

HOME EQUITY LOAN AGREEMENT

(To Be Signed By All Applicants And Co-Applicants)

THIS LOAN AGREEMENT

BETWEEN

The BORROWER, details whereof are given at the end of this Agreement, hereinafter referred to as the "Borrower" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, where the Borrower is a company, its successors, where the Borrower is partnership firm, the partners for the time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last survivor, where the Borrower is a sole proprietor or an individual, his / her heirs, executors and administrators) of the one part.

A N D

ING Vysya Bank Ltd, a Banking Company governed by the Companies Act, 1956 and a Branch Office at.....hereinafter referred to as the "Bank"/IVBL (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the other part.

WHEREAS relying upon the representations and information provided by the Borrower, the Bank has agreed to provide financial assistance to the Borrower on the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED AS UNDER

ARTICLE 1

DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Application" means the application made by the Borrower to the Bank for a Loan and where the context so requires, all other information submitted by the Borrower to the Bank with a view to get the Bank to make available the loan;
- (b) "Equated Monthly Installment" (EMI) means the amount of payment set out in the Schedule to be made monthly by the Borrower to the Bank comprising of interest or as the case may be, principal and interest;
- (c) "Foreclosure" means complete repayment of the loan ahead of agreed schedule.
- (d) "Guarantee" means the Guarantee (if any) to be given by the Guarantor in support of the obligations of the Borrower under this Agreement;
- (e) "Guarantor" means the person or persons (if any) named in the schedule;
- (f) "IVBR" (ING Vysya Bank Rate is an Index Rate of the Bank for linking its Variable Interest Rate loans as specified by the Bank from time to time. The Borrower shall always pay the rate of interest at par/ above the IVBR as per sanction terms and/ or as agreed upon and IVBR shall always be the minimum threshold for determining the rate of interest by the Bank from time to time and shall not be below IVBR at any point in time.
- (g) "Loan" means the principal amount of the loan stated in the schedule upto which the Bank may lend and advance to the Borrower, as provided in clause 2.1 of this Agreement and includes where the context so requires, the outstanding amount of the loan, from time to time;
- (h) "Month" means a calendar month;
- (i) "Office of IVBL" means the office of the Bank mentioned in the schedule;
- (j) "Owner" means the Borrower or the person who owns the property and whose name is stated in the schedule;
- (k) "Pre-EMI Interest" (PRE-EMI) means interest at the rate indicated in the schedule on the loan from the date/dates of disbursement of the loan to the date immediately prior to the date of commencement of EMI;
- (l) "Prepayment" means premature part repayment of the Loan, on the terms and conditions prescribed by the Bank from time to time and in force at the time of prepayment;

- (m) "Property" means the immovable property described in the schedule to be mortgaged in favour of the Bank pursuant to this Agreement.
 - (n) "Quarter" means a calendar quarter, the last day of which shall be 31st March, 30th June, 30th September or 31st December;
 - (o) "Repayment" means the repayment of the principal amount of the loan and payment of interest and other outstanding amounts in the loan account, as provided for this agreement;
 - (p) "ROI" means Rate of Interest, either Fixed or Variable as fixed by the Bank from time to time
 - (q) "Schedule" means the schedule attached to this Agreement and which forms an integral part of this Agreement;
 - (r) "Variable Interest Rate" The rate of interest is linked to the Bank's IVBR and the rate of interest charged will be index rate of IVBR plus the Spread plus applicable interest tax or other statutory levy, if any as mentioned in Schedule. The variable rate of interest mentioned in the schedule is that prevailing on the Effective Date of this Agreement. The IVBR shall be subject to variation from time to time at the sole discretion of the Bank prospectively. The Spread will remain unchanged / constant during the course of the Loan.
 - (s) "Fixed Rate" shall mean the rate as specified by the Bank in this Agreement, sanction terms and/ or other documents as agreed upon for the first two years of the tenor of this Loan.
- 1.2 "Borrower", wherever the context so requires, shall include more than one Borrower;
- 1.3 Any expression not defined herein but defined in the General Clauses Act, 1897, the meaning or interpretation assigned to such expression therein shall also carry the same meaning herein.
- 1.4 References to the masculine gender include references to the feminine gender and the neuter gender and vice-versa.
- 1.5 References to the plural number include references to the singular number and vice-versa.

ARTICLE 2

FACILITY, INTEREST, ETC.,

2.1 Facility

The Borrower agrees to avail from the Bank and the Bank agrees to provide upon the terms and subject to the conditions herein set forth, the Loan not exceeding the amount stated in the schedule.

2.2 Interest and Rate of interest

- (a) The Borrower shall be charged interest on the last day of each month, at the rate stated in the schedule. Interest shall be computed on actual number of days elapsed on the basis of 365 days year. Interest shall become due at the end of every month.
- (b) The Borrower shall pay either of the following ROI;
 - i) Fixed Rate of Interest for the 1st year and 2nd year: Fixed Rate of Interest for the first 2 years of the tenor and Floating rate of interest from the 3rd year onwards as specified in the Schedule and prevailing at the date of the agreement.
 - (ii) Variable Rate of Interest: The interest charged on the Loan account will be linked to IVBR, which will be at the sole discretion of the Bank and mentioned in the Schedule.
- (c) Without prejudice to the Bank's other rights, interest as aforesaid and other amounts payable by the Borrower shall be charged / debited to the Borrower's Loan account on the respective due dates thereof and shall be deemed to form part of the outstanding loan. Such interest and other amounts shall, accordingly attract interest at the same rate as charged on the Loan in terms of this Agreement until payment thereof.

