



COMMERCIAL SCHEDULE

(SANCTION TERMS)

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Group Loan Application Number		Meeting Centre Name:	
Meeting Centre Leader CRN No		Branch	
EMI (Frequency, Amount and Number)	As per the Repayment Schedule.	Tenure	_____ Months.
Penal charges	0% p.a.	Documentation Fees	_____
Processing Fees (if any) <i>*in case the sanctioned amount is >INR 25000</i>		Mode of Repayment	As per the Sanction Letter.
Place of execution	.	Date of execution	

LOAN AGREEMENT CUM GROUP GUARANTEE FOR JOINT LIABILITY GROUP

This Loan cum Group Guarantee Agreement for Joint Liability Group (the “Agreement”) is made and executed at the place & date mentioned in the Commercial Schedule attached hereto between:

The members of the group who have come together as a Joint Liability Group as specified in the Schedule I hereto (hereinafter individually referred to as “Borrower” and collectively as Borrowers/Group/Group Members/Group Member which term shall be deemed to mean and include, unless the context otherwise requires or permits, their respective successors, constituted attorneys and permitted assigns)

IN FAVOR OF

Jana Small Finance Bank Limited, a Company incorporated under Companies Act, 1956 and licensed by the Reserve Bank of India to carry on business as a small finance Bank under the Banking Regulation Act 1949, having its registered office at The Fairway Business Park, Ground and First Floor, Survey No. 10/1, 11/2 and 12/2B, Off Domlur, Koramangala Inner Ring Road, Next to Embassy Golf Links, Challaghatta, Bangalore - 560 071, and having one of its branch office at the place specified in the Commercial Schedule 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.

WHEREAS:

- The Borrowers have formed a Group and have approached the Bank for the grant of Group Loan Facility (“Facility”).
- At the request of each of the Borrowers, the Bank has agreed to grant the Facility to each of the Borrowers on the basis of guarantee of the other Group Members, for such amount as set out in the Schedule I hereto subject to (a) execution of Facility Documents and this Agreement, (b) terms & conditions stipulated in the Facility Documents and this Agreement.
- All the commercial details in relation to the Facility are captured in the Commercial Schedule attached hereto.

1. DEFINITIONS:

- a) "EMI" shall mean and include shall mean the periodical instalments as may be computed by the Bank from time to time in relation to the Facility (rounded off to the next rupee)
- b) "Due Date" shall mean the date(s) on which any amounts in respect of the Facility are payable by the Borrowers to the Bank.
- c) "Facility Documents" shall include application form, sanction letter, this Agreement and all other agreements, instruments, undertakings, indentures, deeds, writings and other documents executed or entered into, or to be executed or entered into, by the Borrowers and the Bank, in relation, or pertaining, to the Facility and the transactions contemplated under the Facility Documents, and includes all modifications and amendments thereto.
- d) "Guarantors" shall mean and include (a) each of the Borrowers' spouse or defined close relatives (in case of single/widow/divorced Borrowers) more specifically mentioned in the Schedule I A hereto and (b) each Group Member, more specifically mentioned in Schedule I B hereto.
- e) "RBI" shall mean Reserve Bank of India.

2. GROUP GUARANTEE:

- a) The Borrowers and the Guarantors (as specified in Schedule I B) hereby agree and undertake that each of them shall unconditionally and irrevocably guarantee the due repayment of the Facility availed by each and every Group Member irrespective of the fact that the Facility is disbursed to a Group Member jointly or singly. ("Group Guarantee"). It is clarified that every Group Member is a Borrower in respect of his own Facility and a Guarantor in respect of Facility availed by other Group Members.
- b) Each of the Borrowers and each of the Guarantors (as specified in Schedule I B) severally agree to repay the Facility and hereby confirm to have full knowledge of the transaction contemplated herein.
- c) Further, each of the Borrowers and each of the Guarantors understand and accept that in the event the Facility is cancelled, recalled or terminated by the Bank for any reason whatsoever, the outstanding amounts shall become due and payable immediately and in case any Group Member fails to make the payment, each of the Borrowers and each of the Guarantors ((as specified in Schedule I B) shall be severally liable to repay the entire outstanding amounts of the Facility.
- d) Each of the Borrowers and each of the Guarantors (as specified in Schedule I B) hereby agree that until the Facility is repaid in full by each Group Member, none of the Borrowers or the Guarantors shall be relieved in any manner whatsoever from his/her obligations under this Agreement, notwithstanding any pre-closure, prepayment or recall of the Facility.

