Any third party rights created by the Borrower over the Property or any part of it (including by way of license or tenancy or use as guest house or otherwise) shall be subject to the charge of the Bank over the Property.
- k. The Borrower shall not change the residential status of the Property and maintain the Property in good order and habitable condition and shall also duly pay all taxes and other duties payable in relation to the same. The Borrower shall submit with the Bank documentary evidence towards payment of the forgoing;
- l. The Borrower shall file Notice of Intimation or such other details in respect of mortgage created/to be created over the Property with the concerned registrar and any other authority as required by the applicable laws and the Bank;
- m. The Borrower shall whenever required by the Bank submit statements of annual income certified and audited by a practicing chartered accountant along with a copy of the tax returns filed with the income tax authorities duly certified by such chartered accountant and such other information/ documents concerning employment, trade, business, profession or otherwise as the Bank may require from time to time;
- n. Wherever applicable, the Borrower shall inform the Bank of any likely change in his employment or about his/her superannuation/retirement.
- o. The Borrower shall (in case of more than one borrower) be jointly and severally liable to repay the Loan, interest and all other sums due and payable under this Agreement and to observe its terms and conditions;
- p. Wherever applicable, the Borrower shall notify the Bank regarding the change in his/her/their status as a resident/non-resident Indian. In case of being non-resident Indian/person of India origin, shall abide by and fulfil the provisions of Foreign Exchange Management Act, 1999, as amended from time to time and all other applicable laws with respect to purchasing, retaining, using, selling immovable property in India and repatriating proceeds outside India and shall be accountable to the Bank in that behalf.
- q. All the amounts including the amount of own contribution paid/payable in connection with the Property as well as the Security is/shall be through legitimate source and does not/shall not constitute an offence of money laundering under the Prevention of Money Laundering Act, 2002.
- r. The Borrower hereby certifies that he/it/they have declared his/its/their status as per the rules applicable under section 285BA of the Income Tax Act, 1961 (the Act) as notified by Central Board of Direct Taxes (CBDT) in this regard.
- s. The Borrower certifies that the information provided by the Borrower to the Bank is to the best of the Borrower's knowledge and belief, true, correct and complete and that the Borrower has not withheld any material information that may affect the assessment/categorization of the account as a reportable account or otherwise.
- t. The Borrower undertakes the responsibility to declare and disclose within 30 days from the date of change, any changes that may take place in the information provided to the Bank.
- u. The Borrower also agrees that failure to disclose any material fact known to the Borrower, now or in future, may invalidate the Borrower's application and the Bank would be within its right to put restrictions in the operations of the Loan Account or close it or report to any regulator and or any authority designated by the Government of India (GOI) /Reserve Bank of India for the purpose or take any other action as may be