- (d) The Borrower hereby confirms that in order to work out suitable EMI to be paid by the Borrower towards repayment of the loan and payment of interest, the Bank has calculated the amount of interest, at the aforesaid rate, on a suitable basis and the Borrower confirms having perused, understood and hereby agrees to pay interest calculated as aforesaid.
- (e) The Borrower shall reimburse or pay to the Bank, on demand, the amount paid or payable by it to any Governmental authority or any other regulatory agency whether in India or abroad on account of any interest tax or other tax levied by such Governmental authority or agency on interest or any other amount (and / or other charges including the PRE-EMI) payable to the Bank.
- (f) The rate of interest indicated in the Schedule is the rate of interest as on the Effective Date of the Agreement. Provided further that from time to time the Bank may in its sole discretion alter/revise the rate of interest mentioned in the Schedule. Thenceforth the rate of interest varied as aforesaid shall be applicable to the said loan whether the loan is availed in one lumpsum or in parts at the time of such availment. The revision/change of interest under Variable Rate due to changes in IVBR will be intimated to the Borrower and the Borrower is bound to pay such revised rate of interest due to change in the IVBR. The Borrower shall be deemed to have notice of changes in the rate of interest whenever the changes in the floating rates are notified / published in the newspapers or made through entry of changes in the statement of account that is obtained from time to time. If the Borrower is not agreeable to the upward revision of rate of interest by the Bank then the Borrower shall request in writing to the Bank to terminate the loan and shall repay the loan and amounts due to the Bank in full in accordance with the provisions of this Agreement relating to Part-Prepayment / Foreclosure within 15 days of receipt of the intimation of change in IVBR or rate of interest from the Bank.
- (g) The IVBR will be subject to variation at periodic intervals to be determined by the Bank from time to time, depending on market conditions. The Bank shall, in its discretion, be entitled at any time, to revise upwards or downwards the rate of interest having regard to applicable regulations, conditions, in the money market, availability of loanable funds and the IVBR at the relevant time. The Bank may at its sole discretion revise the rate prospectively or retrospectively if unforeseen or exceptional or extraordinary changes in the money market conditions take place during the period of the agreement and suitably the rate of interest shall be applicable to the said loan. The IVBR shall be subject to statutory provisions and regulatory guidelines issued from time to time and accordingly the ROI determined by the Bank shall be subject to change from time to time. The Bank shall be the sole judge to determine whether such conditions exist at that point in time or not.
- (h) The post dated Cheques/payment instructions shall be presented starting the 8th of every month, however, the loan of the Borrower shall not be considered past due or attract past due charges/penalty charges/bounce charges if the payment is received by the 7th of the respective month.
- (i) The Bank will exercise its discretion as to when to change the IVBR. However, changed index shall be applied from the first day of the month following the month in which the IVBR is changed or as may be decided by the Bank from time to time.

2.3 Fees and Operating Expenses

- (a) the Borrower, shall on or before the disbursement of the loan pay to the Bank by way of processing/ service fees and expenses an amount calculated at the rate stated in the schedule on the amount of the loan sanctioned by the Bank. Such processing / service fee shall be non-refundable and would be payable to the Bank whether or not the Loan has been drawn down.
- (b) The Borrower shall also pay Cheque Swapping Charges in the event of having to replace cheques of one Bank with those of another during the currency of the loan.
- (c) The Borrower shall, on or before the disbursement of the Loan pay to the Bank, all expenses (including legal costs between the legal counsel and the clients) on a full indemnity basis incurred

and / or to be incurred by the Bank for investigation of title to property offered as security and for the preparation, execution, preservation, performance, enforcement and realization of the loan, security documents and other instruments creating and / or evidencing the creation of the security as also any other instruments required in connection with the Loan.

- (d) In addition to payment of interest as specified in the Schedule, Interest- tax and other statutory levies/ duties/ charges in respect of interest payable to the Bank, shall also be borne and paid by the Borrower to the Bank.
- (e) The Bank shall also be entitled to recover from the Borrower any other charges or costs incurred or claims suffered by the Bank in connection with the Home Equity Loan, including on account of execution and stamping of this Agreement and any other documentation or security creation pursuant to this Agreement.

2.4 Details of Disbursement

The Loan may be disbursed in one or more installments as may be decided by the Bank having regard to the needs of the Borrower. Decision of the Bank in this regard shall be final, conclusive and binding on the Borrower. If so required by the Bank, the Borrower shall acknowledge receipt of each disbursement, in the form required by the Bank. The terms and conditions of this Agreement shall cover each installment disbursed and all installments together would be treated as a single loan for the purpose of this Agreement.

2.5 Mode of Disbursement

- (a) Disbursement of the loan may be made in such manner as may be decided by the Bank;
- (b) Upon the request of the Borrower and the Bank in its sole discretion, decides, disbursement of the loan may be made by the Bank to any third party or person as the Borrower may direct, then such disbursement shall be deemed to have been made by the Bank to the Borrower.
- (c) Disbursement shall be deemed to have been made to the Borrower on the date of the cheque or payment advice as the case may be, under which such disbursement shall have been made irrespective of the date on which the disbursement may have been received by or on behalf the Borrower.
- (d) The disbursement of the loan shall depend on the purpose of the loan and subject to creation of mortgage on the property described in the Schedule and / or execution of necessary documents

2.6 Terminal Date of Disbursement

Notwithstanding anything contained herein, the Bank may by notice to the Borrower, suspend or cancel further disbursement of the loan or any part thereof if the same have not been fully drawn within the date as specified in the Schedule or the disbursements are not properly put to use for purpose intended. The Bank will be the sole judge and decision of the Bank in this regard shall be final, conclusive and binding on the Borrower. In the event of partial availment of loan, the Bank shall at its sole discretion demand the repayment of entire outstanding in lump sum or allow the Borrower to repay the same in installments. .

ARTICLE 3

REPAYMENT / PREPAYMENT

3.1 Amortisation

- (a) The Home Equity Loan shall be repayable by the Borrower to the Bank by way of EMIs as mentioned in the Schedule, rounded off to the next rupee. The EMI comprise of repayments towards principal under Home Equity Loan with interest as per the terms herein.
- (b) The EMI amount shall be appropriated first towards interest and balance towards the principal. The entire EMI may be appropriated towards interest if the outstanding interest is equal to or more than

EMI till the interest is completely repaid. The Borrower shall pay additional interest if the current EMI amount is insufficient to cover the actual interest.

