

JANA SMALL FINANCE BANK

A SCHEDULED COMMERCIAL BANK

LOAN AGREEMENT

This Loan Agreement is entered into on this Date: @date at Place: @place

Between:

The **BORROWER(s)**, whose details are given in the **Schedule-I**, 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, 1st Floor, Off Domlur, Koramangala Inner Ring Road, 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:

1. The Bank is a Small Finance Bank which is, inter alia, in the business of extending banking facilities.
2. The Borrower has approached the Bank for a loan/financial assistance of the amount stated in Schedule - I hereto, which the Bank has agreed to grant subject to the terms and conditions as contained herein.
3. The Parties hereto are desirous of recording the terms and conditions in relation to the proposed Loan to be made by the Bank to the Borrower and certain other matters related thereto in the manner hereinafter contained.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. DEFINITIONS:

- a. **‘Agreement’** means this agreement for Loan, all amendments to this agreement (as amended from time to time) duly executed by all Parties, Sanction Letter and shall include all schedules and annexure attached hereto.
- b. **‘Application’** means loan application form submitted by Borrower/co-borrower / Guarantor/Mortgagor with details, information and declaration provided to the Bank for the purpose of availing the Loan.
- c. **‘Availability Period’** shall mean the period, as specified in Schedule I during which the Loan shall remain available for drawal.
- d. **‘Borrower/ Borrower(s)’** shall mean and include any person(s)/entity to whom the Bank has agreed to grant the Loan facility including any co-borrower whose details are given in Schedule-I hereto and who has received the Loan pursuant to this Agreement and unless repugnant to the context or meaning thereof be deemed to include his/her/its/their heirs, legal representatives, successors, permitted assigns, executors, receivers, administrators as the case may be.
- e. **‘Due Date’** shall mean each such date on which any amount in respect of the Loan falls due as specified in Schedule I hereto;
- f. **‘Default Interest Rate’** means the interest rate mentioned in Schedule I payable by the Borrower to the Bank over and above the Rate of Interest upon happening of any Event of Default.
- g. **‘Encumbrance’ includes a mortgage, charge, lease, tenancy, leave and license, pledge, hypothecation, security interest or lien of any description whatsoever.**
- h. **‘Equated Monthly Instalment’ (EMI)** means the amount of monthly payment necessary to amortise the Loan with interest within such period as may be determined by the Bank from time to time.
- i. **‘Guarantee’** means the guarantee (if any) given by the Guarantor to discharge the liability of the Borrower in case of his/her/its/their default under this Agreement or any amendment, modification, supplemental agreement in relation hereto or any other due of the Borrower whether in relation to the Loan or otherwise.
- j. **‘Guarantor’** means the person/s who has/have given the Guarantee and where such person/s is/are individual/s, it would include his/her, its, theirs heirs, executors, administrators and legal representatives and where such person/s is/are a partnership firm, it would include the partners for the time being and their respective heirs, executors, administrators and legal representatives, and where such person is/are corporates, it would include its successors and assigns.
- k. **‘Loan’** shall mean the term loan facility/credit facility, which has been granted by the Bank to the Borrower for the Purpose set out in Schedule I, in the manner and upon the terms and conditions specified in this Agreement/Sanction letter.
- l. **‘Loan Documents’** means and includes Application form(s), the Agreement, the standard terms, undertakings, indemnities, the Sanction Letter, Security Documents, all writings and other documents executed or entered into, or to be executed or entered into, by the Borrower(s) or, as the case may be, any other person, in relation, or pertaining, to the Loan and each such Loan/Document/s as amended from time to time.
- m. **‘Material Adverse Effect’** shall mean an event that may, in the opinion of the Bank, impair the financial condition of the Borrower or the ability of the Borrower to perform or comply with its material obligations under this Agreement or/and Security Documents or adversely effect any right or remedy of the Bank in respect of the Security and Property.
- n. **‘Mortgagor’** means the person/s who has/have provided the property against the Security of which the Loan has been availed by the Borrower and where such person/s is/are individual/s, it would include his/her, its, theirs heirs, executors, administrators

and legal representatives and where such person/s is/are a partnership firm, it would include the partners for the time being and their respective heirs, executors, administrators and legal representatives, and where such person is/are corporates, it would include its successors and assigns.