- deemed appropriate by the Bank if the deficiency is not remedied by the Borrower within the stipulated period.
- v. It shall be the responsibility of the Borrower to educate himself/itself/themselves and to comply at all times with all relevant laws relating to Foreign Account Tax Compliance Act (FATCA)/(CRS) reporting.
 - w. The Borrower also agrees to furnish and intimate to the Bank, any other particulars that are called upon the Borrower to provide on account of any change in law either in India or abroad in the subject matter herein.
 - x. The Borrower shall be held accountable by the Bank for any loss that may arise to the Bank on account of providing incorrect or incomplete information.
 - y. The Borrower shall not, in case the Borrower being a Company, permit any change in the ownership or control of the Borrower whereby the effective beneficial ownership or control of the Borrower shall change in any manner whatsoever, without the prior written consent of the Bank;
 - z. The Borrower shall not, in case the Borrower being a Company, decide or enter into any scheme of merger, amalgamation, compromise or reconstruction without the prior written consent of the Bank;
 - aa. The Borrower shall not, in case the Borrower being a Company, make any amendments in the Borrower's Memorandum and Articles without the prior written consent of the Bank;
 - bb. The Borrower shall not, in case the Borrower being a Company, declare any dividend if any instalment towards principal or interest remains unpaid on its due date;
 - cc. The Borrower shall not, in case the Borrower being a limited liability partnership, make any changes in the LLP Agreement, constitution of the firm, composition of its partners and the registered office of the Borrower without the prior written consent of the Bank;
 - dd. In case the Borrower being a limited liability partnership, the Borrower confirms that the Bank has sanctioned the Loan to the Borrower by relying upon inter alia the provisions of section 33(2) of the Limited Liability Partnership Act, 2008 and in the event that any modification is carried out by the Borrower in the LLP Agreement without notice to the Bank, the Bank would enforce the obligations of the Borrower and the partners against each of the partners in their individual capacity.
 - ee. The Borrower shall not, in case the Borrower being a partnership firm, change the composition of its partners;
 - ff. Except to the extent disclosed to the Bank : (i) all the Borrower's contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arms' length basis;
 - (ii) (a) where the Borrower is an individual, he/she is not a director or specified near relation of a director of a banking company; (b) where the Borrower is a partnership firm/HUF/limited liability partnership firm, none of the partners or members of the HUF is a director or specified near relation of a director of a banking company; and (c) where the Borrower is a joint stock company, none of its directors, is a director or specified near relation of a director of a banking company; (iii)(a) where the Borrower is an individual, that he/she is not a specified near relation to any senior officer of the Bank, (b) where the Borrower is a partnership firm/HUF/limited liability partnership firm, none of the partners or members of the HUF, is a specified near relation of any senior officer of the Bank, and (c) where the Borrower is a joint stock company, none of its directors, is a specified near relation of any senior officer of the Bank
 - gg. The Borrower shall ensure that neither the Borrower nor any director/partner/member/trustee/person being in charge of the management has been declared a wilful defaulter; in case any director/partner/member/trustee/person being in charge of the management has been declared as a wilful defaulter, the Borrower shall take expeditious steps for removal of such person. The Borrower is aware that, in case any of his director/partner/member/trustee/ person being in charge of the management has been declared a wilful defaulter; then the Bank shall not renew/ enhance/ provide fresh credit facilities or restructure existing facilities.
 - hh. The Borrower shall not, during the tenure of this Agreement, avail of or obtain any further loan or facility on the security of the Property without the prior written consent of the Bank.
 - ii. The Borrower acknowledges and accepts the rates of interest and its calculation method, other fees, charges and all other amounts payable as per the terms of this Agreement as reasonable and the Borrower has understood the meaning of each terms and financial implications, amounts payable and liabilities and obligations created under this Agreement.
 - jj. I hereby provide the consent to bank to pull my KYC details from CERSAI & PAN details from NSDL as and when required by the Bank for the compliance.
 - kk. The Borrower covenants that it shall complete the purchase/construction of the Property as indicated by it in its Loan application or otherwise and obtain and produce to the Bank a proper completion certificate issued by the concerned municipal corporation or municipality or authority.
 - ll. The Borrower covenants that it shall be the responsibility of the Borrower to ensure that the construction of the Property is in accordance with the National Building Code of India issued by the Bureau of Indian Standards and also meets with the safety standards prescribed therein. The Borrower further covenants that the Borrower shall adhere to the National Disaster Management Authority (NDMA) guidelines in construction of the Property.
 - mm. The Borrower covenants that the Borrower shall construct a residential/dwelling unit upon the Property within a span of 24 months from the disbursement of the Loan or before expiry of the non -construction period as allowed by the concerned authority (if any), whichever is earlier.
 - nn. The Borrower shall promptly notify any event or circumstances which might operate as a cause of delay in the commencement or completion of the construction/purchase of Property.
 - oo. The Borrower represents and warrants that subsequent to the said Loan application there has been no material change which would affect the purchase or construction of the Property as proposed in the Loan application.
- 8. EVENTS OF DEFAULT AND CONSEQUENCES THEREOF**
- 8.1.** The Bank may by a written notice to the Borrower, declare all sums outstanding under the Loan (including the principal, interest, charges, expenses) to become due and payable forthwith and enforce the Security upon the occurrence (in the sole decision of the Bank) of any one or more of the following:
- a. The Borrower fails to pay to the Bank EMI / P-EMI / any amount when due and payable under this Agreement;
 - b. If the Borrower fails to submit the requisite number of PDCs or if any of the PDC is dishonoured.
 - c. Delay in commencement, construction or completion of the construction/purchase modification of the Property.
 - d. The Borrower fails to pay to any person other than the Bank any amount when due and payable or any person other than the Bank demands repayment of the Loan or dues or liability of the Borrower to such person ahead of its repayment terms as previously agreed between such person and the Borrower;
 - e. The Borrower defaults in performing any of his 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;
 - f. The death, insolvency, failure in business, commission of an act of bankruptcy, order for winding up, dissolution (in case of partnership firms), general assignment for the benefit of creditors, if the Borrower suspends payment to any creditors and/or the Borrower threatening to do so and/or the filing of any petition in bankruptcy/winding up/dissolution of by, or against the Borrower and the same is not withdrawn within 30 days of being admitted;
 - g. Any Representations, Warranties etc. herein being found to be or becoming incorrect or untrue;
 - h. If the Borrower fails to create the Security as provided herein or if the Property is destroyed, sold, disposed of, charged, encumbered, alienated, attached or restrained in any manner or if the value of the Property or any Security created or tendered by the Borrower, in the sole discretion and decision of the Bank, depreciates entitling the Bank to call for further security and the Borrower fails to give additional security;
 - i. If any consent, authorisation, approval or license of or registration with or declaration to governmental or public registration with or declaration to governmental or public bodies or authorities required by the Borrower in connection with the execution, delivery, validity, enforceability or admissibility in evidence of this Agreement or the performance by the Borrower of its obligations hereunder is modified in a manner unacceptable to the Bank or is not granted or revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and

effect;

- j. An event of default howsoever described occurs under any other agreement or document relating to any indebtedness of the Borrower with the Bank or other lenders, if any.
- k. Any other event likely to have materially adverse effect on the ability of the Borrower to make payments under this Agreement.