- (c) The Borrower will amortise/repay the Loan as stipulated in the schedule herein, subject to, however that in the event of delay in disbursement of the loan for any reason whatsoever the date of commencement of EMIs shall be the 8th day of the month succeeding the month in which the full and final disbursement of loan has been completed and consequently due date of payment of first EMI in such cases shall be the 8th date succeeding the said commencement date.
- (d) The EMI received during any month will be given effect towards the loan as specified in the schedule.
- (e) The Borrower shall towards payment of the EMI, and other amounts payable by the Borrower under the Home Equity Loan provide to the Bank initially before disbursement of the loan 36 Post dated Cheques and the date of each monthly Post Dated Cheques (PDCs)/Standing Instructions/Electronic Clearing System/ Salary deduction letter, etc., as the case may be shall synchronise with due of each EMI. The post dated Cheques/payment instructions shall be presented on such day of each month as specified in the Schedule.
- (f) During the Maximum Pre-EMI period, i.e. Until the commencement of EMIs, the Borrower shall make, monthly interest payment separately to the Bank and each such monthly interest payment shall be for the payment of PEMI Interest.
- (g) PDCs should be duly signed by the Borrower, bear the exact EMI amount written and should be drawn on the Salary Account /Business Account, as the case may be evidenced by signature verification from the Bank on which the PDCs are drawn..
- (h) In the event of variation in the date for payment of EMIs, the amount of EMI or interest as the case may be, the numbers thereof, the Borrower should immediately provide to the Bank fresh additional cheque/s as may be required by the Bank and in such event the terms of this clause shall apply also to all such post dated cheques or issue fresh Standing Instructions or salary deduction or a Mandate/Authorization for payment through Electronic Clearing System, in the prescribed form of the Bank
- (i) The Borrower shall well in advance before the number post dated cheques provided as above to the Bank getting exhausted or as when demanded by the Bank should provide additional cheques towards payment of the EMI, and other amounts payable by the Borrower under the Home Equity Loan.
- (j) The Borrower hereby irrevocably authorizes the Bank to present the Post Dated Cheques on their respective dates, to the Bank on which the same are drawn as the case may be, to issue appropriate instructions pursuant to Standing Instructions/salary deduction/a Mandate/Authorization for payment through Electronic Clearing System (Debit) given by the Borrower.
- (k) The Borrower hereby agrees, confirms and undertakes that the Bank shall, as it may deem appropriate and necessary, be entitled to require the payment and / or collection of the amounts expressed in the repayment schedule or post-dated cheques or other amounts due by means of Electronic Clearing System (Debit), by itself or through such other person permitted for the same, instead of and in lieu of presenting the post-dated cheques, if any, issued by the Borrower in favour of the Bank, or utilizing any other mode or manner of payment or repayment of the amounts expressed in this Agreement provided that such right of the Bank shall be without prejudice to its other rights in this Agreement including represent the post-dated cheques, or otherwise to require the use of means of the ECS (Debit), in case of failure to receive the amounts due, through the ECS (Debit) for any reason whatsoever.
- (l) In the event of Borrower availing the loan partially and or availment of full disbursement is delayed by the Borrower, the Bank shall nonetheless be entitled to encash the post dated cheques on the respective dates and/or act upon Standing instructions to debit the account of the Borrower through Electronic Clearing System or salary deduction, as the case may be, towards repayment of the Loan availed partially.
- (m) The Borrower notwithstanding any loss or damage to the property (secured to the Bank for repayment of Home Equity Loan) suffered due to Riot, Strike or Malicious Acts of men, Terrorism, Armed attacks or due to earth quake, flood, inundation, tornado, storm, tempest, cyclone, hurricane, typhoon, landslide, lava, fire, lightning, explosion/ implosion is not discharged from the liability and the Borrower shall continue to repay the loan along with interest, costs, charges and expenses and all other amounts payable under this agreement to the Bank till the loan is fully liquidated.

3.2 Partial Prepayment: -

- (a) The Bank may permit partial prepayments of the loan at its sole discretion. However, partial prepayments shall not be permitted until the completion of at least 6 months from the date of final disbursement.
- (b) The Bank may allow partial pre-payments after expiry of 6 months or such other period stipulated by the Bank from the date of disbursement of the loan amount subject to repayment of a minimum amount equal to 3 EMIs and shall not exceed 25% of the principal outstanding or such other amount and in accordance with such other conditions as may be stipulated by the Bank from time to time. Any prepayment over and above the 25% ceiling shall be charged a fee similar to the foreclosure fee applicable at that point in time.
- (c) The Borrower shall not be entitled to claim any benefit or rebate or concession in interest if any such payment is made in the loan account inadvertently within the first 6 months' time from the date of first disbursement. Even after completion of 6 months, the Borrower shall not be entitled to claim any benefit or rebate or concession in interest if any such payment is made without explicit written request that the funds be treated as pre-payment as defined in this agreement.
- (d) Any amount of partial prepayment as defined in this Agreement, shall be adjusted towards the principal amount of the Loan without however changing the amount of the subsequent EMI (for which the Borrower has given Post Dated Cheques or Mandate/Authorization for payment through Electronic Clearing System). Consequently, thereafter each EMI shall represent a combination of interest on the outstanding as reduced by the amount prepaid resulting in increased repayment towards principal outstanding. In case of prepayment, the Bank may, at its sole discretion, permit swap of the Post Dated Cheques or Mandate/Authorization for rescheduling of the EMIs.
- (e) The amount prepaid to the Home Equity Loan account shall not be permitted for withdrawal by the Borrower.
- (f) The Borrower undertakes, in the event of prepayment, to pay prepayment penalty as stated in the Schedule.

3.3 Foreclosure

- (a) The Bank, at its sole discretion but without being bound to do so, may at the request of the Borrower permit the Borrower to foreclose (re-pay) the entire outstanding.
- (b) If the Bank at its discretion, permits the Borrower to re-pay the entire outstanding loan, the Borrower shall be obliged to pay foreclosure charges/fees/penalty calculated at rate as specified in the Schedule or such other rate as may be decided by the Bank from time to time.
- (c) However, foreclosure shall not be permitted until the completion of at least 6 months from the date of final disbursement.
- (d) In the event of the Bank permitting at its discretion to foreclose the loan before the completion of six months from the date of final disbursement of the loan the Borrower shall pay additional charges of 1% over and above normal foreclosure charges as referred above.

3.4 Delay in Payment

- (a) The Borrower shall pay in full the , EMIs and all other amounts without any demur, protest or default and without claiming any set-off or counterclaim on the respective dates on which the same are due. No notice, reminder or intimation shall be given to the Borrower regarding his obligation to pay the EMI regularly on the due dates. The Borrower shall ensure prompt and regular payment of EMI including interest and all other amounts payable by the Borrower to the Bank on the dates and in manner herein provided.
- (b) Without prejudice to the Bank's other rights, in case of any delay in payment of EMI or non-payment of any other amount within the due date thereof, the Bank shall have the right to charge the Borrower additional interest at the rate mentioned in the Schedule or such other rate as per the rules of the Bank in force from time to time above the prevailing interest rate charged on the loan, from time to time. Such additional interest shall be charged/debited to the Borrower's Loan Account on the specific dates thereof and shall be deemed to form part of the outstanding Loans.

