

SAMPLE LOAN AGREEMENT
(Business Loan for Entity-Secured)

This Loan Agreement is made and entered into on the date and place as mentioned in the **Schedule-I** hereto

Between:

The **BORROWER (s)**, whose details are given in the **Schedule-I**, and hereinafter referred to as the "Borrower" which term shall be deemed to mean and include unless the context otherwise requires or permits all their legal heirs, executors, administrators, and representatives or, its successors, and permitted assigns of the one Part;

AND

Jana Small Finance Bank Limited, (Formerly known as Janalakshmi Financial Services limited) a Company defined under Companies Act, 1956 and registered under Banking Regulation Act, 1949 and licensed to carry on the Small Finance Bank and having its Registered Office situated at The Fairway Business Park, First Floor, Survey No.10/1, 11/2 & 12/2B, Off Domlur, Koramangala Inner Ring Road, Next to EGL Business Park Challaghatta, Bengaluru – 560071, and one amongst Branch office at the place specified in the **Schedule-I**, hereto, hereinafter referred to as the "**BANK**" which term shall be deemed to mean and include unless the context otherwise requires or permits, its successors, constituted attorneys and permitted assigns of the other Part;

The 'Borrower' and the 'Bank' shall together be referred to as 'Parties' and individually as 'Party'.

WHEREAS

- a. The Bank is carrying on the Small Finance Banking business and extending various financial services.
- b. The Borrower has requested the Bank for grant of loan / credit Facility for the purpose morefully detailed in Schedule-II.
- c. The Bank has at the request of the Borrower agreed to grant all or some or any of the credit Facilities / loan/s subject inter alia to the Sanction letter and terms and conditions contained in this Agreement and also in the other Transaction Documents (as defined below) including Security Documents (i.e. Hypothecation/ Mortgage deeds) or any of them and on such other terms and conditions as may be deemed necessary and notified from time to time by the Bank to the Borrower.

IN CONSIDERATION of the Bank providing the Loan / Credit Facility to the Borrower, the Borrower hereby agrees, records and confirms the terms and conditions upon which the Facility is granted as under:

1.(a) The Bank, at its discretion may grant or agree to grant or continue, all or any of the Loan now or hereafter at any time or from time to time up to the herein mentioned aggregate limit/term loan the details as to the loan/credit facilities, limits, interest, rests and terms of repayment are more specifically mentioned in **SCHEDULE-II** hereunder written, for the purpose(s) set forth in the Borrower's proposal/Application Form, which shall be deemed to constitute the basis and part of these presents. The Borrower(s) hereby warrants the correctness of every one of the statements, representations and undertakes to carry out the Borrower's proposal/ Application Form as set out in its entirety with a further undertaking to notify the Bank in writing of any deviations or modifications thereto immediately upon such occurrence. The loan granted or agreed to be granted or continued, now or hereafter by the Bank (hereinafter referred to as the said facilities/Credit facility/Loan) shall be availed / utilized exclusively by the Borrower(s) for no purposes other than those mentioned in the Borrower(s)'s proposal/Application Form.

1.(b) The Borrower(s) agrees that the loan granted and agreed to be granted or continued shall be governed by the terms and conditions as set out in the Sanction Letter as also herein contained as well as those embodied in the relative security documents.

2.(a) Interest shall be charged at a **fixed rate of interest** computed based on Bank's MCLR linked to one (1) year MCLR benchmark with a spread morefully specified in **Schedule II** hereto and calculated on daily balance of the loan amount at monthly rests. Interest rate on the facility will remain fixed for the entire tenor of the facility from the date of first disbursement. The rate of interest payable by the Borrower/s shall be subject to changes based on guidelines /directives issued by RBI to banks from time to time/money market condition. The Borrower/s also note and acknowledge that Bank is obliged to give effect to any revision of interest rates, whether upwards or downwards, on all Existing advances/financial assistances as per the RBI guidelines/directives.

X_____

X_____

2.(b) Where the interest is charged by the Bank at a concessionary rate(s) owing to the said facilities being granted under the Interest Subsidy Scheme or any other schemes formulated by the Government and/or the Reserve Bank of India and/or any other authority from time to time, the Borrower(s) agrees and confirms that in the event of the withdrawal, modification and/or variation of such scheme(s), the concessionary rate(s) of interest shall stand withdrawn and the usual rate(s) applicable at the material time shall become effective and be applicable and the Borrower(s) shall also pay the difference between such concessionary rate(s) and the usual rate(s) of interest from the date, the withdrawal or modification or variation becomes effective.