3. RATE OF INTEREST:

- a) The Borrowers shall pay the interest on the Facility at the rate of interest ("Interest") and on the relevant Due Date as specified in Commercial Schedule hereto.
- b) The Interest payable by the Borrowers shall be subject to the changes based on RBI's guidelines and/or directives that the Bank is obliged to give effect to.
- c) The Bank shall inform the Borrower regarding any change in respect of Interest rate or any conditions herein by way of publishing a notice that shall be displayed on the notice board in the branch of the Bank or on the Website and the same shall be deemed sufficient notice of change to the Borrower.
- d) The Interest rate shall be calculated at 365/366 days, as may be applicable.

4. REPAYMENT:

- a) The Borrowers shall promptly repay the Facility and the due interest in accordance with the terms set out in their respective repayment schedule. ("Repayment Schedule") However, for the convenience of the Borrowers, the Bank has agreed that the authorized officials of the Bank may visit the Borrowers on such dates as laid down in the Repayment Schedule for collecting the EMI in part or full. No interest will accrue from the date of payment of EMI, if the same is paid before the due date.
- b) The Bank confirms and the Borrowers understand that there shall be a moratorium for the initial period before the first EMI becomes due. Therefore, if the Facility is disbursed after the 7th day of the respective month, a moratorium for the subsequent month shall be provided to the Borrower and the first instalment shall become due on the last day of the month after the moratorium ends. E.g. If the disbursement date is 15th October, the first instalment shall become due on 31st December. Interest for such moratorium period will be capitalized on the principal.
- c) The Borrowers can avail optional moratorium of up to two EMIs per year of the tenure of the Facility ("Payment Holiday"). Opting for the Payment Holiday is optional and the Borrowers shall submit a separate request for availing the same. The Bank may provide Payment Holiday to any of the Borrowers as per the criteria stipulated in its policies. Upon availing the Payment Holiday option, the Repayment Schedule of the said Borrower shall change accordingly.

- d) The Borrowers and the Guarantors undertake that they have perused, understood and accepted the Bank's method of calculating EMIs and also the appropriation thereof into principal and interest.
- e) In the event the Borrowers and the Guarantors fail to pay/repay the outstanding amounts on the respective Due Date, the Borrower and the Guarantors shall be liable to pay penal charges on the outstanding amounts at such rate as specified in Commercial Schedule hereto. For example, if the Due Date is 2nd day of every month and the Borrowers and the Guarantors pay the EMI on 30th of the month, the Bank shall levy penal charges starting from 3rd up till the 30th of the particular month. In a second scenario, if the Borrowers and the Guarantors do not pay on the Due Date and EMI remains unpaid for a continuous period of 30 days, the Bank shall have the right to (a) levy penal charges; or (b) report the Borrower and the Guarantors as an SMA-0. If the Borrowers and the Guarantors further continue to default in repayment from a period of 30 days up to 60 days, the Bank shall report the Borrowers and the Guarantors as SMA-1 and levy penal charges. If the Borrowers and the Guarantors further continue to default in repayment from a period of 60 days and no later than 90 days, the Bank shall report the Borrowers and the Guarantors as SMA-2 and levy penal charges. In the Event of Default of any of the Group Member, each of the Borrowers may be asked to make payment of any/all dues payable by such defaulting Group Member. In the event the Borrower fails to make the payment pursuant to such demand by the Bank, then such Borrower shall also be reported as defaulter falling within SMA-0, SMA-1, SMA-2 as the case may be in respect of Facility availed by the defaulting Group Member.
- f) It is clarified that levying of penal charges is in addition to other rights that the Bank has under the Facility Documents, and the Bank reserves all of, its rights under this Agreement, the Facility Documents and applicable law.