3.5 Alteration and Rescheduling of EMI

- (a) If the entire amount of the loan is not drawn by the Borrower within a period of 12 months from the date hereof, the EMIs may be altered and rescheduled in such a manner and to such an extent as the Bank may, in its sole discretion, decide and repayment will thereupon be made as per the said altered and rescheduled EMIs.
- (b) In case of prepayment or revision of interest rate in the variable rate loan, the Bank may at its sole discretion, prescribe reduction of tenure or acceleration of payment amount or frequency, as it deems fit. However the Bank, may at its sole discretion, permit swap of the post dated cheques or mandate / authorization in case of rescheduling of EMIs
- (c) Notwithstanding anything herein contained, the Bank shall have the right, at any time and from time to time to review and schedule the repayment terms of the loan outstanding in such manner and to such an extent as the Bank may, in its sole discretion decide.
- (d) In the event of reduction / increase in rate of interest or the loan amount, the EMI amount referred to in the Schedule shall remain constant throughout the tenure but only the tenure of repayment gets reduced / extended automatically and the Borrower shall continue to pay the same amount of EMI but shall pay such additional / lesser number of EMIs as the case may be, in comparison with tenure referred to in the schedule till the liability/outstanding under the Home Equity Loan is fully liquidated. Consequently
 - the tenure of repayment gets extended automatically in the event of upward revision of interest rate in the Variable Interest Rate scheme from time to time and tenure of repayment gets reduced automatically in the event of downward revision of interest rate in a Variable Interest rate scheme.
 - tenure of repayment gets reduced in the event of part-prepayments effected in the Home Equity Loan account.
 - the tenure of repayment gets extended / reduced in the event of conversion of a loan from fixed rate loan to floating rate loan and vice versa, depending upon the variance between the two schemes at the time of such a request by the Borrower.
- (e) Notwithstanding that the Post Dated Cheques or the Standing Instructions (including any instructions to the employer of the Borrower for payment to the Bank through deduction of a part of the salary of the Borrower) or Electronic Clearing System Instructions as provided by the Borrower to the Bank are in full force and effect, upon increase in the amount or the total number of EMIs as aforesaid, the Borrower shall on demand by the Bank provide and honour to the Bank additional Post Dated Cheques or Standing Instructions (including any instructions on the employer of the Borrower for payment to the Bank through deduction of a part of the salary of the Borrower) or Electronic Clearing Service Instructions, for an amount higher than the amount or a period longer than the period mentioned in the Schedule.
- (f) Notwithstanding the above, the Bank, at its sole discretion but without being bound to do so, may at the request of the Borrower, permit the Borrower to make a lump sum pre-payment of the loan dues increased owing to such a change / pay the unpaid loan dues after the expiry of the sanctioned tenure of the Loan or in such manner as the Bank may stipulate.
- (g) Notwithstanding the above, the Bank, at its sole discretion but without being bound to do so, revise the EMI amount upwards or downwards also. Further, notwithstanding number of EMIs referred in the schedule towards repayment of the Home Equity Loan, Bank at its sole discretion shall be entitled to increase the EMI amount under following situations;

If

- the EMI is not adequate to cover interest payments in full, and/or
- the EMI results in the term of LOAN exceeding the retirement age or 65 years for BORROWER(S), as applicable.
- required by Bank for any reason whatsoever from time to time.

The Borrower shall be required to pay such increased EMI amount and/or the difference amount resultant as determined by ING Vysya Bank at its sole discretion and intimated to the BORROWER. The Borrower agrees to and authorises the Bank to debit /charge his loan account with such difference amount as well.

- (h) If the Borrower commits a breach of any of its obligations herein then the same shall be treated as an Event of Default in terms of Article 8.1

3.6 **Liability of Borrower to be joint and several**

Where the loan is provided to more than one Borrower, then, notwithstanding anything herein stated, the liability of the Borrower to repay the loan together with interest and all other amounts and to observe the terms and conditions of this Agreement and any other agreement(s), document(s), made between the Borrower and the Bank in respect of the loan is joint and several.

3.7 **Set off**

Without prejudice to what is stated hereinabove, the Borrower hereby expressly agrees and confirms that in the event of the Borrower's failing to pay the amount outstanding under the loan facility, in addition to any general or similar lien to which the Bank may be entitled by law, the Bank shall, without prejudice to any of its specific rights under any other agreements with the Borrower, at its sole discretion and without notice to the Borrower, be at liberty to apply any other money or amounts standing to the credit of the Borrower in any account (including fixed deposit account) of the Borrower (whether singly or jointly with another or others) with the Bank in or towards repayment of the amount outstanding under the loan facility. The rights of the Bank under this agreement are in addition to other rights and remedies (including without limitation other rights or set off), which the Bank may have.

ARTICLE 4 SECURITY

4.1 **Security for the Loan**

- (a) Repayment and payment of the loan, interest, fees costs, charges and expenses and all other amounts payable under this agreement to the Bank shall be secured by a first charge by way of exclusive mortgage in favour of the Bank over the property and such other properties, as the Bank may require.
- (b) The Borrower shall also procure guarantee of the guarantor, if required by the Bank, as security for the repayment and payment of the loan, interest, fees, costs, charges and expenses and all other amounts payable under this agreement to the Bank.
- (c) The Bank shall have the right to decide in its sole discretion the type of mortgage or any other security and/or additional security to be created by the Borrower for securing the loan and all other amounts as aforesaid and the Borrower shall be bound to create such security and shall duly execute documents evidencing the same as may be required by the Bank.
- (d) The Borrower shall execute any bond(s) or promissory notes for the loan and all such other documents, powers of attorney and agreements as may be required by the Bank.
- (e) The property described in the Schedule and offered as security for the repayment of the Home Equity Loan shall remain as a Continuity Security for all indebtedness and liabilities of the Borrower under any other direct or indirect credit facilities (loans and advances) extended by the Bank and will operate as a security for the ultimate balance under such credit facilities payable to the Bank.

4.2 **Insurance of the Security: -**

- (a) The Borrower, at his risk, responsibility and expense shall keep in good condition and fully insured, the Property (ies) / assets described in the schedule and offered as security for repayment of the loan, against fire and other customary risks and hazards, for the full value of or as may be required by the Bank, with an insurance company acceptable to the Bank and the Bank shall be made the sole beneficiary under the policy and shall produce evidence thereof to the Bank before the 10th day of January of every year or whenever called upon to do so; Any omission on the part of the Bank to require for submission of proof

of insurance on the Property shall not be construed as waiver of this condition by the Bank. The Borrower shall be that in the event of the Borrower failing to insure the Property to the satisfaction of the Bank, the Bank shall be entitled though not under obligation or bound to do so to cause the Property to be insured with an insurance company for all risks that the Bank may, in its sole discretion, deem fit and to debit the insurance charges to the Loan account of the Borrower.

- (b) The Borrower should ensure that the property (ies)/assets are insured at all times by renewing the policy from time to time till the loan is fully liquidated for the full value of the property / assets and the Bank name is always recorded as sole “beefier” of the policy and produce copy of the policy to the Bank immediately for its records and verification.
- (c) Though the Bank is absolute beneficiary of the policy in the event of loss/damage to the insured security/ies, it is the prime responsibility of the Borrower to prefer the insurance claim within the due date with the Insurance Company with due information to the Bank and the Bank shall not be responsible if the claim is not preferred by the Borrower. The Bank however reserves its right to prefer the claim with Insurance Company. In the event of rejection of claim wholly or in part the Borrower shall be fully responsible liable to repay the Bank the entire outstanding liability without requiring the Bank to proceed against the Insurance Company
- (d) The Bank shall be entitled to adjust, settle, compromise or any dispute arising under or in connection with any insurance and such adjustment, settlement, compromise shall be valid and binding on the Borrower and the Bank shall be entitled to receive all moneys payable under any such insurance or under any claim made there under and to give a valid receipt thereof and that the amount so received shall be credited to the Borrower’s account and at the Bank’s discretion appropriate for the replenishment of the securities and the Borrower shall not dispute either the decision of the on any grounds or his liability for the balance remaining due on any account(s) after such credit or to state that the Bank ought to have insured the said goods and all other movables.