8.2. Consequences of default:

- a. In the event of any default as mentioned in Clause 8.1 above the Bank shall have the right to:
 - i. Cancel/Recall the entire Loan and declare all monies outstanding under this Agreement to be due and immediately payable;
 - ii. 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 and alienate sell, transfer the same.
 - iii. Take any other action as it may deem fit for recovery of its dues and enforcement of the Securities.
- b. The Bank shall be entitled to take possession of the Property, irrespective of whether the Loan has been recalled whenever in the opinion of the Bank, there is an apprehension of any money not being paid or the Security being jeopardised.
- c. In addition to the rights and remedies the Bank may have under this Agreement, the Bank shall be irrevocably entitled and authorised to require the employer of the Borrower to make deductions from the salary/wages payable by the employer to the Borrower and remit the same to the Bank until the entire outstanding dues of the Borrower under this Agreement are completely discharged. The Borrower undertakes and agrees not to raise any objection to such deductions.

8.3. Lien :

Any security (ies) furnished by the Borrower(s), under any other agreement entered into or to be entered into with the Bank, including its subsidiaries shall be deemed to be the security (ies) under this Agreement. Further the Borrower(s) agree(s) that the security (ies) offered in respect of this Loan shall be deemed to be continuing security (ies) in respect of other loan(s)/facility (ies) obtained/to be obtained by the Borrower(s) from the Bank and shall not be discharged till such time all the loan(s)/facility (ies) are fully discharged to the satisfaction of the Bank.

Set Off :

Without prejudice to what is stated herein, the Borrower hereby expressly agrees and confirms that in the event of the Borrower failing to pay the amount outstanding under the Loan or any other loan/ facility, whether as borrower or guarantor or otherwise, in addition to any general or similar lien to which the Bank or any of its subsidiary/affiliates may be entitled by law, the Bank shall, without prejudice to any of its specific rights under any other agreements with the Borrower, at its sole discretion and be at liberty to apply any other money or amounts standing to the credit of the Borrower in any account (including fixed deposit account) of the Borrower (whether singly or jointly with another or others) with the Bank or any of its deposit account) of the Borrower (whether singly or jointly with another or others) with the Bank or any of its subsidiary/affiliates in or towards payment of the monies due from the Borrower. The rights of the Bank under this Agreement are in addition to other rights and remedies (including without limitation other rights or set off) which the Bank may have.

The Bank may at its absolute discretion appropriate any payments made by the Borrower under this loan Agreement towards repayment of any other loan outstanding under any other loan agreement or transaction entered into by the Borrower with the Bank and/or towards any other Indebtedness of the Borrower and such adjustment and/or appropriation shall be final and binding on the Borrower and the Borrower shall continue to remain liable to the Bank for payment of dues under this loan Agreement in respect of which such sums of money were so paid but were appropriated towards another outstanding dues under any other loan this Agreement or transaction entered into by the Borrower with the Bank or towards another Indebtedness of the Borrower. In addition, the Borrower hereby authorises the Bank to appropriate/adjust any balance amounts of the sale proceeds in possession of the Bank post appropriation/adjustment of the sale proceeds consequent of proceeds has the power to upon sell/transfer or otherwise disposal of any and/or all security created in its favour of the Bank under the security documents or pursuant to this Agreement upon default/ breach of terms of this Agreement, or deposited with Bank or under its possession or control and appropriate the same towards satisfaction/repayment of any

other loan/ amounts due to the Bank on account of under any another agreement or transaction entered into by the Borrower with the Bank and/ or the Indebtedness of the Borrower.

The Bank shall have right to apply and/or appropriate and/or set off any credit balance of the Borrower(s) or any monies/assets (including but not limited to property, assets, securities, shares, stocks, and the like) belonging to the borrower(s) coming in the hands of the Bank towards repayment of loan under this agreement or any other agreement upon occurrence of the event of default. Exercise of any such right shall be binding on the Borrower(s)

9. CLASSIFICATION OF ACCOUNT AS RED FLAG ACCOUNT

- a. The Borrower understands and agrees that, in case the loan account is classified as red-flagged account, the Bank shall conduct an audit as per its Policy, for further investigation in the account.
- b. The Borrower shall co-operate with the said audit and shall provide required information, documents, etc. to the Bank or any person appointed by Bank for conducting the audit for further investigation in the account as per its Policy.
- c. In case, the Borrower does not co-operate for conducting such audit, the Bank shall conclude the account as fraud, without giving further notice.