3. The Loan, interest, default interest, any other charges, dues and monies payable, costs and expenses reimbursable, as outstanding from time to time and whether any of them due or not, are hereinafter collectively referred to as "Outstanding Balance". The Borrower shall pay interest on the Loan, the unpaid due interest and all other outstanding charges and monies (except the default interest), at the rate of interest specified in the Schedule hereto, on the outstanding daily balance from the date of Disbursement, compoundable at monthly rests. The Processing fee/ Administrative fee paid by the borrower are non- refundable and Borrower shall agree to reimburse the Bank if any amount is due and payable. The Borrower shall also pay and bear all interest tax, if any, as applicable from time to time. The Borrower(s) shall repay the Loan and pay the interest that is due from time to time by way of equated monthly installments (EMIs) as specified in the Schedule or as may be specified by the Bank from time to time (time being the essence of the contract). The Borrower has perused, understood and agreed to Bank's method of calculating EMIs as also the appropriation thereof into principal and interest. The payment of all the monies by the Borrower including EMIs shall be made on or before the respective due dates, at such place as the Bank may require, without any set-off or counterclaim or withholding or deduction (save as required by law in which case the amount payable by the Borrower to the Bank shall be increased to the amount which after making such deduction or withholding equals the original due amount as if no withholding or deduction were required), by way of one or more modes and instruments including post-dated cheques ("PDCs"), Standing Instructions (SI)/ Electronic Clearing System (ECS/NACH instructions/mandate other mode/ instrument, as acceptable to the Bank from time to time. If any due date falls on a non-business day of the Bank, the payment shall be made by the Borrower on the immediately preceding business day of the Bank. In case of cheques/ other instrument, the payment shall be deemed to have been made by the Borrower only at the point of time the sum is credited and realized fully in Bank's account irrespective of the date of instrument or time of receipt or presentation of instrument. In case of any default, the Borrower shall without prejudice to Bank's other rights and remedies, pay additional /default interest at the rate mentioned in the Schedule hereto/ Application or as may be prescribed by the Bank, over and above the then applicable rate of interest till full payment is made/default is cured. This liability shall not act as justification for any default.

4. The Borrower(s) shall pay to Bank, the charges, fees, etc, specified in the Schedule hereto/ Application or as specified by the Bank from time to time, within such time or upon occurrence of such events as specified and if not specified then forthwith upon demanded by the Bank. All other present and future costs and expenses, taxes (as applicable from time to time), any related levy, stamp duty, in all jurisdictions, in relation to this document/other documents/any transaction pursuant thereto, irrespective of who the beneficiary is, shall be borne and payable solely by the Borrower, including for creation, enforcement, preservation of security, recovery, initiating/defending/pursuing any legal proceedings/ actions by Bank. In case of any such sums if paid or incurred by the Bank, the Borrower shall be liable to reimburse the same to the Bank in full forthwith.

5. The Bank may at its own discretion and upon Borrower's request, also finance the Borrower for the insurance premium of insurance policy taken by Borrower as per Borrower's own wish from any insurance company of Borrower's choice, which sum(s) shall be added to the principal amount under the Loan and all the terms and conditions shall be additionally applicable thereto All expenses, charges, fees, taxes etc.as applicable on any such insurance shall be incurred and paid by the Borrower, however in case paid by the Bank on Borrower's behalf, the Borrower shall reimburse the same to the Bank within 24 hours of the Bank's demand. The Borrower shall instruct the insurance company to add the Bank as loss payee in any such insurance policy.

6. The Borrower shall furnish and create such security from time to time in favour of or for the benefit of the Bank, of such value, in such form and in such manner, as may be deemed fit by the Bank, forthwith upon so required by the Bank. The Bank shall also have the right to stipulate any other and further terms and conditions that it may deem fit at any time prior to or after the grant of the Loan, which shall be binding on the Borrower.

7. Borrower shall make good to, and save, defend and hold harmless Bank, its directors, employees, shareholders, agents, consultants, representatives from or against all, direct or indirect, claims, damages, losses, costs and expenses, including attorneys' fees arising out of/ in relation to any act, omission, breach, misrepresentation, fraud, misstatement or default by the Borrower and/or otherwise incurred by Bank as a result of any suit, investigation, etc, any other matter for any reason.