4.3 Release of title deeds: -

The Bank reserves the right to retain the title deeds until the borrower(s) totally repay the loan in full and complete discharge of his/her obligations under this loan agreement.

ARTICLE 5

CONDITIONS PRECEDENT TO DISBURSEMENT OF THE LOAN

(A) **Obligation of the Bank to make any disbursement under this agreement shall be subject to the condition that:**

(a) **Credit worthiness of the Borrower:**

The Borrower meets the Bank’s requirement of credit worthiness. The Bank shall be entitled to make or cause to be made inquiries of such nature as the Bank may deem fit of the credit worthiness of the Borrower. The Bank shall be further entitled to call for such credentials from the Borrower as may be required to prove the credit worthiness of the Borrower;

(b) **Non-existence of event of default:**

No event of default as defined in article 8 shall have happened;

(c) **Property**

The borrower shall ensure that the documents of title produced are genuine and having a marketable title with regard to the property proposed to be mortgaged. The borrower shall submit to the Bank a copy of the sanctioned plan of the layout and the building along with the application and execute an affidavit-cum-undertaking as may be required by the Bank

(d) **Extra-Ordinary circumstances:**

No extra-ordinary or other circumstances shall have occurred which may make it improbable for the Borrower to fulfill his obligations under this agreement;

(e) Additional/ Interim Security

The Bank shall be entitled to call upon the Borrower and the Borrower shall be liable to furnish additional security in the form of immovable property/ liquid securities/ guarantees/ or any other security as decided by the Bank in the event of the value of the primary security deteriorates substantially are for any other reason deemed necessary by the Bank.

(f) Pending Legal proceedings:

The Borrower shall have furnished a declaration to the Bank to the effect that there is no action, suit proceedings or investigation pending, or to the knowledge of the Borrower threatened by or against the Borrower or the property before any court of law or government authority or any other competent authority which might have a material effect on the financial and other affairs of the Borrower or which might put into question the validity or performance of this agreement or any of its terms and conditions or which might affect clear and marketable title to the property.

(B) The Borrower shall make delivery of the following items satisfactory in form and substance to the Bank:

1. Evidence of the actual existence of the Borrower;
2. The power of the Borrower to avail of and the power of the Borrower / owner to create security.
3. All corporate and necessary actions for availing the loan and creation of the security having been taken (applicable in case of company)
4. Evidence that all consents, approvals and permission required for availing of the loan and/or creation of security have been obtained or evidence to that effect that these are not required;
5. The security documents and/or guarantee(s);
6. Evidence that the Borrower/owner has a clear, registered, valid and marketable title free from all encumbrances to the property capable of being mortgaged in favour of the Bank and being enforced in a court of law.
7. Insurance cover on the property as is acceptable to the Bank;
8. All documents, agreements, declarations, powers of attorney and other writings required by the Bank.

ARTICLE 6

BORROWER'S REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants to the Bank;

- (a) That the information given in his application and any prior or subsequent information provided or explanation furnished to the Bank in this behalf are true, complete and accurate in all respects and that no fact or information necessary to be furnished by the Borrower has been omitted to be stated in order to include Bank to provide the loan;
- (b) That subsequent to the application there has been no material change which would affect the grant of the loan as requested for in the application;
- (c) That there are no mortgages, charges, impendent or liens or other encumbrances or any right of way, light, water or other easements or right of support on the whole or any part of the property;
- (d) That the Borrower / owner has a clear, registered, valid and marketable title to the property free from all reasonable doubts and encumbrances and that the property is capable of being mortgaged in favour of the Bank and being enforceable in a court of law
- (e) That the Borrower or the owner is not a party to any litigation of a material character affecting himself or the property; and that the Borrower is not aware of any facts likely to give rise to such litigation or to material claims either against the Borrower or against the property;
- (f) That no notice of acquisition or requisition has been issued against or published or received in respect of the Property and no adverse claim has been made against the Property or any part thereof nor is the Property reserved for any purpose;

- (g) That apart from the documents of title mentioned in the Annexure hereunder written (hereinafter called the "said title deeds") there are no other title documents pertaining to the Property and if any title deeds are found/received in respect of the Property the same will form part of the title deeds deposited with the Bank to perfect the security created in favour of the Bank;
- (h) That the Borrower is not aware of any document, judgment or legal process or of any latent or patent defect affecting the title of the property or of any material defect in the property which has remained undisclosed and/or which may affect the Bank prejudicially;
- (i) That the property is not included in or affected by any of the schemes of Central / State Government or the improvement trust or any other public or local authority or by any alignment, widening or construction of road, under any such scheme;
- (j) That no suit is pending in any court of law in respect of the property nor has the Borrower been served with any notice for infringing the provisions of any law, rules or regulations;
- (k) That the Borrower has disclosed to the Bank all facts relating to the property and has made available to it all the title deeds in respect of the property;
- (l) That the Borrower has paid all public demands such as income tax and all other taxes and revenues payable to the government of India or to the Government of any state or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding;
- (m) That the property is insured for all risks and for such values as may be required by the Bank and that the Bank is made the sole beneficiary under the policy;
- (n) That the Borrower does not violate any covenants, conditions and stipulations under any existing Agreement entered into by the Borrower with any party, by availing of the Loan from the Bank;
- (o) That all necessary approvals for availing of the Loan and creating the security / securities have been obtained or shall be obtained;
- (p) That the Borrower (and in case of Borrower being a firm / company, the person executing the documents) is entitled and empowered to execute this Agreement, the security documents, the promissory notes/ bonds, if any and all other documents and papers in connection herewith and upon execution the same will create legal and binding obligations on the Borrower enforceable in accordance with their respective terms.
- (t) That in case of default in making repayment of the loan installments or other amounts due from the Borrower in terms of this Agreement, the Bank will have complete liberty to sell, alienate or encumber the Property in any manner whatsoever the Bank deems fit and the Borrower will hand over the vacant possession of the Property without any demur or protest and the Bank will have complete liberty to take possession of the Property;
- (u) That the Borrower will co-operate to the fullest and ensure co-operation of the all the Tenants occupying the Property in the sale, alienation or encumbrance of the Property by the Bank in order to recover the said Loan amount.
- (v) Except with the prior written concurrence of the Bank. the Borrower shall not seek or attempt to further mortgage or charge or seek or attempt to sell, transfer, dispose of or create any third-party rights in or over the Property or any part thereof or otherwise deal with the Property in a manner prejudicial to the interests of the Bank and the Borrower has not entered into any agreement for sale or otherwise with any person or party in respect of the Property;
- (w) That the Borrower shall abide by all the terms and conditions of this Agreement and other documents executed/to be executed by the Borrower.