10. ASSIGNMENT AND TRANSFER

The Bank shall have a right to sell or transfer (by way of assignment, securitization or otherwise) whole or part of the Loan and outstanding amounts under the Loan or any other rights under this Agreement or any other document pursuant hereto to any person in any manner or under such terms and conditions as the Bank may decide in its sole discretion. The Borrower shall not transfer or assign the rights under this Agreement without previous written consent of the Bank. The Borrower hereby accords its consent to the Bank for transfer of the Bank's rights and obligations under this Agreement and other financing documents to any Person at the Bank's sole discretion.

11. DISCLOSURE/SHARING OF INFORMATION

- 11.1. The Borrower irrevocably agrees and consents to the Bank at any time and in any manner disclosing and/or making available to any agencies, bureaus, affiliates or subsidiaries of the Bank, associations and other persons whosoever any information (including personal and financial information) and documents of or relating to the Borrower, including any credit information, in such cases where the Bank considers appropriate including where such disclosure is permitted or required by or under law or where the Bank is of the view that the interests of the Bank require such disclosure or for furnishing such information and documents for preparation, publication and distribution of credit reports and credit opinions relating to the Borrower to other persons including banks and financial institutions. The provisions of this clause shall survive termination of this Agreement. The Bank shall also have a right to obtain similar information/reports relating to the Borrower from credit agencies, credit bureaus, other banks and financial institutions as the Bank may deem fit.
- 11.2. The Borrower agrees that if the Borrower commits any breach of any provision of this Agreement or any default or delay in the repayment of the Loan or any amount payable under this Agreement whatsoever which the Borrowers is liable to pay, the Bank shall have the unqualified right to disclose or publish the Borrower's name and particulars (including photographs and particulars of accounts), as a defaulter in such manner as the Bank may deem fit.

11.3. The Borrower understands that:

- a. 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
- b. The Credit Information Bureau (India) Ltd. and any 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.

12. MISCELLANEOUS

12.1. Appointment of third parties by the Bank

The Borrower accepts that the Bank shall without prejudice to its right to perform the activities itself or through its officers or employees or other authorised agents, be entitled, and have full authority, to appoint one or more third parties and delegate to such third party all or any of its functions, rights and powers under this Agreement relating to the administration of the Loan including the right to collect and receive on behalf of the Bank all the dues under this Agreement and give valid and effectual receipts and discharge to the Borrower and to perform and execute all lawful acts, deeds, matters and things connected herewith or incidental hereto. For the purpose aforesaid or any other purpose which the Bank at the sole discretion may deem fit, the Bank shall be entitled to disclose to such third parties all necessary and relevant information pertaining to the Borrower.

12.2. Service of Notice

The addresses of the Parties shall be as mentioned under the Schedule. The Borrower shall forthwith inform the Bank of change in address, if any. Any notice or request required or permitted under this Agreement to be given by either Party to the other shall be only in writing, including by way of email, and sent on the address/email address of the other Party as mentioned in the Schedule (or in case to the Borrower, on the address of the Borrower last known to the Bank).

12.3. Severability

Every provision contained in this Agreement shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

12.4. Entire Agreement & Counterpart

The Parties confirm that this Agreement and its Schedule & the relevant Annexure(s) and any other documentation pursuant to it, represent one single agreement between the Parties. This Agreement may be executed in separate counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument only.

12.5. Supremacy & Amendment

This Agreement supersedes all discussions and Agreements (whether oral or written, including all correspondence) prior to the date of this Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement may be modified or amended only by a writing duly executed by or on behalf of each of the Parties.

12.6. Waiver

Any failure and/or delay on the part of the Bank in exercising any right or power under this Agreement or documents in connection with this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any other or future exercise thereof or the exercise of any other power or right. The rights and remedies of the Bank provided for in this Agreement are cumulative and not exclusive of any rights or remedies available under the law.

12.7. Grievance Redressal, Governing Law and Dispute Resolution

1. In event of any grievances, the Borrower may approach the nodal officer of the Bank. The contact details of the nodal officer have been provided in the Key Fact Statement (KFS).
2. The Parties agree that this Agreement shall be governed by the laws of India.
3. The Borrower hereby expressly agrees that all disputes arising out of and/or relating to this Agreement including any transaction document which is:
 - a) below the pecuniary jurisdiction limit of the Debt Recovery Tribunals established under Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (51 of 1993), then such dispute shall be resolved to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, through the online dispute resolution ("ODR") platform. The party invoking arbitration ("Claimant") shall address a notice to the other party ("Respondent") suggesting the name of one of the following ODR platforms (Designated Institution) as stated below or any other ODR

platform as updated on the Bank's website from time to time:

- i. Presolv360 ODR Institution; or
- ii. Sama ODR Institution

The arbitration proceeding shall be conducted in the English language. The seat of the arbitration for the purpose of determining jurisdiction shall be decided basis the zone wise distribution as provided below. The award passed by the arbitrator shall be final and binding on the Parties.