- o. **'Prepayment'** shall mean repayment of the outstanding balance, or any part thereof by the Borrower, prior to the relevant Due Date as more particularly provided for in Schedule I hereto (Prepayment and Foreclosure).
- p. **'Pre-Equated Monthly Instalment Interest/Pre-EMI'** means interest payable by the Borrower(s) on the Loan from the date/respective dates of disbursement of the Loan up to the date immediately prior to the date of commencement of the first EMI.
- q. **'Property'** means the immoveable property for the purchase of which and/or against the Security of which the Loan has been availed by the Borrower more particularly described in Schedule I hereto and includes 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.
- r. **'Purpose'** means the purpose set out in Schedule I for which the Loan is availed by the Borrower(s).
- s. **'Rate of Interest (ROI)'** means the rate of interest referred under clause 4 of the Agreement and as opted by the Borrower under Schedule I hereto.
- t. **'Repayment'** means the repayment of the principal amount of the Loan, interest thereon, commitment and/or any other charges, premium, fees or other dues payable to the Bank as per the terms set out in their respective repayment schedule ("Repayment Schedule"), other Loan Documents.
- u. **'Sanction Letter'** means the letter issued by the Bank sanctioning the Loan with the relevant particulars as mentioned in the letter including any such letter issued subsequently with any modification.
- v. **'Standing Instructions'** hereinafter referred to as ("SI") mean written instructions given by the Borrower(s) to the Bank to debit the account of the Borrower(s) maintained by the Bank for the amount of EMI including the NACH mandate or any other mode of electronic payment.
- w. **'Security'** shall mean such security as may be created or agreed to be created by the Borrower in favour of the Bank to secure the payment of the dues by the Borrower to the Bank.
- x. **'Security Document'** means any document in relation to the Security created/to be created in favour of the Bank (including mortgage) from time to time executed or to be executed by the Borrower/ Mortgagor or any third party security provider to secure payment of the dues by the Borrower to the Bank.
- y. **'Treasury Bill Benchmark linked Lending Rate'** - (TBLR) is an external benchmark linked lending rate. Treasury bill is a short term (up to 6 months) debt issuance from the Government of India. Financial Benchmarks India Pvt. Ltd. (FBIL) is an independent benchmark administrator and provides daily T-Bill rate Benchmarks which are available at <http://www.fbil.org.in/>.

2. INTERPRETATIONS:

- a. The terms and expressions used but not defined herein shall have the meaning assigned to them in the General Clauses Act, 1897 or as ascribed in the Loan Documents.
- b. References to the masculine gender include references to the feminine gender and the neuter gender and vice-versa.
- c. In the event of any disagreement or dispute between the Borrower(s) and the Bank 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(s);

3. LOAN AND DISBURSEMENT:

- a. At the request of the Borrower, the Bank hereby agrees to provide to the Borrower, and the Borrower hereby agrees to avail the Loan for the amount and Purpose mentioned in Schedule I, subject to the conditions herein this Agreement, and the Loan Documents.
- b. The Bank shall disburse the Loan in one lump sum or in tranches to the Borrower's bank account as specified in Schedule I hereto or by a payment order(s) or demand draft(s) or other authorisation(s) by the Bank. The Borrower shall acknowledge the receipt of the disbursement letter issued by the Bank, in the form required by the Bank, of each amount so disbursed.
- c. At the specific request of the Borrower, the disbursement of the Loan, or any part thereof, by the Bank may be made to the Borrower, or directly to the developer /builder/construction company/contractor/seller of the Property, where applicable or any other person ("Person(s)"), as the Bank may in its sole discretion deem fit. In case the Loan availed by the Borrower is in balance transfer/takeover of a credit facility/ loan earlier availed by the Borrower from another bank/financial institution,
- d. the disbursement of the Loan Amount or any part thereof by the Bank may be made to the Borrower, or directly to such other bank/financial institution or any other Person, as the Bank may in its sole discretion deem fit. All such payment directed by the Borrower(s) to such Person(s) bank/ financial institution shall be deemed to be disbursements made to the Borrower(s) and the Borrower(s) shall not thereafter dispute such disbursements. The Borrower(s) hereby authorises the Bank to handover the amounts of the Loan directly to the aforesaid Person(s) and the Bank shall not be liable once such disbursement/s has been made.
- e. Subject to the terms of the Loan Documents, the Loan amount shall be disbursed upon receipt of the draw down request by the Borrower within the Availability Period or in such other manner as the Bank, in its sole discretion, may deem fit.
- f. In the event the Borrower fails to avail /draw down the entire Loan or part thereof sanctioned by the Bank to the Borrower, within the Availability Period, the Borrower shall not be entitled to draw down or receive any part of the undisbursed Loan except with the prior written consent of the Bank, and the Bank may at its discretion consider / treat such part of the Loan which is not disbursed as cancelled.

4. PAYMENT, INTEREST AND OTHER CHARGES:

- a. The Borrower shall pay promptly, in full, the Pre-EMIs (if applicable), EMIs, interest and all other amounts payable under this Agreement and the Sanction Letter without any demur, protest or default and without claiming any set-off or counter claim, on the respective Due Dates on which the same are due. The Borrower shall not be entitled to claim any refund on the payment of Login Fee/ Processing Fee as provided in the Sanction Letter and Schedule I hereto.
- b. The Borrower acknowledges that any court fees, legal fees, charges, costs incurred by the Bank in relation to recovery of any unpaid amount or dues shall form part of the outstanding amount of the Loan.