ARTICLE 7

COVENANTS

7.1 Affirmative Covenants

The Borrower hereby covenants with the Bank that the Borrower shall

- (a) Maintain the Property or ensure that the Owner shall maintain the Property in good and substantial state of repair;
- (b) Notify the Bank of any change in the employment, business or profession of the Borrower within seven days of such change;
- (c) Duly and punctually comply with all the terms and conditions of holding of the Property and all the rules, regulations and bye-laws of the concerned co-operative society, company or any other authority, if applicable and pay such maintenance and other charges, dues and outgoings pertaining to or in respect of the Property or for the use thereof;
- (d) Keep himself/itself acquainted with the rules of the Bank, in force from time to time, in relation to availing of financial facilities from the Bank;
- (e) Abide by the decision of the Bank with respect to the title of the property based on the Legal Scrutiny Report or Valuation or otherwise and shall not dispute the decision of the Bank in this regard
- (f) Insure and keep insured the Property against fire and other customary risks and hazards, for a value as may be required by the Bank, with an insurance company acceptable to the Bank and the Bank shall be made the sole beneficiary under the policy and shall produce evidence thereof to the Bank before _____ day of _____ of every year or whenever called upon to do so; the Borrower agrees that in the event of the Borrower / Owner failing to insure or cause to be insured the Property to the satisfaction of the Bank; the Bank shall be entitled to cause the Property to be insured with an insurance company for all risks that the Bank may in its sole discretion deem fit and to debit the insurance charges to the Loan account of the Borrower;
- (g) Promptly inform the Bank of any loss or damage to the Property due to fire, earthquake, flood, storm, tempest or typhoon or malicious damage or any act of God;
- (h) Notify and furnish to the Bank details of any additions to or alterations in the Property which might be proposed to be made;
- (i) Allow any person authorized by the Bank to have free access to the Property for the purpose of inspection of the Property;
- (j) Promptly give notice to the Bank of;
 - (i) any dispute which might arise between the Borrower and any person or any governmental body or authority relating to or concerning the Property or otherwise;
 - (ii) any distress or execution being levied against the Property;
 - (iii) any material circumstances affecting the ability of the Borrower to repay the Loan or any amounts due to the Bank in manner stipulated herein.
- (k) Do, perform and execute such acts, deeds, matters and things as the Bank may consider necessary either to perfect the security provided for herein or to carry out intent of this Agreement;
- (l) Register the charge created in favour of the Bank, in proper form with the Register of Companies (Applicable in Case of Company);
- (m) Submit, on demand, to the Bank at any times, for the purpose of verification the originals of any / all copies of documents submitted to the Bank;
- (n) Permit the Bank or any authorized representatives or agents of the Bank to inspect all or any of the books or accounts and other records of the Borrower;

- (o) Maintain a debt-equity ratio and a current ratio as stated in the Schedule (Applicable in case of Company);
- (p) Execute all such other agreements, documents, declarations, undertakings as may be required by the Bank at any time during the currency of the Loan;
- (q) Notwithstanding the Borrower suffering any loss due to Riot, Strike or Malicious Acts of men, Terrorism, Armed attacks etc, any Force Majeure or act of God, such as quake, flood, inundation, tornado, storm, tempest, cyclone, hurricane, typhoon, landslide, lava, fire, lightning, explosion/ implosion, the Borrower is not discharged from the liability and the Borrower shall continue to repay the loan alongwith interest, costs, charges and expenses and all other amounts payable under this agreement to the Bank.
- (r) To create in favour of the Bank, Mortgage of the Property on such terms and conditions the Bank may deem necessary and expedient for securing the amounts payable to the Bank and execute any documents and complete formalities may be required by the Bank;
- (s) The Borrower(s) jointly and severally agree to indemnify the Bank from all losses, claims and any losses, claims, damages (consequential, incidental or otherwise) that may occur to the Bank by reason of non availability of khatha / Record of Rights etc., in the borrower's name after disbursement of the loan or for breach of terms and conditions stated in this agreement.
- (t) Provide sufficient balance in his account to fulfill the repayment obligations by way of post-dated cheques / standing instructions under Electronic Clearing System (Debit) / debit to his account.
- (u) Shall be responsible for dishonour of the cheques or failure to effect standing instructions either due to insufficiency of funds or otherwise. In the event of any dishonour of a cheque, without prejudice to the other rights of ING Vysya Bank Ltd., borrower shall be liable to pay a Cheque Bounce Charge or such other amounts as stipulated by the Bank from time to time.

7.2 Negative Covenants

The Borrower further covenants with the Bank that the Borrower shall not;

- (a) Utilize the Loan for any speculative or anti-social or legal or unproductive purpose and the end use of the Loan shall be as per the declaration furnished by the Borrower to the Bank. The Borrower shall furnish detailed statements of end use of the Loan as and when required by the Bank;
- (b) Let out or give on leave and license of otherwise howsoever part with the possession of the Property or any part thereof and ensure that the Owner does not let out; give on leave and license or otherwise part with the possession of the Property;
- (c) Sell, mortgage, lease, surrender or otherwise howsoever alienate or transfer or create any third party interest in the property or any thereof to permit to exist any charge, encumbrance or lien of any kind whatsoever over the property;
- (d) Subject the Property to or ensure that the Property is not subjected to any family arrangement or partition or convert the property or ensure that the Property is not converted to HUF property;
- (e) Enter into any agreement or arrangement with any person, institution or local or Government body for the use, occupation or disposal of the Property or any part thereof.
- (f) Change the residential usage of the Property; provided that if the Property is used for any purpose other than residential purpose, in addition to any other action which the Bank may

take, the Bank shall be entitled to charge and the Borrower shall pay such higher rate of interest as the Bank may, in its discretion, determine in the circumstances of the case;

- (g) Amalgamate or merge the Property with any other property of the Borrower or with any other adjacent property nor create any right of way or any other easement on the Property;
- (h) Stand surety for any person or guarantee the repayment of any loan or overdraft or other obligation of any person;
- (i) Prepay or repay any other loan or financial obligation without first repaying the Loan and other amounts due to the Bank under this Agreement;
- (j) Leave India for employment or business or for long term stay abroad without fully repaying the Loan together with interest and other amounts including prepayment charges as per the rules of the Bank then in force (Applicable in case of firm, individual or sole proprietor);
- (k) Make any change in the constitution, management or existing ownership or control or share capital of the Borrower (Applicable in case of company or firm);
- (l) Alter its share capital or issue any further share (Applicable in case of company);
- (m) dissolve or admit any new partners (Applicable in case of a firm);
- (n) enter into any reconstruction or arrangement or merge or amalgamate with any other company or body corporate or enter into any partnership (Applicable in case of a company or firm);
- (o) execute any Power of Attorney, Indemnity or any other deed, in favour of any third person enabling such person to deal with the Property in any manner;
- (p) Conceal any fact about the defective title or otherwise of the property.
- (q) Make any monetary payment or offer for the same to the selling agent representing the Bank in arranging the loan and shall not hand over original title documents to such selling agents.
- (r) Misrepresent any facts with regard to an existing loan with other Banks/financial institutions for the purpose of effecting a balance transfer to ING Vysya Bank Ltd., or with regard to the title deeds pertaining to such a loan.