5. MODE OF PAYMENT:

- a) The Facility may be repaid by the Borrowers and the Guarantors through any of the modes specified in the Commercial Schedule.
- b) In case of the repayment through standing instruction ("SI"), the Borrower authorises the Bank to debit his/her bank account (as provided in the Commercial Schedule) towards the EMI.
- c) The Borrower shall not be entitled to cancel or issue stop payment instruction with the respect to the mode of payment as opted/provided by the Borrower as long as the Facility is outstanding and any such act of the Borrower shall be deemed to an act of criminal breach of trust and cheating the Borrower. Further, the Bank shall be entitled to initiate appropriated criminal proceedings including but not limited proceedings under Negotiable Instruments Act, 1881 and Indian Penal Code, 1860 against the Borrower.

6. PREPAYMENT

- a) Subject to payment of applicable prepayment charges (if any), the Borrowers shall be entitled to pre-close the Facility by remitting the principal, the interest and any other costs and charges as may be outstanding at the time of such pre-closure. No interest shall be due and payable for the remaining period.

7. UNDERTAKINGS OF THE BORROWERS:

The Borrowers and the Guarantors hereby undertake that:

- a) The proceeds of the Facility shall be utilized by them only for the purpose set out in the Commercial Schedule. The Facility shall not be used for any other purpose of any nature whatsoever.
- b) Under no circumstance shall the Facility shall be used, directly or indirectly for: (i) subscribing to or purchasing any shares or other securities; (ii) investment in the real estate business, capital markets or purchase of land; (iii) entering into any speculative transactions or activities; or (iv) carrying out any activities not eligible for credit facility as per RBI guidelines; and/or (v) any purpose that will violate any provisions of any applicable law.
- c) They reside and during the subsistence of this Agreement, shall continue to reside in the same village, area, or neighbourhood.
- d) They shall not make any change in the constitution of the Group and shall at all times maintain harmony in the Group.
- e) They understand that the Bank may monitor the day to day working of the Group.
- f) In case the Bank undertakes any training for creating awareness among the Borrowers, the Borrowers and the Guarantors shall willingly and actively participate the same.
- g) They shall comply with the provisions of Child Labour (Prohibition and Regulation) Act 1986, Minimum Wages Act, 1948 and Environment Protection Act, 1986 and all other applicable laws and all its subsequent amendments and re-enactments thereof.
- h) None of the Borrowers is a specified near relative of any officer of the Bank

They have read, understood and accepted the terms and conditions stipulated in this Agreement, Facility Documents and all the other terms and conditions relating to the Facility and other services, on www.janabank.com (the "Website"). The Bank may display any revision in these terms and conditions on the Website. The Borrowers and the Guarantors hereby agree that it shall be the duty of the Borrowers and the Guarantors to ensure that they keep themselves updated of any such changes or variations by visiting the Website.

8. PROCESSING FEES & GST:

- a) If applicable, the Borrowers agree to pay a one-time, non-refundable processing fee at such rate as specified in the Sanction Letter and the Commercial Schedule herein. Such processing fee shall be deducted during disbursement and the Borrowers shall be provided with the balance amount.
- b) GST shall be charged extra as per the applicable rates, on all the applicable charges and fees (wherever GST is applicable)

9. EVENT OF DEFAULT:

The following are the events of default under this Agreement ("Event of Default"):

- a) Failure by any of the Borrowers and the Guarantors to repay the outstanding amounts (or part thereof) or any other amounts due and payable by any of the Borrowers to the Bank, in the manner stipulated in this Agreement.
- b) Breach/ non-performance of any representation, warranty, covenant, undertaking or obligations under this Agreement and the Facility Documents (including non-submission of documents or execution thereof), or any change in the information furnished by any of the Borrowers and the Guarantors to the Bank, if deemed material by the Bank.
- c) Any of the Borrowers or the Guarantors commit default in relation to any indebtedness or statutory taxes and dues owed, or enters into any compromise with its creditors, or admits any inability in payment of its other debts.
- d) The performance of obligations under this Agreement and the Facility Documents becomes void or illegal on part of either the Borrowers or the Guarantors or the Bank.
- e) Any event which, with the passage of time, is likely to become an Event of Default.