The parties agree to carry out the arbitration proceedings virtually through an ODR platform of such institution and, for such purpose, the email addresses and / or mobile numbers of the Borrower available, provided or otherwise referenced in the transaction documents shall be considered. Each party shall be responsible for intimating such institution in the event of any change in its email address and / or mobile number throughout the arbitration proceedings. In the event the arbitration proceedings cannot be administered virtually, then the proceedings shall be conducted physically, and the venue of the proceedings shall be cities, as may be notified by the Bank, falling under either of the zones mentioned here under-

1. East;
2. West;
3. North; and
4. South

- b) Above the pecuniary jurisdiction limit under Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (51 of 1993) should be filed before appropriate Debt Recovery Tribunals.

12.8. Notwithstanding anything contained in the loan transaction documents, IDFC FIRST Bank I hereby confirms that IDFC shall not levy any penal interest. Bank shall levy only penal charges as mentioned in Schedule of charges/KFS.

12.9. In case the said loan is sourced through business correspondent, Bank shall be responsible to address the grievances of the Borrowers in relation to acts of commissions and omissions of the said business facilitator/ correspondent.

12.10. Borrower hereby authorises the Bank to appoint recovery agents and thereby consents and agrees that the Bank shall be entitled to disclose to such recovery agents/third parties all necessary and relevant information pertaining to the Borrower(s) and the loan and the borrowers hereby consent to such disclosure by the Bank. Notwithstanding anything contained in this Agreement, the Borrower(s) expressly accepts and authorizes the Bank (and/ or any such recovery agents/third party as the Bank may appoint) to contact Borrower and disclose all necessary and relevant information pertaining to the Borrower(s).

12.11. Mode of Execution

- a. The borrower is aware that this document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical signatures.
- b. Electronic communications shall be deemed to have been received by borrower when we send the electronic communication to the email address / mobile number / details provided by borrower or any other third party.
- c. The Borrower hereby expressly acknowledges and confirms that the Borrower has read, verified, understood, irrevocably agreed to and accepted and delivered all the terms and conditions contained herein electronically by ticking / clicking / checking "I/we Agree" or "I/we Agree and Accept" or any similar icon/tab/option on the online system / Website / portal / platform of the Bank/Merchant/ its agent/ service provider/partners as well as by entering the one time password ("OTP") provided to the Borrower's mobile number registered with the Bank or linked with Unique Identification Authority of India (UIDAI/Aadhaar Authority) or also biometric verification through UIDAI, and that there is no requirement of Borrower's physical signature on the Loan Documents or of the Borrowers signing this Agreement in physical form. The Borrower also acknowledges that the execution of this Agreement would be complete only once the same is accepted by the Bank. The Bank shall be deemed to have accepted and signed this Agreement electronically by way of sending an email/ letter through its officer or the Facilitator to the Borrower and attaching there with the copy of this Agreement.

- 12.12.** The para banking services provided by the Bank to the Borrowers for financial products shall be strictly on a non-risk participation basis.
- 12.13.** I/We shall be liable to pay the Interest on outstanding loan balance for the duration it remains outstanding. Further, such Interest calculation shall commence from the actual date of disbursement of the said loan. In the event of disbursement through cheque, Interest shall be calculated from the date of handover of the cheque.
- 12.14.** Notwithstanding anything to the contrary contained in this Agreement, Borrower is aware that insurance is non-mandatory and offered only to customer who voluntarily choose to opt for the same and in case if the loan is cancelled, the insurance policy will also get cancelled automatically by the Insurance Company and the certificate of insurance (if received/issued) will remain cancelled/ revoked by the said Insurance Company. Bank may receive the commission / fees for solicitation of insurance products (if any) and same will be available on Bank website '<https://www.idfcfirst.bank.in/personal-banking/investments-and-insurance>' under Insurance Tab.

SCHEDULE 1

LEGAL HEIR DECLARATION

- a. Borrower further agree, declare, undertake, assure and confirm that the following is the exhaustive list of my/our legal heirs with his/her/their full address/es, and the said list is furnished to enable the Bank to take steps for recovery of its dues from any one/some / all of them in the event of my/our demise, or of any one or some or all of us during the currency / pendency of such credit facilities extended by the Bank.
- b. Borrower further also nominates the below list of legal heirs to whom in the event of his death, the property in the custody of the Bank, may be returned by the bank upon payment of the outstanding amount in full.
- c. Borrower further agree, undertake and assure that I/We shall promptly inform you in writing of any change in the above particulars of my/our legal heirs that may be occasioned by birth, death, marriage, etc. and / or, on account of any amendment /change in the general statutes/laws of the country.

Name of borrower/s	Age	Name of legal heir	Age	Relationship with borrower	Address/es	Occupation/ vocation of legal heirs

Signed and Delivered by the within named Borrower: Date :16-09-2026 18:58:22

1. <u>IDFC AUTOMATION Tester</u> Borrower Name	_____ Signature of the Borrower
2. <u>RAGIL BHATT</u> Co-Borrower Name	_____ Signature of the Co-Borrower
3. _____ Co-Borrower Name	_____ Signature of the Co-Borrower
4. _____ Co-Borrower Name	_____ Signature of the Co-Borrower
5. _____ Co-Borrower Name	_____ Signature of the Co-Borrower
6. _____ Co-Borrower Name	_____ Signature of the Co-Borrower

Signed, and Delivered by the within named Bank, IDFC FIRST Bank Limited through its authorized official.