X_____

X_____

8. The Bank shall have the right to not return the Application, the photographs, information and documents submitted by the Borrower. The Bank shall, without notice to or without any consent of the Borrower, be absolutely entitled and have full right, power and authority to make disclosure of any information relating to Borrower including personal information, details in relation to documents, Loan, defaults, security, obligations of Borrower, to the Credit Information Bureau of India (CIBIL) and/or any other governmental/regulatory/statutory or private agency/entity, credit bureau, RBI, the Bank's other branches/ subsidiaries / affiliates / rating agencies, service providers, other banks / financial institutions, any third parties, any assignees/potential assignees or transferees, who may need the information and may process the information, publish in such manner and through such medium as may be deemed necessary by the publisher/ Bank/ RBI, including publishing the name as part of willful defaulter's list from time to time, as also use for KYC information verification, credit risk analysis, or for other related purposes. The Borrower waives the privilege of privacy and privacy of contract. The Bank shall have the right, without notice to or without any consent of the Borrower, to approach, make enquiries, obtain information, from any person including other banks/finance entities/credit bureaus, Borrower's employer/family members, any other person related to the Borrower, to obtain any information for assessing track record, credit risk, or for establishing contact with the Borrower or for the purpose of recovery of dues from the Borrower.

9. Any notice, approvals, instructions, demand and other communications given or made by the Bank shall be deemed to be duly given and served if sent by courier, normal post, Registered Post, facsimile, electronic mail, personal delivery, sms or by pre-paid registered mail addressed to the Borrower's address, phone/ mobile number, fax number or email as given in the Application (or at the address changed on which Bank's acknowledgement is duly obtained as hereinafter mentioned) and such notice and service shall be deemed to take effect on the third working day following the date of the posting thereof in case of courier, normal post, registered post, at the time of delivery if given by personal delivery, upon receipt of a transmission report if given by facsimile, upon sending the electronic mail or sms if given by electronic mail or sms. The Borrower undertakes to keep the Bank informed at all times in writing of any change in the mailing address, email id, phone and mobile number(s) as provided in the Application and to obtain Bank's written acknowledgement on the intimation given to Bank for any such change.

10. The Borrower(s) hereby agrees that notwithstanding anything contained herein or in any other documents, the entire balances then due under the said facilities shall, if so decided by the Bank, become forthwith due and payable upon the happening of any of the following events:

(a) Any instalment of the principal or interest remaining unpaid and in arrears for a period of one month after the due date whether demanded or not;

(b) The borrower committing any breach or default in the performance or observance of any of the terms contained herein or in the Borrower(s)'s proposal/ Application Form or any other documents;

(c) If any of the representations or the documents furnished by the Borrower(s) in its application are found to be untrue or false or incorrect;

(d) Upon entering into any arrangement or composition with its creditors or committing any act of insolvency;

(e) Any execution or other similar process being levied or enforced against the borrower;

(f) If the borrower ceases to carry on business or threatens not to carry on business;

(g) If any circumstances shall occur which in the opinion of the Bank is prejudicial to or imperils or is likely to prejudice or imperil the security or which affects adversely the Borrower(s)'s capacity to repay any amounts under the said facilities;

(h) If the Borrower(s) does not submit the required statements or mis-utilises/diverts the monies or the provided security without the Bank's prior permission / knowledge;

Whether any of the above events has happened or not, the decision of the Bank shall be conclusive, final and binding on the Borrower(s).

X_____

X_____

PROVIDED ALWAYS THAT the Bank may in its discretion refrain from forthwith enforcing its rights hereunder in spite of the happening of any of the above events and provided further that any failure or delay in exercising any right, power or privilege hereunder or under other security documents or any single or partial exercise of such right, power, or privilege shall not impair / extinguish or preclude the Bank any further exercise of the same or operate as a waiver or exercise of any other power or right or privilege. The rights and remedies of the Bank are only cumulative and not exclusive.

11. Notwithstanding anything stated elsewhere in this agreement, the continuation of the loan shall be at the sole and absolute discretion of the bank and the borrower's outstandings shall be payable by the borrower to the bank on demand. The bank may at any time in its sole discretion and without assigning any reason call upon the borrower to pay the borrower's outstandings and thereupon the borrower shall pay the whole of the borrower's outstandings to the bank without any delay or demur.

12. The borrower(s) hereby further agree that as precondition of the loan advances given to him by the bank, that in case of default in repayment of the loan/ advances or in the repayment of the interest thereon or any of the agreed instalment of the loan on due date/s or in maintaining the outstanding amount within the drawing power at any point of time, the bank and/ or the Reserve Bank of India will have an unqualified right to disclose or publish his/her name(s) as defaulter in such manner and through such medium as the bank or Reserve Bank of India their absolute discretion may think fit and the borrower will not claim any right of secrecy to his/her account.

13. The borrower hereby confirms, declares and agrees that for the liability of the borrowers , the bank shall have a paramount right of set off and in exercise of the bank's general lien under law, the bank shall also have a paramount right of lien on all monies, accounts, securities, deposits, goods and other assets and properties belonging to the borrower or standing to the borrower's credit (whether singly or jointly with any other person/s) which are or may at any time be with or in possession or control of any branch of the bank for any reason or purpose whatsoever and bank is specifically authorized to exercise right of lien on the securities including title deeds of the property and effect set of against all moneys.