10. CONSEQUENCES OF EVENT OF DEFAULT:

On the happening of any Event of Default, the Bank may at its sole discretion, without prejudice to other rights and claims under this Agreement, exercise any or all of the following rights:

- a) Terminate the Facility Documents and this Agreement
- b) Declare the Facility to become immediately due and payable
- c) Levy penal charges on the overdue amount from the date when the Event of Default occurs until the date when the Event of Default has ceased to exist.
- d) Exercise any other rights or remedies available to the Bank under applicable law.

11. INSURANCE:

- a) The Borrowers understand that they can opt to get either themselves or his/her spouse or defined close relatives (in case of single/widow/divorced borrowers) or both to get insured against the sanctioned loan amount for the time period of equal to the loan tenure.
- b) If such insurance is opted, the premium shall be deducted accordingly from the sanctioned amount during disbursement and the remaining amount shall be disbursed to the Borrower in the account maintained by the Borrower with the Bank.
- c) The Borrowers and Guarantors understand that the insurance is a third-party product and the Bank makes no representation or warranty regarding the insurance policy opted by them. The Borrowers and the Guarantors further understand that the claims in relation to the insurance voluntarily opted by them shall be done at the sole discretion of the insurance company and neither the Bank nor its officers are in any way responsible for the same.

12. INDEMNITY:

- a) The Borrowers and the Guarantors shall indemnify and hold harmless the Bank and its directors, officers and agents, from and against any and all costs, expenses, direct or indirect claims, liabilities, demands and/ or claims whatsoever, including any third-party claims for

damages incurred as a consequence of any breach of the terms of this Agreement and/ or the Facility Documents or acts of omission and commission on the part of the Borrowers or the Guarantors or otherwise on account of the Facility.

13. DISCLOSURE AND CROSS SELL:

- a) The Borrowers and the Guarantors authorize the Bank to disclose any information in relation to the Facility with (i) RBI; (ii) credit information companies/ bureaus and information utilities; (iii) any governmental / regulatory / statutory authority (iv) other financial institutions and industry bodies; (v) affiliates and group companies of the Bank; and (vi) service providers, potential assignees, and necessary third parties for purpose of servicing the Facility granted herein.
- b) The Borrowers and the Guarantors further agree that the Bank, RBI and/ or any credit bureau, information utilities, any governmental / regulatory / statutory authority may publicly publish the details of Borrowers default and such data, subject to applicable laws.
- c) The Borrowers and the Guarantors hereby give specific consent to the Bank for disclosing the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code') read with the relevant regulations framed under the Code, as amended and in force from time to time, in respect of the Facility, to any 'Information Utility' ('IU') as defined in Section 3 (21) of the Code, in accordance with the relevant regulations framed under the Code, and directions issued by the RBI to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information' submitted by the Bank, as and when requested by the concerned 'IU'.
- d) The Borrowers and the Guarantors authorize the service providers and the third-parties identified by the Bank to contact them to cross-sell Bank's services and products as per applicable laws.
- e) To the extent applicable, the Borrower authorizes the Bank to apply for Udyam Registration Certificate on his/her behalf. In such scenario, the Borrower further agrees to submit the Udyam Registration Certificate to the Bank.

14. RIGHT TO DELEGATE

- a) The Bank shall, without prejudice to its rights to perform such activities itself or through its office employees, be entitled to appoint one or more person(s) ("Service Providers") as the Bank may select and to delegate to such Service Provider all or any of its functions, rights and powers under the Facility Documents including the rights and authority to a collection agency to receive on behalf of the Bank from the Borrowers all the outstanding amounts and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto.
- b) It is clarified that the Bank shall be accountable for inappropriate behavior by the Service Providers and shall facilitate timely redressal of grievance to the Borrowers.
- c) The Borrowers may contact the call center of the Bank at 1800 2080 (24*7), 1800 4200 (7am to 10pm) or write an email to customercare@janabank.com. The Borrowers may further contact the nodal officer of the Bank if they are not satisfied with the response offered by the call center.