Signature : aslam k

Key Fact Statement
Part 1 (Interest rate and fees/charges)

1	Loan proposal/ account No.	9606207815	Type of Loan	Secured (HL)
2	Sanctioned Loan amount (in Rupees)	200000.00		
3	Disbursal schedule (i) Disbursement in stages or 100% upfront. (ii) If it is stage wise, mention the clause of loan agreement having relevant details.	(i) 100% upfront		
4	Loan term (year/months/days)	24months		
5	Instalment details			
	Type of instalments	Number of EPIs	EPI (₹)	Commencement of repayment, post sanction ⁴
	EMI	24 months	9000 Tentative *	03/11/2026 Date is subject to change*
6	Interest rate (%) and type (fixed or floating or hybrid)	7.50% and Fixed rate		
7	Additional Information in case of Floating rate of interest			
	Reference Benchmark	Benchmark rate (%) (B)	Spread (%) (S)	Final rate (%) R = (B) + (S)
				Reset periodicity (Months)
				Impact of change in the reference benchmark (for 25 bps change in 'R', change in)
				B S EPI (₹) No. of EPIs
	NA	NA	NA	7.50% NA NA NA NA
8	Fee/Charges ⁶			
		Payable to the RE (A)	Payable to a third party through RE (B)	
		One-time/ Recurring	Amount (in ₹) or Percentage (%) as applicable	One-time/Recurring Amount (in ₹) or Percentage (%) as applicable
(i)	Processing fees	One time	2000.00	NA NA
(ii)	Insurance charges	NA	NA	One time 686.44
(iii)	Valuation fees	NA	NA	One time NA
(iv)	Any other (please specify)	NA	NA	NA NA
9	Annual Percentage Rate (APR)(%)	8.84%		
	Annual Percentage Rate (APR)	Annual Percentage Rate (%) (APR is annualized percentage interest rate, processing fees, other charges, and third-party products. (i.e., aggregate of charges payable to Bank and payable to third party) for the credit facility availed.)		
10	Details of Contingent Charges (in ₹ or %, as applicable)			
(i)	Penal charges, if any, in case of delayed payment			12% p.a. (1% p.m.) of the unpaid EMI or Rs. 300 whichever is higher, No GST will be applicable
(ii)	Other penal charges, if any			Please refer 'Schedule of Charges'
(iii)	Foreclosure charges, if applicable			- Floating rate: "0" for individual - Fixed rate: 3 % - Remarks -Charged on Principal Outstanding Amount
(iv)	Charges for switching of loans from floating to fixed rate and vice versa			Interest rate type change will be charged at 0.1% of the sanctioned loan amount or Rs. 10,000/- whichever is lower excluding applicable charges/taxes
(v)	Any other charges (please specify)			Please refer 'Schedule of Charges'

Part 2 (Other qualitative information)

1	Clause of Loan agreement relating to engagement of recovery agents	Refer clause 12.10 of the Home Loan Agreement	
2	Clause of Loan agreement which details grievance redressal mechanism	Refer clause 12.7 of the Home Loan Agreement	
3	Phone number and email id of the nodal grievance redressal officer	pno@idfcfirstbank.com 1800 209 9771	
4	Whether the loan is, or in future maybe, subject to transfer to other REs or securitisation (Yes/ No)	Yes	
5	In case of lending under collaborative lending arrangements (e.g., co-lending/ outsourcing), following additional details may be furnished:		
Name of the originating RE, along with its funding proportion		Name of the partner RE along with its proportion of funding	Blended rate of interest
NA		NA	NA
6	In case of digital loans, following specific disclosures may be furnished:		
(i) Cooling off/look-up period, in terms of RE's board approved policy, during which borrower shall not be charged any penalty on prepayment of loan		NA	
(ii) Details of LSP acting as recovery agent and authorized to approach the borrower		NA	