14. Any delay in exercising or omission to exercise any right, power, or remedy accruing to the Bank under this agreement or any other agreement or document shall not impair any such right, power, or remedy and shall not be construed to be waiver thereof or any acquiescence in any default, nor shall the action or inaction of the bank in respect of any default or any acquiescence by it in any default affect or impair any right, power, or remedy of the bank in respect of any other default.

15. This agreement shall operate as a continuing security for all monies, indebtedness and liabilities foresaid due by the borrower to the bank.

16. If required by the Bank, the Borrower shall provide such additional security including surety for the due repayment of the loan availed by him and in terms of this Agreement.

17. The Borrower expressly recognizes and accepts that the Bank shall, without reference to or intimation to the Borrower, be absolutely entitled and have full power and authority, to sell and / or assign /securitize to any third-party as the Bank may decide, the loan and all outstanding due to the Bank under this loan in any manner, either in whole or in part and on such terms as the Bank may decide including assigning or reserving to the Bank the power to proceed against the Borrowers, on behalf of the assignee, in the Events of Default for any amounts due by the Borrower under this loan. The Bank may, if it so desires, also assign to such assignee, the right to proceed against the Borrower. Any such sale or assignment shall bind the Borrower and the Borrower shall accept the third-party as its sole creditor jointly with the Bank and in such event the Borrower shall pay to the Bank or such creditor or as the Bank may direct the outstanding amounts due by the Borrower under this loan.

18. The Borrower also expressly recognizes and accepts that in the event the Bank sells / assigns to any third party the Loan and all amounts which is outstanding and due to the Bank, such assignment may cover transfer and assignment of any or all rights and obligations of the Bank under this loan, which may inter alia include, but not limited to the right to determine the rate of interest, determine Prime Lending Rate applicable to the Loan, re-pricing and Pre-payment charges, collection procedure and all other relevant and incidental matters to the Loan Account. Any such sale, assignment, transfer of the Loan, outstanding due and rights / obligation of the Bank shall conclusively bind the Borrower.

19. Any payment made towards the loan account prior to the due date will be appropriated at the end of the month. Interest on loan will be applied on the outstanding amount at the beginning of the month for the entire month.

X_____

X_____

20. No additional charges are applicable for pre payments made up to 20% of the loan outstanding or pre closures for making any pre-payment /pre –closure you will need to walk-in to the nearest Jana Centre ,For pre payments of more than 20% normal pre-payment /pre closure charges will apply.

21. The Borrower expressly recognizes and accepts that the Bank shall, without prejudice to its right to perform such activities either by itself or through its officers or employees, be entitled and have full power and authority to appoint one or more third parties as the Bank may select and to delegate to such third-party all or any of its functions, rights and powers under this loan relating to administration of the Loan including the rights and authority to collect and receive on behalf of the Bank from the Borrower the pre-monthly repayment installments, monthly installments and other amounts due by the Borrower under this loan and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, contacting the Borrowers, receiving cash / cheques / drafts / mandates from the Borrower and giving valid and effectual receipts and discharge to the Borrower.

22. Whereas the Bank has displayed in notice board of Branches of the Bank a copy of Grievance Redressal System (GRS) to redress any grievance before the appropriate authority of the Bank and borrower has duly acknowledged the notice of the same.

23. That Bank has ensured appropriate staff behavior by providing them adequate periodical training on their areas of work. Further the Bank has ensured that the Code of Conduct for its staff is in conformity with Board Approved Code of Conduct. Grievances of whatsoever nature can be redressed in the manner provided in the Grievance Redressal System. Moreover measures have been formulated to prevent inappropriate staff behaviour. If any dispute arises amongst Parties hereto (i.e, Borrower, Co- Borrower, Guarantor/s and the Bank) either during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding a question, including but not limited to matters relating to default in repayment of principal and interest, enforcement of security, percentage of interest rate, penalty, tenure of the loan, security, repayment, general terms and conditions or its revision from time to time, acceptance or denial of any of the terms and conditions by any Parties and such other relevant matters in connection with or incidental to the operation, implementation or termination of the clauses of this Agreement, the Parties shall endeavor to settle such dispute amicably by discussions.

24. In the case of failure by the Parties to amicably resolve any of the disputes arising out of the Agreement in the manner set out above, the said dispute shall be referred to sole Arbitrator nominated by the Bank, by giving a written notice to the other Party / Borrower. The Borrower, Co-Borrower and Guarantor/s agree to refer or have no objections for referring the matter to the sole Arbitrator as appointed by the Bank. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of the court of arbitration shall be Bangalore. The arbitration proceedings shall be conducted in English language. The sole arbitrator shall also decide on the costs of the arbitration proceedings.