- c. The Borrower agrees, undertakes and covenants that until the date of the Repayment of the entire secured obligations, the Borrower shall pay interest on the entire outstanding balance, at the Rate of Interest, on a monthly basis, which shall comprise part of the EMIs or Pre-EMIs, as the case may be, which Interest shall be calculated based on the actual number of days passed, with monthly rests and be compounded on a monthly basis, based on a 365-day year or such other basis as the Bank may determine from time to time.
- d. In case of occurrence of an Event of Default, without prejudice to any other rights of the Bank, the Borrower shall pay interest on any amounts due and payable by the Borrower at the Default Interest Rate (over and above the Interest Rate set out in Schedule 1). Such interest will accrue on a daily basis from the date of the occurrence of the Event of Default until such Event of Default is cured to the satisfaction of the Bank, or the date of actual payment by the Borrower to the Bank ("Default Interest"). For example, if the due date is 2nd day of every month and the Borrower pays the Instalment amount on 30th of the month, the Bank shall levy Default Interest starting from 3rd until the 30th of that particular month.
- e. In addition to the above, if the Borrower does not pay on the due date and the Instalment amount remains unpaid for a continuous period of 30 days, the Bank shall have the right to (a) levy Default Interest; or (b) report the Borrower as an SMA-0. If the Borrower further continues to default in repayment from a period of 30 days upto 60 days, the Bank shall report the Borrower as SMA-1 and levy Default Interest. If the Borrower further continues to default in repayment from a period of 60 days and no later than 90 days, the Bank shall report the Borrower as SMA-2 and levy Default Interest.
- f. It is clarified that the payment of Default Interest is in addition to other rights that the Bank has under the Finance Documents, and the Bank reserves all of, its rights under this Agreement, the Finance Documents and Applicable Law.

5. RATE OF INTEREST:

- a. The applicable rate of interest agreed/ opted by the Borrower and may either be Floating Rate of Interest **or b)** Fixed Rate of Interest **or c)** Hybrid interest rate - Fixed Rate of Interest for 39 months and then Floating Rate of Interest for the Loan, as specified in Schedule I hereto.
- b. Fixed Rate of Interest: Interest shall be charged at a fixed rate of interest being @roi % p.a. computed at 6 months TBLR of @TBLR% and spread of ____% and calculated on a daily balance of the Loan amount at monthly rests, , as specified in

Schedule I hereto. Interest rate on the Loan will remain fixed for the entire tenor of the Loan 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/ Loans as per the RBI guidelines/directives.

OR

- c. Floating rate of Interest: Interest shall be charged at a floating rate of interest @roi % p.a. until varied by the Bank as per the terms of this Agreement, the Borrower shall pay the floating rate of interest, based on external benchmark linked to prevailing TBLR + margin/spread plus applicable interest tax and/ or other statutory levies.
- d. The Borrower shall pay Pre-EMI at @roi % per annum until commencement of the EMI payable from the respective date of disbursement of Loan plus applicable interest tax and /or other statutory levies. [Details of spread captured in the Schedule I.]

OR

- e. Hybrid interest rate: Interest rate computed at a fixed percentage rate per annum specified in Schedule I hereto, for the period specified in Schedule I hereto and after the expiry of the said period floating rate of interest will be applicable to be computed as the aggregate of the spread specified by the Bank linked to the external benchmark-TBLR for the balance tenor of the Loan;. After expiry of the Fixed Interest Rate Period, the Interest rate shall automatically stand converted into floating Interest Rate and from such conversion date, floating Interest Rate shall commence and the terms applicable for Loan at floating Interest Rate shall apply.
- f. Where the interest is charged by the Bank at a concessionary rate(s) owing to the said Loan 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 payable by the Borrower(s).
- g. The Bank shall be entitled to revise the Rate of Interest at any time and from time to time as per its policy, market conditions and /or applicable laws and regulations, if any, during the tenure of the Loan at its sole discretion. In such an event, the EMI and tenure of Repayment may vary and the Borrower shall be liable to pay such revised Rate of Interest without any protest/demur. The Bank may inform the Borrower about such variation in the Rate of Interest, EMI and tenure in due course.
- h. The Borrower irrevocably acknowledges that any occurrence of breach of terms and conditions of this Agreement or decline in the creditworthiness shall be deemed to require reassessment of initial credit parameters of the Borrower(s) and as a consequence thereof, the Borrower(s) shall, without demur/ protest be liable to pay to the Bank revised applicable Rate of Interest, as directed by the Bank in its sole discretion from the date of such breach. Additionally, the Bank also reserves the right.

6. MODE OF PAYMENT OF INTEREST/RE-PAYMENT:

- a. Loan Repayment can be made through Cheque/s, Bank Demand Draft/s, Pay Order/s, SI/s, NACH as specified in Schedule I or in such other manner as may be approved by the Bank and the payment shall be made in such manner so as to be realized by the Bank on or before applicable Due Dates. It shall be the responsibility of the Borrower to ensure adequacy of funds in the bank account from which the repayment is being made.
- b. In case of Repayment through SI, the Borrower authorises the Bank to debit his/her bank account (as provided in Schedule I) towards the EMI.