15. ASSIGNMENT:

- a) The Borrowers and the Guarantors accept that the Bank has the authority to sell, assign or securitize the Facility or any rights under this Agreement without providing any notice to the Borrowers, to any person/persons, collection agency/agencies or institution/ institutions and the Borrower and the Guarantors agrees to repay the outstanding Facility amounts as per the terms and conditions of this Agreement to such other person/persons or institution/institutions as directed by the Bank.
- b) The Borrowers or the Guarantors shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement.

16. SET-OFF:

- a) The Bank shall have the paramount right of lien and set off, irrespective of any other lien or charge, present as well as future on the deposits of any kind and nature held or balances lying in any accounts of the Borrowers or the Guarantors, whether held singly or jointly, and on any monies, securities, bonds and other assets, documents and properties held by /under the control of Bank to the extent of all outstanding dues arising under this Agreement. The Bank shall be entitled to exercise such set-off or lien without prior notice to the Borrowers or the Guarantors. The Bank's right hereunder shall not be affected by the Borrower's or Guarantors' insolvency or bankruptcy.

17. GOVERNING LAW & JURISDICTION:

- (a) This Agreement shall be governed by laws of India.

- (b) All the disputes between the Borrowers, the Guarantors and the Bank in connection with the Facility or as to the interpretation, validity, implementation or effect of the Facility Documents or as to the rights and liabilities of the parties under this Agreement or alleged breach of the Facility Documents or anything done or omitted to be done pursuant to the Facility Documents, the same shall be settled by arbitration to be held in Bengaluru in accordance with the Arbitration and Conciliation Act, 1996, or any statutory amendments thereto and shall be referred to a sole arbitrator to be appointed by the Bank. The award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be in English language. Cost of arbitration shall be borne by the Borrower.
- (c) Notwithstanding anything contained herein, the Bank shall have the right at any time, to commence any legal action or proceedings arising in relation to the Facility in any court, tribunal or other appropriate forum, competent jurisdiction as the Bank may deem fit and the Borrowers and the Guarantors hereby consent to such jurisdiction.

18. ELECTRONIC SIGNATURE:

- (a) The Borrower and the Guarantors hereby agree that this Agreement may be executed digitally by way of electronic signature which shall be considered an original signature for all purposes and shall have the same effect and force as ink signature. The Borrower and the Guarantors shall not challenge the validity of this Agreement on the ground that the same has been electronically executed.
- (b) The Bank may generate physical copies of this Agreement from its system or produce this Agreement in any other form at its discretion and the same shall be fully binding on the Borrower and the Guarantors.
- (c) The Borrower and the Guarantors shall have no objection to such copies produced by the Bank in evidence in any court, tribunal or otherwise, to evidence the acceptance/ execution as well as the terms between the Borrower, Guarantors and the Bank.

SCHEDULE I

DETAILS OF THE BORROWERS AND FACILITY

<u>Name of the Borrower</u>	<u>Address</u>	<u>Amount Disbursed</u>	<u>Rate of Interest</u>	<u>Purpose</u>	<u>Insurance Opted (Y/N)</u>	<u>Insurance Premium</u>

SCHEDULE I A

DETAILS OF THE GUARANTORS

<u>Name of the Borrower</u>	<u>Name of the Guarantors</u>	<u>Relationship with Borrower</u>	<u>Address</u>	<u>Purpose</u>	<u>Insurance Opted (Y/N)</u>	<u>Insurance Premium</u>

SCHEDULE I B

DETAILS OF THE GUARANTORS

<u>Name of the Borrower</u>	Name of the Guarantors

Signature/Thumb Impression of
Borrower 1 &Guarantor1 (As per the
Schedule I A)

Signature/Thumb Impression of
Borrower 2 &Guarantor 2 (As per the
Schedule I A)

Signature/Thumb Impression of Borrower
3 &Guarantor 3 (As per the Schedule I A)