25. The arbitrator's award shall be substantiated in writing and the Parties shall submit to the arbitrator's award which shall be final and binding on all the Parties / interested Parties and other stakeholders and the same shall be enforceable in any competent court of law. Further the parties agree that they shall abide by the award or decision of the Arbitrator or execution order from the competent court. The provisions of this Clause shall survive termination of this Agreement.

26. The Borrower hereby state that she/he has understood all the terms and conditions of the credit facilities extended by the Bank to her/him as detailed in this Agreement and hereby undertakes and states that she/he shall be bound by all such terms and meet all her/his obligations arising out of this Agreement. The contents of this agreement was read and explained to the borrower in the vernacular language known to them and they agree and accept to the terms and conditions mentioned herein above.

27. The Borrower/Co-Borrower irrevocably undertake that the borrower/co-borrower will not carry out the activities with the financial assistance obtained from Bank which are prohibited under the environmental law. In case any of the activities carried out by the borrower/co-borrower is barred under environmental law either through an amendment or legislation, borrower/co-borrower undertake to notify the Bank immediately and stop the activity forthwith. Continuance of the activity will amount to an event default of this agreement and the event of default can't be cured by parties.

28. The Borrower/Co-Borrower undertakes to comply with the provisions of Child Labour (Prohibition and Regulation) Act 1986 and all its subsequent amendments.

X_____

X_____

This document, Application and other documents have been explained to the Borrower in the language known to the Borrower and the Borrower has read and understood the same.

Borrower and the Borrower has read and understood the same.

X_____

X_____

Declaration

Certified that the above contents were duly explained to the executants in _____ language known to them by the Bank officials, who appear perfectly to understand the same and have signed in the presence of the below mentioned witnesses.

The Borrower(s) have affixed their signatures after verifying and understanding the contents of this document, at the end of the Schedule.

Borrower _____

Co – borrower _____

X _____

X _____

SCHEDULE- I

PLACE OF EXECUTION OF AGREEMENT	CITY: STATE:		
DATE OF EXECUTION OF AGREEMENT			
THE BANK'S BRANCH / OFFICE ADDRESS			
BORROWER CONSTITUTION	Individual Partnership Firm	<input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Others	<input type="checkbox"/> <input type="checkbox"/>
NAME OF BORROWER			
REGISTERED/ COMMUNICATION ADDRESS OF BORROWER			
NAME OF PROMOTORS/SOLE PROPRIETOR/ PARTNERS	NAME :	AGE :	
NAME OF COBORROWER			
REGISTERED/ COMMUNICATION ADDRESS OF CO-BORROWER	City Pincode		

X_____

X_____

SCHEDULE-II

Loan Details

1) Loan Facility	
2) Loan Amount	
3) Purpose / End use of loan	
4) Description of the Property (if applicable)	
5) Rate of interest	
6) Tenor of Loan	
7) Repayment	
8) Installment Amount/Frequency	
9) Sanction letter date	
10) Penal interest	

Security

Guarantor Details	Name: Address: City: PIN Code:
Guarantor Details	Name: Address: City: PIN Code:
Guarantor Details	Name: Address: City: PIN Code:
Security	

	Name	Signature
Borrower Details		

X_____

X_____

Co - Borrower Details		
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Date:	For Jana Small Finance Bank Limited
Place:	Authorised signatory

X_____

X_____

GUARANTEE AGREEMENT

This Deed of Guarantee is made and entered into on the date and place as mentioned in the Schedule-I hereto.

BY

The **Guarantor/s**, whose details are given in the **Schedule-I**, and hereinafter unless otherwise specifically designated referred to as "**the Guarantor/s**" which expression shall unless the context otherwise requires or permits all their legal heirs, executors, administrators, and representatives or, its successors, and permitted assigns as applicable of the one Part.

IN FAVOUR OF

JANA SMALL FINANCE BANK LIMITED, (Formerly known as "Janalakshmi Financial Services Limited") a Company incorporated under the provisions of the Companies Act, 1956 and registered with the Reserve Bank of India as a having its Registered Office situated at The Fairway Business Park, First Floor, Survey No.10/1, 11/2 & 12/2B, Off Domlur, Koramangala Inner Ring Road, Next to EGL Business Park Challaghatta, Bengaluru – 560071, hereinafter referred to as the "**Creditor**" which term shall be deemed to mean and include unless the context otherwise requires or permits, its successors, constituted attorneys and permitted assigns of the Other Part;