- c. The Borrower shall also provide the security post-dated cheques ("SPDC") to enable the Bank to recover the overdue/outstanding Loan amount. The details of the SPDC is captured in Schedule I.
- d. The Borrower(s) shall not be entitled to cancel or issue stop payment instructions with respect to the NACH, post-dated cheques, SPDC for so long as the Loan (or any part of the Borrower(s)' dues) is outstanding and any such acts of the Borrower(s) shall be deemed to be an act of criminal breach of trust and cheating by the Borrower(s). The Bank shall be entitled, without any prejudice to the other rights of the Bank under law and/or the Loan Documents, to initiate appropriate criminal proceedings under Negotiable Instruments Act and Indian Penal Code against the Borrower(s).
- e. The Borrower(s) shall promptly replace the post-dated cheques, SPDC and/or the mandates, agreements and/or other documents executed for payment of the EMI and issue fresh post-dated cheques, SPDC, mandates, agreements and/or other documents in lieu thereof to the satisfaction of the Bank, if the Bank is facing any difficulty / inconvenience / impediment for any reason whatsoever in presenting such cheques / issuing debit instructions or if required at any time by the Bank at its sole discretion.
- f. The Borrower and the Guarantor shall be liable to pay Default Interest Rate on the amounts due at such rate as specified in Schedule I hereto. It is clarified that levying of Default Interest Rate shall be in addition to any other rights available with the Bank under applicable laws and/or the Loan Documents. Borrower(s)Borrower(s)Borrower(s)Borrower(s)

7. JOINT AND SEVERAL LIABILITY:

a. Where the Loan is provided to more than one Borrower and the Loan amount is disbursed to any one of the Borrowers, then it would amount to disbursement to all the Borrowers and co-borrowers. Notwithstanding anything herein stated, the liability of the Borrower to repay the Loan together with interest, etc. and to observe the terms and conditions of this Agreement/and any other Loan Documents that may have been or may be executed by the Borrower with the Bank in respect of this Loan or any other loan or loans is joint and several.

8. CONDITION PRECEDENT:

a. Disbursements under the Loan shall be available solely at Bank's discretion and subject to fulfilment and compliance of this Agreement for Loan and all other standard documents and writings executed by the Borrower(s) and as specified by the Bank, including the following:

- 1. No Event of Default as has occurred or is subsisting;
- 2. The Borrower(s) furnishes evidence that the disbursement is required for the Purpose set out in Schedule I.
- 3. The Borrower(s) furnishes such documents, evidences and writings as may be required by the Bank in connection with the Property, disbursement including certificate issued by the architect with respect to the progress of construction of the Property ;
- 4. No circumstances shall have occurred which in opinion of the Bank may make it impossible for the Borrower(s) to fulfil the obligations under the Loan Documents executed by the Borrower(s) for availing the Loan.
- 5. The Borrower shall have satisfied the Bank of the Borrower's clear and marketable title to the Property/ Security;
- 6. The Borrower shall have submitted to the Bank post-dated cheques, SPDCs, SIs, electronic clearing system towards Repayment of EMIs / P-EMIs amount;
- 7. The Borrower(s) delivering the evidence to the Bank's satisfaction that all consents, approvals and permissions required to avail the Loan.
- 8. The Borrower/ Mortgagor has ensured creation and perfection of Security, including but not limited to equitable/registered mortgage of Property, in favour of and to the satisfaction of the Bank.
- 9. The Borrower has assured the Bank that he has complied with all Loan Documents for the disbursement of the Loan.

9. REPRESENTATIONS AND WARRANTIES:

The Borrower represents and warrants that

- a. The Borrower is entitled and empowered to borrow the Loan, provide the Security Documents, and execute the promissory notes, if any, and all other documents and papers in connection with and upon execution of the same will create legal and binding obligations on the Borrower and shall be enforceable in accordance with their respective terms.
- b. The Borrower confirms the accuracy of the information given in its Loan Application made to the Bank and any other prior or subsequent information/ explanation given to the Bank including source of income in this behalf.
- c. There has been no material or adverse change in the financial condition 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 Borrowers shall immediately intimate the Bank in the event of any change in his/her Repayment capacity. Without limitation; this shall include a loss/change in job/ profession etc. as also any change in any information stated in the Application.
- e. The Borrower has paid and will pay when due all public demands such as income tax, property taxes and all other taxes and revenues payable to the government or any local body/authority with regards to the Loan Documents, Security and Property(ies).
- f. There are no proceedings pending against the Borrower or any of the Borrower's properties under the provisions of the Income Tax Act, 1961.
- g. The Borrower shall utilise the entire Loan for the Purpose set out in Schedule I and for no other purpose whatsoever.
- h. The Borrower shall complete the purchase / construction as per the sanctioned plan and obtain and produce to the Bank a proper completion certificate and occupation certificate issued by the concerned municipal corporation or municipality or authority.
- i. The Borrower shall be responsible for the construction of the property in accordance with the National Building Code of India and meeting the safety standards prescribed therein. The Bank will be given written notice on completion of construction.
- j. The Borrower shall forthwith notify the Bank of any event or circumstances which might operate as a cause of delay in the commencement or completion of the construction/ purchase of Property. Any miscommunication/ change in the information provided pursuant to the Loan Documents shall amount to breach of trust and/or breach of the terms of the Loan Documents by the Borrower.