Computation of Annual Percentage Rate

Sr.No.	Parameter	Details
1	Sanctioned Loan amount (in Rupees) (Sl no. 2 of the KFS template – Part 1)	200000.00
2	Loan Term (in years/ months/ days) (Sl No.4 of the KFS template – Part 1)	24 months
a)	No. of instalments for payment of principal, in case of nonequated periodic loans	NA
b)	Type of EPI Amount of each EPI (in Rupees) and nos. of EPIs (e.g., no. of EMIs in case of monthly instalments) (Sl No. 5 of the KFS template – Part 1)	Monthly 8999 24 months
c)	No. of instalments for payment of capitalised interest, if any	NA
d)	Commencement of repayments, post sanction (Sl No. 5 of the KFS template – Part 1)	03-11-2026 ⁴
3	Interest rate type (fixed or floating or hybrid) (Sl No. 6 of the KFS template – Part 1)	Fixed rate
4	Rate of Interest (Sl No. 6 of the KFS template – Part 1)	7.50 %
5	Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date (in Rupees)	16003.00
6	Fee/ Charges payable (in Rupees)	2686.44
A	Payable to the RE (Sl No.8A of the KFS template-Part 1)	2000.00
B	Payable to third-party routed through RE (Sl No.8B of the KFS template – Part 1)	686.44
7	Net disbursed amount (1-6) (in Rupees)	197313.56
8	Total amount to be paid by the borrower (sum of 1 and 5) (in Rupees)	216003.00
9	Annual Percentage Rate (%) (APR is annualized percentage interest rate, processing fees, other charges, and third-party products. (i.e., aggregate of charges payable to Bank and payable to third party) for the credit facility availed.)	8.83 %
10	Schedule of disbursement as per terms and conditions	Refer amort schedule below
11	Due date of payment of instalment and interest	03-11-2026 ⁴ Date is subject to change

Note:

1. Actual Pre-EMI, Actual EMI Amount and Net Disbursal Amount shall be communicated at the time of disbursal.
2. Pre-EMI amount, if applicable, is computed from disbursal date till the commencement of the 1st EMI on pro-rata basis.
3. Pre-EMI, if applicable will be deducted from the disbursal amount at the time of disbursement.
4. Actual repayment schedule may vary basis the disbursement date and actual disbursement amount.
5. Actual net disbursal amount may vary based on Pre-EMI interest, Stamp duty and GST.
6. All the fee/ charges mentioned in KFS are excluding GST and applicable GST is payable by the customer.
7. Borrower is aware that insurance is non-mandatory and offered only to customer who voluntarily choose to opt for the same and in case if the loan is cancelled, the insurance policy will also get cancelled automatically by the Insurance Company and the certificate of insurance (if received/issued) will remain cancelled/ revoked by the said Insurance Company. Bank may receive the commission / fees for solicitation of insurance products (if any) and same will be available on Bank website <https://www.idfcfirst.bank.in/personal-banking/investments-and-insurance> under Insurance Tab.
8. KFS Is valid for the period of 90 days from date of sanction.

ANNEXURE C

Repayment Schedule (Tentative) under Equated Periodic Instalment

Instalment No.	Due Date	Outstanding Principal (in Rupees)	Principal (in Rupees)	Interest (in Rupees)	Instalment (in Rupees)
1	03.11.2026	192274	7726	1274	9000
2	03.12.2026	184459	7815	1185	9000
3	03.01.2027	176634	7825	1175	9000
4	03.02.2027	168759	7875	1125	9000
5	03.03.2027	160730	8029	971	9000
6	03.04.2027	152754	7976	1024	9000
7	03.05.2027	144696	8058	942	9000
8	03.06.2027	136618	8078	922	9000
9	03.07.2027	128460	8158	842	9000
10	03.08.2027	120278	8182	818	9000
11	03.09.2027	112044	8234	766	9000
12	03.10.2027	103735	8309	691	9000
13	03.11.2027	95396	8339	661	9000
14	03.12.2027	86984	8412	588	9000
15	03.01.2028	78537	8447	553	9000
16	03.02.2028	70036	8501	499	9000
17	03.03.2028	61452	8584	416	9000
18	03.04.2028	52842	8610	390	9000
19	03.05.2028	44167	8675	325	9000
20	03.06.2028	35448	8719	281	9000
21	03.07.2028	26666	8782	218	9000
22	03.08.2028	17835	8831	169	9000
23	03.09.2028	8948	8887	113	9000
24	03.10.2028	0	8944	55	8999

CUSTOMER DECLARATION/ACKNOWLEDGEMENT:

I/We declare that the contents of Key Fact Statement (KFS) have been duly explained to me/us, and I/we have read, understood, and accepted them.

IDFC AUTOMATION Tester

Name of Borrower

Signature of Borrower

RAGIL BHATT

Name of Co-Borrower

Signature of Co-Borrower

Name of Co-Borrower

Signature of Co-Borrower

Name of Co-Borrower

Signature of Co-Borrower

Name of Co-Borrower

Signature of Co-Borrower

Name of Co-Borrower

Signature of Co-Borrower

IDFC FIRST Bank MORTGAGES LOAN - SCHEDULE OF CHARGES (ANNEXURE-1)