ARTICLE 8

REMEDIES OF IVBL

If one or more of the events specified in this Article (hereinafter called "Events of Default") shall have happened, then, the Bank may, by a written notice to the Borrower declare that the principal and all amounts under any agreement or document subsisting between the Bank and the Borrower have become payable forthwith by the Borrower to the Bank and upon such declaration the same shall become due and payable forthwith and the security created in favour of the Bank for the Loan shall become enforceable, notwithstanding anything to the contrary in this Agreement or in any other agreement(s) or instruments and adjust the proceeds of realization for the outstanding dues under the loan and if the realization is sufficient to liquidate the outstanding dues fully under the loan, Bank is entitled to legally proceed against the borrower personally to recover the deficiency of realization proceeds.

8.1 Events of Default

(a) Payment of Dues:

If any default shall have occurred in payment of Pre-EMI interest and/or EMIs or any part thereof and / or in payment of any other amounts or amounts or any part thereof due and payable to the Bank in terms of this Agreement and / or in terms of any other agreement(s) document(s) that may be subsisting or that may be executed between the Borrower and the Bank hereafter;

(b) Performance of Covenants:

If default shall have occurred in the performance of any other covenants, conditions or agreements on the part of the Borrower under this Agreement or any other agreement(s) between the Borrower and the Bank in respect of the Loan or any other loan or overdraft;

(c) Supply of misleading information:

If any information given by the Borrower to the Bank in the Application or otherwise is found to be misleading or incorrect in any material respect or any representation or warranty to in Article 6 is found to be incorrect;

(d) Depreciation of security:

If any property on which the security for the Loan is created depreciates in value to such an extent that in the opinion of the Bank further security should be given and such security is not given;

(e) Sale or Disposal of Property:

If the Property or any part thereof is let out, given on leave and licence, sold, disposed off, charged encumbered or otherwise alienated in any manner whatsoever;

(f) Attachment or Distraint of Property:

If an attachment or distraint is levied on the Property or any part thereof and / or proceedings are taken or commenced for recovery of any dues from the Borrower or the Owner of the Property;

(g) Failure to furnish information / documents:

If the Borrower fails to furnish any information or documents required by the Bank;

(h) Failure to inform Even to Default:

If the Borrower fails to inform the Bank of the happening of any Event of Default or any event which after the notice or lapse of time or both would become an Event of Default;

(i) Non-Payment / Non-renewal of cheque:

If a cheque in respect of any monthly payment is dishonoured;

(j) Non-Delivery of cheques:

If the Borrower fails to deliver post dated cheques in accordance with the terms of the Loan or as and when demanded by the Bank;

(k) Failure to deliver balance confirmation:

If the Borrower fails to sign and deliver to the Bank and balance confirmation of the Loan as and when required by the Bank in the absence of any manifest error in calculation of such statement pointed out by the Borrower within 10 (ten) days after receiving from the Bank;

(l) Security becoming unenforceable:

If any security of guarantee for the Loan becomes in fructuous or is challenged by the Borrower / Guarantor or any other person;

(m) Divorce or Death:

Where the Borrower, or where the Loan has been provided to more than one Borrower, any of the Borrowers is divorced or dies (Applicable in case of an individual);

(n) Cross Default:

If the Borrower makes a default in performance of any of the terms, covenants and conditions of any other loan or facility provided by the Bank to the Borrower;

- (o) **Failure to furnish end use statement:**
If the Borrower fails to furnish to the Bank detailed end use statement of the Loan as and when so required by the Bank within 10 (ten) days of receiving such request from the Bank or;
- (p) **Change in constitution, etc.,**
There is any change in the constitution, management or existing ownership or control of share capital of the Borrower (Applicable in case of a company or firm);
- (q) **Insolvency:**
Where the Borrower is an individual, if the Borrower/ Owner commits an act of insolvency or makes an application for declaring himself an insolvent or an order is passed against the Borrower / Owner declaring him an insolvent/ where the Borrower / Owner is a partnership firm, if the Borrower / Owner is dissolved or a notice of dissolution is given to the Borrower / Owner or any of its partners or if the Borrower / Owner or any of its partners commits an act of insolvency or makes an application for being declared insolvent / or an order is passed declaring it or them or any of them an insolvent / where the Borrower / Owner is a company, if the Borrower / Owner is unable to pay its debts within the meaning of Section 434 of the Companies Act, 1956 or a resolution for winding-up of the Borrower / Owner is passed or any petition for winding-up is filed or any order for winding-up is made against the Borrower / Owner or if a liquidator is appointed in respect of any property or estate of the Borrower / Owner.
- (r) **Involvement in Civil Litigation and Criminal Offence**
If the Borrower or any of the Borrowers is/are involved in any civil litigation or criminal offence.
- (s) **Material Change in End Use or Failure to furnish end use statement:**
If the Borrower diverts the Loan proceeds for purposes other than intended under this Agreement or fails to furnish to the Bank detailed end use statement of the Loan as and when so required by the Bank within 10 (ten) days of receiving such request from the Bank.
- (t) **Dishonor of Cheques/ Failure to Pay:**
- i. If a cheque in respect of any PEMIs/EMIs or any part thereof and/or any other amounts or part thereof is dishonored.
 - ii. If borrower fails to provide sufficient balance in the operative account to meet the repayment of PEMI/EMI through Standing Instruction (SI) Electronic Clearing System (ECS).
 - iii. If the Borrower refuses to make available Post Dated Cheques as required by the Bank and or disputes the penal charges levied additionally by the Bank in the event of dishonour of cheque/s.
- (u) **Alterations and Alienation of Security**
If the Borrower alters the security, sells, disposes of, charges/encumbers, alienates, attaches or restrains the property in any manner without pre-consent of the Bank
- (v) **Deprivation of Security:**
(i) If mortgage could not be created by the Bank by the defective title or otherwise and or due to any fraudulent act. If borrower does not assist the Bank for creation mortgage or execution of any document/letters/undertakings as when demanded by the Bank..