WHEREAS

- (a) The Borrower whose details are mentioned in Schedule- I (hereinafter referred to as **Borrower** which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) has approached the 'Creditor' for a financial/credit facility/loan morefully detailed in the Schedule-II herto ("Credit Facility / Facility/facilities") for the purpose mentioned in the loan agreement executed by the Borrower in favour of the Creditor.
- (b) 'Creditor' has agreed to Grant/Granted the Facility to the Borrower on the terms and conditions of the Loan Agreement entered into between/amongst Creditor.
- (c) One of the terms on which the said Facility/ies were agreed to be granted by the Creditor to the Borrower/s was that the said credit Facility/ies would inter alia be secured by an unconditional and irrevocable guarantee of the Guarantors being these presents.
- (d) The Guarantor unconditionally and irrevocably agrees and undertakes to provide the present Personal Guarantee to Creditor to make payment on behalf of the Borrower in the event of any default on the part of the Borrower including but not limited to payment of any part of the Secured Obligation under the credit facility/loan agreement (hereinafter referred to as the "Guarantee").
- (e) In this reference, the Guarantor has agreed to provide the personal/Corporate Guarantee guaranteeing the repayment of the entire Secured Obligations on such terms and conditions as set forth herein.
- (f) The present guarantee is further backed by the Personal Net worth/Net worth Statement of the Guarantor which is annexed herewith as
- (g) That the Guarantor further undertakes that he is solvent and financially capable to discharge her Guarantee obligations.

NOW THIS DEED WITNESSETH AS FOLLOWS:

In consideration of these premises, the Guarantor/s herby jointly and severally unconditionally, absolutely and irrevocable guarantees to and agree with the Creditor as follows:

X_____

X_____

1. If at any time default shall be made by the Borrower(s) in payment of the principal sum and / or other monies for the time being due to the Creditor in respect of or under the said credit facilities, the Guarantors shall forthwith pay unconditionally to the Creditor merely on demand by the Creditor, the whole of such principal sum together with interest, costs, charges, expenses, fees, commission and or any other monies as may be then due to the Creditor without any demur or protest or contestation and without reference to the Borrower(s), irrespective of any dispute or difference with the Borrower(s) in any proceedings and shall indemnify and keep indemnified the Creditor against all losses of the said principal sum, interest or other monies due and all costs, charges and expenses whatsoever which the Creditor may incur by reason of any default on the part of the Borrower(s).
2. That the interest shall be charged on the outstanding(s) in the account(s) opened in respect of the said facilities at such rate(s) as may be determined by the Creditor from time to time. The Guarantors agree that every change in the rates or rests of interest notified in the Notice Boards or published in the web-site or newspapers shall be a sufficient notice of such change and be binding on the Guarantors. The Guarantors further acquiesces to the accounting practices of the Creditor as to the mode and manner of charging the interest in this behalf. Notwithstanding the above, notice regarding change in or the revision of interest and charging of enhanced / overdue interest is expressly waived by the Guarantors.
3. The Creditor shall have the fullest liberty without affecting this Guarantee to vary/modify/amend the terms of loan agreement or vary the amounts of the individual limits of / under the said facilities or fresh or additional limits thereunder subject to the aggregate thereof not exceeding the principal sum and / or to postpone, enforce or forbear for any time to enforce any remedies or any of them against any securities or parting or losing with any security or promising to give time to or not to sue or making any composition with the Borrower(s) or of any other forbearance, act or omission or any other indulgence on the part of the Creditor or by any other matters or things whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Guarantors. That as though between the Guarantors and the Borrower(s), the guarantors are the sureties but as between the Creditor and the Guarantors, it is expressly agreed that the guarantors would be the principal debtors jointly with the Borrower(s) and accordingly, the Guarantors shall not be entitled to and also hereby waive all the rights conferred on the Guarantors under Sections 131,133,134,135,139,140 and 141 of the Indian Contract Act, 1872.
4. That no failure or default by the Creditor in requiring or obtaining or enforcing of any security or in the observance or performance of any of the covenants of any loan documents shall have the effect of releasing or discharging or in any manner affecting the liability of the Guarantors hereunder.
5. This guarantee shall be enforceable against the Guarantors notwithstanding any securities or any other collateral securities that the Creditor may have obtained or may obtain from the Borrower(s) or any other person, shall at the time when proceedings are taken against the Guarantors hereunder be outstanding and / or not enforced and / or remain unrealized.
6. The Guarantee is a continuing one for all the amounts advanced to the Borrower(s) under the said facilities as also for all interest, costs, charges, expenses and / or other monies which may from time to time become due and remain unpaid to the Creditor thereunder and shall not be determined or be affected by any account/s becoming nil or coming into credit or being closed at any time or by any rephasing of repayment schedules of all or any of the said facilities/limits and / or fresh account/s being opened in respect of fresh / revised facilities granted / being granted to the Borrower(s).
7. The Guarantors shall forthwith on demand made by the Creditor deposit such sum or security as the Creditor may specify for the due fulfillment of their obligations hereunder and the Creditor shall have the liberty to sell any security so deposited with the Creditor in or towards the satisfaction or non-fulfillment of the said obligations by the Guarantors.
8. That the Creditor shall be entitled to adjust, appropriate or set-off or exercise lien of or on all monies, securities, goods, instruments held to the credit or for the benefit of the Guarantors on any account or coming into the control or possession of the Creditor in any of its branches whether for any specified purpose or otherwise with or without any particular mandate and whether singly or jointly, towards the discharge and satisfaction of the liability of the Guarantors hereunder.
9. That notwithstanding the determination of the guarantee either by notice or by the death or insolvency of the guarantor/s, or otherwise or demand by the Creditor, it shall be lawful for the Creditor to continue the account/s and any liability arising out of any subsequent operations or payments into or out of the accounts under the said facilities shall remain and be valid and enforceable against the other guarantors and / or the estate of the deceased Guarantor/s and the Guarantors expressly agree that the said notice, death or demand shall not extinguish or discharge the liability of the Guarantors.