S.No.	ITEMS (INR)	HOME LOANS	LAP	REMARKS
1	Processing fees	Up to 1.5% of the Sanctioned loan Amount	Up to 2% of the Sanctioned loan Amount	To be paid at the time of disbursement
2	Other charges	Up to Rs.	Up to Rs.	
a	EMI bounce charges	12% of EMI bounced with minimum charge of Rs. 400 & maximum of Rs. 1000 (excluding GST)		For each presentation dishonoured
b	Technical Bounce charges	Charge rates would be same as applicable under EMI bounce charges.		Mandate Rejection technical Bounce Charges (for mandate rejected by your bank, to be charged for each month from 3rd consecutive bounce month onwards until the mandate is registered).
c	Cheque/ Instrument Swap charges (per swap)	NIL	NIL	
d	Copies of documents charges	Rs. 500	Rs. 500	Per request for copies / list of documents
e	Duplicate list of documents	Rs. 500	Rs. 500	Per request for copies / list of documents
f	Duplicate no objection certificate/no due certificate	Rs. 500	Rs. 500	Request in addition to bank's issued letter
g	Disbursement cheque cancellation	Rs. 500 Per Cancellation	Rs. 500 Per Cancellation	On specific request and as per bank's internal guidelines
h	Legal/technical verification charges (Admin Fee)	On actuals	On actuals	For initiation of legal & technical verifications.
i	Other statutory / mortgage creation charges e.g. Stamp duty, MOD, MOE etc.	On actuals	On actuals	As applicable for each state for creation of mortgage
j	Loan rescheduling charges (per rescheduling)	Rs. 300	Rs. 300	
k	Physical Repayment Schedule	Rs. 500	Rs. 500	

l	Physical Statement of Account	Rs. 500	Rs. 500		
m	Document retrieval charges (per retrieval)	Rs. 500	Rs. 500		
n	EMI Pick up/collection charges	Rs. 500	Rs. 500		
o	Cancellation & Rebooking charges	1% of the loan amount + Cancellation request to be received within 30 days or 1st EMI presentation date whichever is earlier, post which cancellation will be treated as foreclosure	10000 exclusive of GST within 30 days of disbursement or 1st EMI presentation whichever is earlier Post 30 days or 1st EMI presentation request for cancellation will be treated as foreclosure		
3 Charges on account of delayed payment/defaults					
a	Penal Charges for delay in payment	12% p.a. (1% p.m.) of the unpaid EMI or Rs. 300 whichever is higher, No GST will be applicable		Penal charges are levied in case of non payment of the monthly payment. It is charged on the overdue installment for the defaulted period only.	
b	Collection Legal Charges & Expenses	Incidental charges & expenses are levied to cover the costs, charges expenses and other monies that may have been expended in connection with recovery of dues from a defaulting customer. Charged on actuals.			
4	Re-pricing fees	Upto 2%		Re-pricing fee will be charged on loan outstanding. At the request of the borrower, bank at its sole discretion may permit the borrower for repricing of the loan.	
Part Payment & Foreclosure Charges		Rate Type	HL	LAP	Remarks
5	Part Payment Charges	Floating Rate	0 - for individual only.	Nil	Charged on amount is excess to 10% of the sanctioned amount in a Fiscal Year.
		Fixed Rate	3%	0-for Micro and Small enterprises if Loan Amount <= Rs 0.5 cr. 4% -for Micro and Small enterprises if Loan Amount > Rs 0.5 cr. 4% -for individuals and Medium enterprises	
6	Foreclosure Charges	Floating Rate	0 - for individual	Nil	Charged on Principal Outstanding Amount
		Fixed Rate	3%	0-for Micro and Small enterprises if Loan Amount <= Rs 0.5 cr. 4% -for Micro and Small enterprises if Loan Amount > Rs 0.5 cr. 4% -for individuals and Medium enterprises	
7	INTEREST RATE	Floating Interest Rate: Interest Rate on your loans is linked to your loan. Interest Rate on your loans is linked to the MCLR rate for the period applicable to you loan. Fixed Interest Rate: Fixed rate period will be linked to the date of the first disbursement. At the end of fixed interest rate.			
8	REST FREQUENCY	Interest rate on your loan will be rest based on the period of MCLR applicable to your loan.			

All fees/charges to be paid shall be exclusive of goods and services tax(GST), as may be applicable. The services accounting code

would be provided by IDFC FIRST Bank and shall be binding on customer.

In case customer is related person to IDFC FIRST Bank Good and Service Tax (GST), as may be applicable, needs to be paid by customer.

Note:The above stipulated Schedule of Charges is subject to be revised from time to time by the Bank as will be updated on the official website of the Bank

End use letter

Date: 16/09/2026

Dear Sir/Ma'am,

Sub: Application for Rural HL Loan.

I/We, IDFC AUTOMATION H Tester refer to the Application No. 9606207815 dated 28/08/2026 submitted by us to IDFC FIRST Bank Limited (the "Bank") for availing of a Rural HL Loan from the Bank.

The said Facility is for meeting Top Up Personal Use purpose.

I/We hereby represent, warrant and confirm that the aforesaid purpose is a valid purpose and also agree and undertake to utilize the facility 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/We 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 IDFC FIRST Bank Limited. I/We 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 recall the loan facility and initiate appropriate legal action for recovering the outstanding dues in the loan account.

Thanking you.

Yours Sincerely,

IDFC AUTOMATION H Tester