10. PRE-PAYMENT/PART PRE-PAYMENT:

The Borrower(s) shall not, without the approval of the Bank (which approval may be given subject to such terms and conditions as may be stipulated by the Bank including Prepayment charges etc.), prepay the outstanding amount under the Loan in full or in part, before the Due Dates. In the event any part Prepayment of the Loan is permitted by the Bank, it shall be entitled to adjust the amount pre-paid against the amount payable by the Borrower in such manner as the Bank thinks fit. Further, the Bank shall be entitled to amend the Repayment schedule/amount of EMI and the Borrower(s) shall thereafter make payment of the EMI as per such amended Application form(s)

11. SECURITY:

- a. The Borrower(s) shall create/cause to be created such Security on such assets /property more fully specified in the Schedule I (including any account/s and/or receivables of the Borrower(s) and / or any other person/s acceptable to the
- b. Bank), and/or cause such Guarantee/s to be furnished, as may be considered appropriate by the Bank, in favour of the Bank, of such value, in such form and such manner and do all such acts, deeds and things or execute such agreements as required by the Bank, to perfect the Security created under the relevant Security Document(s).
- c. Security, if any, created by the Borrower(s) and/or any other person in favour of the Bank in connection with the Repayment

payment of the Borrower(s)' dues shall continue until the full payment of all monies due under/in respect of the Loan and (a) shall not be discharged by intermediate payment by the Borrower(s) or any settlement of account by the Borrower(s); (b) shall be in addition to and not in derogation of any other security which the Bank at any time hold in respect of the Borrower(s)' dues; (c) shall be available to the Bank until all accounts between the Bank and the Borrower(s) in respect of the Loan are ultimately settled.

- d. If the Security which the Borrower(s) may furnish to the Bank has a defect in title or is found to be insufficient / incorrect in value, then the Bank shall be entitled in such circumstances, without prejudice to the other rights of the Bank, to initiate appropriate criminal proceedings against the Borrower(s) and/or any other relevant persons.
- e. Notwithstanding the foregoing, the Bank may also direct the Borrower(s) to furnish additional security. If the Security which the Borrower(s) may furnish or the additional security, if any, is subsequently found to be of inferior value then the same shall be treated as an Event of Default herein this Agreement.
- f. The Borrower agrees that any security provided by the Borrower to the Bank under any other credit facility shall be available to the Bank under this Loan Agreement upon the occurrence of an event of default under this Loan Agreement and vice versa.
- g. The Bank shall also have the right to stipulate any other and further terms and conditions or any change therein that it may deem fit at any time prior to or after the grant of the Loan, which shall be binding on the Borrower.

12. THE PROPERTY(IES):

- a. The Borrower acknowledges that he/she/they shall be solely and exclusively responsible for the quality, condition, fitness of the Property(ies) and for getting/ensuring delivery of the Property(ies) from the seller / developer / builder / promoter, as the case may be. The Bank shall not be liable for, or bound by, any representations or warranties, whatsoever made by seller / developer / builder / promoter in respect of the Property(ies) or any agent of such seller / developer / builder / promoter.
- b. Where the Loan has been availed for Repayment of an existing loan/facility against any Property(ies), then the Borrower(s) shall within 10 days from disbursement of the Loan get the previous security interest removed from the records of the appropriate registering authority and have the security, if any, in favour of the Bank registered with such registering authority.
- c. The Borrower(s) shall keep the Property(ies) free from any and all Encumbrances, transfer and disposal in any manner whatsoever (save and except for the security, if any, created/to be created in favour of the Bank / its trustees or agents if so required by the Bank) without the prior written consent of the Bank. Any such direct or indirect agreement/ arrangement, Encumbrance, hire, transfer, disposal or parting with possession of the Property(ies) shall be deemed to be an act of criminal breach of trust and cheating by the Borrower(s) and the Bank shall be entitled in such circumstances, without any prejudice to the other rights of the Bank under law and/or the Loan Documents, to initiate appropriate criminal proceedings against the Borrower(s) and/or any other relevant person.
- d. The Borrower(s) hereby permits the Bank (and any of its representatives), at all times, to inspect, view and examine the state and condition of the Property(ies) and/or the records/documents relating thereto at the sole cost and expense of the Borrower. The Borrower(s) shall obtain all permissions and consents as are required by the Bank (or any of its representatives) for entering into the Property(ies).
- e. The Borrower shall be responsible for maintenance of the Property in good order and condition and shall undertake any and all additions and improvements necessary to ensure that the value of the Property/Security does not diminish including payment of all bills, property tax and all other taxes and revenues payable to the government or any local body/authority in relation to the Property/Security. The Borrower shall forthwith notify the Bank of any material loss/damage caused to the Property/ Security.
- f. The Borrower(s) shall comply with all laws, rules and regulations (statutory or otherwise) relating to the Property(ies) and its use and shall obtain, and keep effective at all times, all necessary insurance, licenses, registrations, permissions, approvals and consents in connection with the same.