X_____

X_____

10. That if the Borrower(s) being an individual becomes an insolvent or being a company enters into liquidation or winding up or if the management of the undertaking of the Borrower(s) is taken over or nationalized under any law or makes any arrangement or composition with creditors, the Creditor may (notwithstanding payment to the Creditor by the Guarantors or any other person of the whole or any part of the amount hereby secured) rank as creditor and prove against the estate of the Borrower(s) for the full amount of all the Creditor's claims against the Borrower(s) or agree to and accept any composition in respect thereof and the Creditor may receive and retain the whole of the dividends, composition or other payments thereon to the exclusion of all the rights of the Guarantors in competition with the Creditor, until all the Creditor's claims are fully satisfied and the Guarantors will not be paying off the amounts payable by them or any part thereof or otherwise prove or claim against the estate of the Borrower(s) until the whole of the Creditor's claims against the estate of the Borrower(s) have been satisfied and the Creditor may enforce and recover payment from the Guarantors of the full amount payable by the Guarantors, notwithstanding any such proof or composition as aforesaid. On the happening of any of the aforesaid events, the Guarantors shall forthwith inform the Creditor in writing of the same.

11. The liability of the Guarantors shall not be determined or discharged owing to any change in the legal status or constitution of the Borrower(s) or the Guarantors or the Creditor whether by way of amalgamation, merger, takeover, dissolution, winding up, insolvency, nationalization or otherwise, howsoever either by operation of law or by act of the parties but shall remain in full force and be valid and enforceable against all the Guarantors including the entities which shall come into existence upon such change or constitution as if they were the parties to these presents since its inception till full discharge of all the obligations or payments hereunder to the Creditor.

12. This Guarantee is independent and distinct from any security that the Creditor has taken or may take in any manner whatsoever and the liability of the Guarantors shall be in addition to such security and the loss, impairment, failure, realization or release of or parting with any such security shall not diminish, extinguish or affect the liability of the Guarantors hereunder and the Creditor shall have fullest liberty to call upon the Guarantors to pay the principal sum together with interest, costs, charges, expenses and all other monies payable under all or any of the said facilities without requiring the Creditor to realize from the Borrower(s) the amounts due to the Creditor and / or enforcing any remedies or securities available to the Creditor.

13. That any admission or acknowledgement in writing signed by the Borrower(s) or any of them of its / their liability or indebtedness or otherwise in relation to the said facilities and / or any part payment by it or its / their authorized agent towards the principal sum or any judgment, award or order obtained against the Borrower(s) shall be binding on the Guarantors and further agree that in the Borrower(s) making an acknowledgement or making a payment, the Borrower(s) shall in addition to his/their personal capacity be deemed to act as the Guarantors' duly authorized agent and the Borrower(s) shall be deemed to have made and / or given by or on behalf of the Guarantors themselves and shall be binding upon each of them for the purposes of Sections 18 and 19 of the Limitation Act of 1963.

14. If the Guarantors be more than one individual or entity, each one or any of them is hereby authorized by the others of them to admit and acknowledge their liability to the Creditor by any payment into the account or by way of writing or in any manner otherwise and any such acknowledgement of liability or part payment by any or more of them shall in addition to this / their personal capacity be deemed to have been made on behalf of each of them for the purposes of Sections 18 and 19 of the Limitation Act, 1963.

15. (a) The Guarantors give consent to declare, disclose or publish their name/s or its directors / partners as WILLFUL DEFAULTER/S as the Creditor or the RBI or any authorized agency in their discretion think fit upon default in repayment of the guaranteed amounts or in the performance of obligations hereunder.