13. INSURANCE:

The Bank may at its own discretion and upon the Borrower's request, finance the Borrower for the insurance premium of insurance policy taken by the 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. Further, the Borrower shall duly and properly insure the Property/ Security during the tenure of the Loan against all risks including but not limited to earthquake, fire, flood, explosion, storm, tempest, cyclone, civil commotion. In case, the Borrower fails to insure the Property/Security then that Bank shall get the same insured on the Borrower's behalf and all expenses, charges, fees, taxes etc.as applicable on any such insurance shall be reimbursed forthwith to the Bank. The Borrower shall instruct the insurance company to add the Bank as loss payee in any such insurance policy.

14. TAXES:

All amounts payable by the Borrower(s) to the Bank shall be made free and clear of any Encumbrances and shall be paid without deduction/ withholding for taxes or levies and without any set off (except tax deducted at source (TDS), if applicable, for which valid proofs shall be promptly furnished). The Borrower(s) (or such third party on behalf of the Borrower(s)) shall pay the processing fees, login fees, stamp duty, documentation charges, insurance premium, charges as per schedule of charges (as applicable) to the Bank. The Bank shall be entitled to deduct these fees and charges from the Loan.

15. EVENT OF DEFAULT AND REMEDIES:

The following are the events of default "Event of Default" herein this Agreement:

1. Failure in payment of any dues, monies (whether principal or interest or otherwise) payable by the Borrower/ Guarantor in respect of the Loan herein this Agreement or any other document/ agreement subsisting between the Bank and the Borrower;
2. The Borrower commits any breach or default in the performance or observance of any of the terms, obligations, representation, warranties and undertaking contained herein or any other Loan documents;
3. Delay in commencement, construction or completion of the construction/purchase/modification of the Property.
4. If any of the representations or the documents furnished by the Borrower(s) in its Application, or pursuant to other Loan Documents are found to be misleading, false or incorrect;
5. Entering into any arrangement or compromise with its creditors or committing any act of insolvency, there is reasonable apprehension that the Borrower will be subject to bankruptcy, reorganisation, liquidation proceedings;
6. If the Borrower commits default in relation to any indebtedness under any other agreement or document with the Bank or other lenders.
7. If there is a detrimental change in the Repayment capacity of the Borrower;
8. If there is any material loss/damage to the property that may be caused to it for any reason whatsoever.
9. If the Borrower(s) does not submit the required statements/ documents or information or other instruments as required by the Bank or misutilises/diverts the monies or the provided Security without the Bank's prior permission / knowledge;
10. If the Property for which the Loan is availed and/or the Security or any part thereof is let out, given on leave and license, disposed of, leased, charged, encumbered, used for commercial purpose or otherwise alienated in any manner whatsoever without the prior written permission of the Bank.
11. An event occurs, which in the sole opinion of the Lender, is likely to have a Material Adverse Effect on the Business/ Security/ Property of the Borrower;
12. If the Borrower fails to maintain insurance over the property or fails to pay municipal taxes applicable to the property.
13. In case the Borrower fails to provide additional Security to maintain the Security cover as prescribed by the Bank.

The decision of the Bank shall be conclusive, final and binding on the Borrower(s) as to the happening or non-happening of the aforementioned events. Promptly upon becoming aware of the existence of an Event of Default, the Borrower shall forthwith notify the Bank in writing thereof. Upon occurrence of an Event of Default the Bank may in its sole discretion exercise all or any of the following rights:

1. Declare the Loan, all accrued interest, dues and charges as due and payable immediately
2. Terminate the Loan Documents and forthwith enforce and realize any and all Security and Property provided pursuant to the Loan Documents
3. Levy Default Interest Rate 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.
4. Exercise such other rights and remedies as may be available to the Bank under law, or under the terms stipulated in the Loan Documents.

16. DISCLOSURES

The Borrower agrees and authorizes the Bank to disclose, from time to time, any information and data relating to the Borrower (including personal sensitive data or information and any information that requires a consent under the Information Technology Act, 2008 and/or any other statute) and/or the Facility and/or other facilities availed by the Borrower and/or the 'financial information' as defined in Section 3(13) of IBC, in or outside India without requirement of any notice or intimation:

1. to any of the Permitted Parties and to any member of Bank or any of their employees, agents, representatives etc.;
2. to third parties engaged by the Bank or any member of the Bank for purposes such as marketing of services and products;
3. to any rating agency, insurer or insurance broker of, or direct or indirect provider of credit protection to the Bank or any member of the Bank;
4. to any of the service providers or professional advisers of a member of the Bank with the rights to further share it with their sub-contractors in any jurisdiction;
5. to any credit bureau, database/databanks, corporate, banks, financial institutions etc;
6. to any Authority or other person as required by Applicable Law;
7. to any person pursuant to an order or direction of an Authority;
8. to any credit information company, other agencies or any information utility or other lenders of the Borrowers including who may also use, process the said information and data disclosed by the Bank in the manner as deemed fit by them, and who may for consideration or otherwise furnish such processed information and data or products thereof prepared by them, to banks/financial institutions and other credit guarantors or registered users, as may be specified by the RBI;
9. to any other person to (or through) whom the Bank assigns or transfers or novates (or may potentially assign or transfer or novate) all or any of its rights and obligations under the Facility;

The Borrower agrees that as a pre-condition of the Facility given to the Borrower by the Bank, in case the Borrower commits default in the payment/ repayment of the Outstanding Amounts on the Due Date(s), the Bank and/or RBI will have an unqualified right to disclose or publish the name/s of the Borrower or the name/s of their partner/s or directors as defaulter/s in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit including the photographs of the Borrower or any of their directors, partners, members or personnel.

The Borrower hereby authorises the Bank to carry out their electronic KYC authentication and to fetch electronic KYC data from Aadhaar data base and/or from any other sources as permitted by Applicable Law.

17. INDEMNITY:

The 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.

18.SET-OFF AND LIEN:

The Borrower hereby confirms, declares and agrees that for the liability of the Borrower(s) , 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 the Bank is specifically authorized to exercise right of lien on the securities including title deeds of the Property and effect set off against all moneys.

19. CROSS DEFAULT:

The Bank, at its absolute discretion, appropriate any payments made by the Borrower(s) in accordance with the standard terms and/or the Loan Documents or otherwise and any amounts realised by the Bank by enforcement of Security or otherwise, towards the dues payable by the Borrower(s) to the Bank under the Application form(s) and/or any of the Loan Documents whatsoever between the Borrower(s) and the Bank and in any manner whatsoever. Notwithstanding any such appropriation by the Bank towards settlement of any dues payable by the Borrower(s) to the Bank under any other agreements between the Borrower(s) and the Bank, the Borrower(s) shall continue to remain liable to the Bank for all outstanding/remaining amounts comprising the Borrower(s)' Dues.

20. WAIVER:

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.

21. COLLECTIONS:

The Borrower expressly recognises and accepts that the Bank shall without prejudice to its right to perform such activities itself or through its officers or employees, or other authorised agents, be entitled, and has full power and authority, to appoint one or more third parties and to delegate to such third party all or any of its functions, rights and powers under this Agreement relating to the administration of the Loan/credit facility including the right and authority to collect and receive on behalf of the Bank all due and unpaid amounts under this Agreement and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including giving valid and effectual receipts and discharge to the Borrower. The Borrower further acknowledges that the Bank, in its sole discretion, shall be entitled to disclose to third parties all necessary and relevant information pertaining to the Borrower.

22. ASSIGNMENT:

- a. The Borrower(s) shall not transfer or assign any of its rights or liabilities under the Loan Documents to any person without the prior written consent of the Bank.
- b. 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 / transfer/ novate/ securitise to any third-party whole or part of the Loan or any other rights under this Agreement or any other Loan Documents under such terms and conditions as the Bank deems fit.

23. NOTICE:

Any notice, approvals, instructions, demand and other communications by the Bank:

- a. If sent by personal delivery, pre-paid registered mail, courier, post, to the address of the Borrower(s) as set out in the Loan Documents or last known to the Bank, shall be deemed to have been served forty-eight (48) hours after posting if sent to an address in India and seventy-two (72) hours after posting if sent to an address outside India.
- b. If sent by facsimile, sms, mms, whatsapp, e-mail or other written or recorded form of electronic communication to the registered fax number, phone/ mobile number, or email address as set out in the Loan Documents, shall be deemed to have been served at the time of sending.
- c. Any notice or communication by the Borrower(s) shall be in writing, may only be sent by personal delivery or pre-paid post addressed to the Bank through which the relevant Loan is granted to the Borrower(s), and will only be effective when actually received by the Bank. No oral communication shall bind the Bank.
- d. The Borrower(s) agree and confirm that any notice or communication sent to any of the Borrower(s) shall be deemed to have been sent to and received by all the Borrower(s) as well.

24. FORCE MAJEURE:

The Bank shall not be liable for any failure or delay in performing any obligation to the Borrower under this Agreement or related documents or in connection with the Loan where such failure or delay is due to any event beyond the reasonable control of the Bank, including (but not limited to) without prejudice to the generality of the foregoing, acts of God, civil

disturbances, terrorist activity, wars, strikes, epidemic or widespread quarantine. The Bank would resume performance as soon as reasonably practicable after the reason or event preventing or delaying performance ceases or abates.

25. SEVERABILITY:

The clauses and provisions of this Agreement are severable and any illegality, invalidity or irregularity, inconsistency or repugnancy of any clause or provision shall not in any way affect the legality, validity or regularity of other clauses and provisions.

26. GRIEVANCE REDRESSAL:

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.

27. GOVERNING LAW:

The Parties agree that this Agreement shall be governed by the laws of India.