15. (b) The Guarantors agree that the Credit Information Bureau (India) Ltd. or any other agency so authorized may use, process, publish or furnish for consideration or otherwise the information disclosed by us to the Creditor and / or data or products prepared by them to any person, Creditor / financial institution and other credit granters as may be specified by the Reserve Creditor of India and further confirms that the Guarantors shall not raise any dispute whatsoever in that behalf in all respects and to all intents.

16. Any notice may be served on the Guarantors personally, or by Facsimile (Fax), e-mail, Courier or by registered post acknowledgment due or under certificate of posting to the address recorded with the Creditor and when such address is not recorded to the last known address of the Guarantor(s) and the notice so sent shall be deemed to have been served on the Guarantors on the fourth day following the day on which it is posted or sent. Any notice revoking the guarantee shall be in writing and shall come into force only at the expiry of six clear calendar months after service of notice on and express written acceptance of such revocation by the Creditor. The Guarantors specifically agree that the Guarantors shall be liable for all the credit facilities now granted or granted during the said period of six calendar months notwithstanding the serving of the said notice of revocation thereto.

X_____

X_____

17. In the case of failure by the Parties to amicably resolve any of the disputes arising out of this Agreement, the said dispute shall be referred to sole Arbitrator nominated by the Creditor, by giving a written notice to the other Party / Borrower. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of the court of arbitration shall be Bangalore. The arbitration proceedings shall be conducted in English language. The sole arbitrator shall also decide on the costs of the arbitration proceedings.

IN WITNESS WHEREOF the Guarantors have executed these presents on the day, month and year first hereinabove written.

Signed, Sealed and Delivered by GUARANTOR

SIGNED AND DELIVERED by	Guarantor Signature
SIGNED AND DELIVERED by	Guarantor Signature
SIGNED AND DELIVERED by	Guarantor Signature

X_____

X_____

SCHEDULE – I

HEREINABOVE REFERRED TO

PLACE OF EXECUTION OF THIS DEED OF GAURANTEE	CITY: STATE:		
PLACE OF EXECUTION OF THIS DEED OF GAURANTEE	CITY: STATE:		
PLACE OF EXECUTION OF THIS DEED OF GAURANTEE	CITY: STATE:		
LOAN AMOUNT			
NAME OF BORROWER			
DETAILS OF THE GUARANTOR(S) AND ADDRESS :In case of Individuals			
Name of Individuals	Relationship with Applicant	Age	Address
Net worth of guarantors		Guarantor 1:	

Place:

Date:

_____ **Guarantor Signature**

_____ **Guarantor Signature**

_____ **Guarantor Signature**

X _____

X _____

VERNACULAR DECLARATION

I, _____, aged _____ years, son/daughter/wife of
_____ residing at

_____, do hereby record as under:

I have read out and explained the contents of:

The Loan Agreement dated 10/06/2020 in connection with the financial assistance/s required from Jana Small Finance Bank Limited (Formerly known as "Janalakshmi Financial Services Limited") by _____ (the Borrower/s) and all other documents incidental to the aforesaid forms/documents in _____ language and he / she / they have confirmed that he / she / they has / have understood the same and have agreed to abide by all the terms and conditions stated in the aforesaid Loan Agreement (s) / document(s) . Pursuant to the same the aforesaid person(s) is / are affixing his / her / their signature(s)/thumb impression(s) as given herein below:

(Borrower Signature)

I confirm that whatever I have stated hereinabove is true and correct to the best of my knowledge and belief.

Signed by Mr. / Ms. _____

Date: 10/06/2020

Place:

X _____

X _____

AFFIDAVIT

I, _____ S/o, D/o, _____ residing at _____ do hereby solemnly affirm and declare as follows:

1. That I am the sole proprietor / partner of the firm having principle office at _____ and running the firm in the name and style of _____, have applied for enterprises Finance loan / credit facility from Jana Small Finance Bank Limited ("Bank").

2. I declare that I am known by the names _____ and _____ and I have applied the loan in the name _____.

3. I declare that my actual date of birth is _____ and due to bonfide mistake the date of birth reflected in _____ document as _____.

4. However, all these are related to me and recorded in different manner in different documents.

5. Whereas I have provided documents such as _____ in support of my name, and all these documents are pertaining to me.

6. I submit that the differences in my name/date of birth on the records were not with any malfide intention but occurred due to bonfide mistake.

7. Further I undertake that if due to this mismatch in the name, if Bank suffers any loss, damage and costs of all kinds of whatsoever, I shall bind myself to indemnify the same to the Bank.

I state that the contents of this affidavit are true to the best of my knowledge and belief and nothing material information concealed.

Date: 10/06/2020

Place:

Deponent

Advocate

Sworn Before Me:

X _____

X _____