28. ARBITRATION:

- a. If any dispute, difference, or claim arises between any of the Obligors and the Bank in connection with the Loan or as to the interpretation, validity, implementation or effect of the Loan Documents or as to the rights and liabilities of the Parties under this Agreement or alleged breach of the Loan Documents or anything done or omitted to be done pursuant to the Loan Documents, the same shall be settled by arbitration to be held in Bengaluru in accordance with the Arbitration and
- b. Conciliation Act, 1996, or any statutory amendment 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 upon the Parties hereto. The arbitration proceedings shall be in English language. Cost of arbitration shall be borne by the Borrower(s).
- c. Notwithstanding anything contained herein, the Bank shall be entitled to refer the dispute to the Debts Recovery Tribunal established under the Recovery of Debts Due To Banks and Financial Institutions Act, 1993 and shall also be entitled to enforce the Security under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) where applicable.

29. VERNACULAR DECLARATION:

- a. The contents of this Agreement have been explained to the Borrower in the vernacular language or such other language as understood by the Borrower.
- b. The Borrower hereby states that she/he has understood all the terms and conditions of the Loan 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.
- c. The Borrower(s) have affixed their signatures after verifying and understanding the contents of this document, at the end of the Schedule

SCHEDULE- I

Loan Details Name and Address of the	Borrower Name: @brname Address: @correspondence_address
Borrower(s) and CoBorrower(s)	Co-Borrower 1 Name @co_borrower Address: @correspondence_address Co-Borrower 2 Name @coapp_custname2 Address: @coapp_presentaddress2 Co-Borrower 3 Name @coapp_custname3 Address: @coapp_presentaddress3 Co-Borrower 4 Name @coapp_custname4 Address: @coapp_presentaddress4 Co-Borrower 5 Name @coapp_custname5 Address: @coapp_presentaddress5
Guarantor details	Constitution : @constitution

	Name @guarantor_name, aged _____ Son / wife / daughter of _____, Residing / place of business at _____ PAN/CIN No. _____
Branch details	Jana Small Finance Bank Ltd. @branch_name
Loan (Product)	@facility_name
Loan Amount	INR @sanction_amt (INR @sanc_amt_in_words only)
Purpose of Loan	@purpose_of_loan
Date of Sanction Letter	@date
Tenor of Loan	@tenor months
Rate of Interest	<p>Your rate is @roi % p.a. fixed Rate of Interest for a period of 39 months. Total Tenure is @tenor months (fixed tenor) from the date of 1st disbursement. Post completion of the fixed tenor, the applicable rate will be TBLR (6 months T-Bill rate Current month: @current_month is @TBLR% + Margin Spread _____ % p.a.) [Hybrid interest rate]</p> <p>Post completion of 39 months, you'll be given a one-time option to switch back to fixed rate of interest. However the revised fixed rate will be communicated basis the prevailing fixed rate at the time of switching.</p>
Penal Charges	24 % p.a. on the overdue amount + GST as applicable
Fees/ Charges	<p>Login and Processing Fee (non-refundable):</p> <p>Part Prepayment Charges:</p> <p>i) Part payment of up to 25% of the outstanding principal amount will be allowed in each block of 1 year consisting of period between EMI 1- 12, EMI 13-24, EMI 25-36 and so on without any charges.</p> <p>ii. Anything in excess of 25% will attract a pre-payment penalty of 2% calculated on the excess amountfor HL cases and 4% calculated on the excess amount for non-HL cases, plus taxes as applicable.</p> <p>iii. Part payment charges are only applicable for fixed Rate of Interest. In case, of a non-individual beingborrower/co-borrower, part-payment charges will be applicable for both HL & non-HL under both floating and fixed rate.</p> <p>Equitable Mortgage Creation Charges: As applicable in state</p> <p>Instruction/ Instrument return Charges: Rs 900/- + GST per instance</p>
	<u>CERSAI Registration Charges:</u> Rs. 50 (For Loan Amount upto Rs. 5 lakhs) ; Rs. 100 (For Loan Amount greater than Rs. 5 lakhs)
Security/ details	Property @property_Address
Due Date	3rd of every month

Mode of Repayment	@mode_of_repayment
Details of SPDC	
Bank Account number for SI	@casaAccountNo
Details of any other security offered	
Insurance Opted Insurance Amount and Premium	<p>i. Collateral Insurance: Yes/No – if opted. Reducing insurance cover for the loan principal outstanding amount; period for _____ months; premium INR @collateralInsurance/-*</p> <p>The Borrower shall obtain and maintain comprehensive insurance cover for the security/ property charged to the Bank with the Bank endorsed as 'loss payee' and submit proof of the same.</p> <p>i. Life Insurance: Yes/No – if opted Reducing insurance cover for the loan principal outstanding amount; period for _____ months; premium INR @creditlifeinsurance/-*</p> <p>Life insurance on the loan, shall be considered to be in force only if the Borrower has received the policy from the insurance company. Borrower is advised to connect with the insurance company in case of non-receipt of the policy within 60 days.</p> <p>i. Health Insurance: Yes/No – if opted. Period for _____ Years; premium INR _____/*</p> <p>ii. If the Borrower is unable to pay the insurance premium, the Bank, in its direction, may pay the insurance premium and add the same towards the loan account. The Borrower shall reimburse all such amounts as and when demanded by the Bank</p>

Signature of Borrower(s) _____ Date: @date Place: @place	For Jana Small Finance Bank Limited Authorised signatory
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