8.2 Notice to IVBL on the happening of an Event of Default

If any Event of Default or any even which, after notice or lapse of time or both would constitute an Event or Default shall have happened, the Borrower shall forthwith give the Bank notice thereof in writing specifying such Event of Default or such event, which after notice of lapse of time or both would constitute an Event of Default and without prejudice to the rights of the Bank under Clause 8:1, upon such notice by the Borrower, the entire principal amount of the Loan together with interest and all other amounts as stated herein shall become due payable forthwith and the Bank shall be entitled to enforce the security and recover the Loan with interest and all other amounts.

8.3 Rights Against Property

In the event of the Bank becoming entitled to enforce the security created in its favour in terms of this Agreement or any security documents then, without prejudice to the rights of the Bank to enforce the security created in favour of the Bank, the Borrower shall authorize the Bank and agrees to cause the Owner to authorize the Bank to do any of the following acts, deeds, matters and things and for the purpose execute necessary writings and Power of Attorney in favour of the Bank;

- (a) to give the Property on lease / licence or any other basis to such person or persons and on such terms and conditions as the Bank may deem fit;
- (b) to obtain and take possession of the Property from the occupant thereof and to use the Property as the Bank deems fit;

8.4 Expenses of Preservation and Collection

All costs incurred by the Bank after an Event of Default has occurred in connection with:

- (i) the preservation of the Property; and
- (ii) the collection of amounts due under this Agreement shall be charged to the Borrower and reimbursed by the Borrower to the Bank.

ARTICLE 9

SECURITISATION

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 to any third party or person as the Bank may decide the Bank's rights, obligations and commitments under this Loan Agreement and all outstandings due to the Bank under this Loan Agreement in any manner, in whole or in part and on such terms as the Bank may decide including assigning to or reserving to the Bank the power to proceed against the Borrower, on behalf of the assignee, in events of default for any amounts due by the Borrower under this Agreement. Any such sale or assignment shall conclusively bind the Borrower and the Borrower shall accept the third party as its sole creditor or creditor jointly with the Bank and in such event the Borrower shall pay the Bank or such creditor or as the Bank may direct the outstanding amounts due by the Borrower under this Agreement. Borrower shall not be entitled to directly or indirectly assign the benefit or obligation of this agreement.

ARTICLE 10

COLLECTIONS / ADMINISTRATION

The Borrower expressly recognizes and accepts that the Bank shall, without prejudice to its right to perform such activities itself or through its officers or employees, be entitled and will 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 power under this Agreement relating to administration of the Loan including the right and authority to collect and receive on behalf of the Bank from the Borrower the EMI and other amounts due by the Borrower under this Agreement and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, contacting the Borrower, receiving cash / cheques / drafts / Mandates from the Borrower and giving valid and effectual receipts and discharge to the Borrower. For the purpose aforesaid, the Bank shall be entitled to disclose to such third parties all necessary or relevant information pertaining to the Borrower and the Loan and the Borrower hereby consents to such disclosure by the Bank.

The Borrower further agrees that in addition to any other right enjoyed by the Bank in the event of the Borrower committing any act of default, the Bank shall be entitled, to disclose to the Reserve Bank of India or any other authority or to any third person, on its being called upon to do so, the name / identity of the Borrower and the fact of having committed any act of default as aforesaid.

ARTICLE 11

CROSS LIABILITY

The Borrower expressly accepts that if the Borrower fails to pay any money due or which may be declared due prior to the date when the same would have otherwise become due or commits any default under this Agreement or any other agreement with the Bank under which the Borrower is enjoying financial / credit facilities with the Bank, then, in such event, the Bank shall, without prejudice to any of its specific rights under this Agreement or the other agreements, be absolutely entitled to exercise all or any of its rights under this Agreement and the other and the other agreements as if an event of default had occurred under this Agreement and the other agreements.

ARTICLE 12

CROSS COLLATERAL

The Borrower acknowledges that in the event of repayment by the Borrower of the Loan and other amounts due under this Agreement but there being any outstandings by the Borrower under any other financial facility availed of by the Borrower from the Bank, then, in such event, the Bank shall not be obliged to release the security created by the Borrower under this Agreement and the Borrower undertakes to extend the security to cover such outstanding financial facility.

The Borrower further acknowledge that in the event of there being any outstanding by the Borrower under this agreement, the Bank shall not be obliged to release the security created by the Borrower for any other financial facility availed of by the Borrower from the Bank and the Borrower undertakes to extend such security to cover the outstanding due under this agreement.

ARTICLE 13

WAIVER

No delay in exercising or omission to exercise, any right, power or remedy accruing to the Bank upon any non performance or default under this Agreement, mortgage deed or any other agreement or document shall impair any such right, power of remedy nor shall it be construed to be a waiver thereof or any acquiescence in such default; nor shall the action or inaction of the Bank in respect of any default or any acquiescence in any default, affect or impair any right, power or remedy of the Bank in respect of any other default.

ARTICLE 14

EFFECTIVE DATE OF AGREEMENT

The Agreement shall be binding on the parties hereto on and from the date of execution hereof, and shall remain in force and effect until all the monies due and payable to the Bank under this Agreement as well as all other agreement(s), document(s) that may be subsisting / executed between the Borrower and the Bank are fully paid.

ARTICLE 15

MISCELLANEOUS

15.1 Place and Mode of Payment by the Borrower

- (a) All cheques or Bank drafts towards payment under this Agreement shall be drawn in favour of the Bank on a scheduled Bank in the town or city where the Office of IVBL is situated or in any other manner as may be approved by the Bank and shall be so paid as to enable Bank to realize the amount sought to be paid on or before the due date of payment. Credit will be given only on realization thereof by the Bank.
- (b) The Bank shall apportion the monies credited to the account of the Borrower with its office as aforesaid towards repayment and payment of the Loan and interest in accordance with the Schedule of amortization and interest payments. Any amount deposited by the Borrower

before the date on which it is to be appropriated by the Bank towards repayment or payment of the amounts due only on its due date.

15.2 Inspection

The Borrower shall permit inspection of all books of accounts and other records maintained by him by the Bank or the person authorized by the Bank.

15.3 Annual Income Statement

The Borrower shall, of his own accord send to the Bank on or before the 30th day of June of every calendar year a statement (in duplicate) of his annual income, the first of such statements shall be made for the period commencing from the date hereof and ending on the 30th day of June of the current or next calendar year, as the case may be, the statement of annual income shall include the Profit & Loss Account and detailed Balance Sheet with annexures for firm/companies. However, the Bank shall have the right to require the Borrower to furnish any information / documents concerning his employment, trade, business or profession at any time and the Borrower shall furnish such information / documents immediately.

15.4 Amendment

Any amendment to this Agreement shall be valid only if made by a written agreement signed by both the parties.

15.5 Cost and Expenses

- (a) The Borrower shall additionally pay, forthwith on demand to the Bank all costs (including legal costs between legal counsel and clients on a full indemnity basis), charges (including stamp duty) and expenses incurred and / or to be incurred by the Bank in connection with the investigation of title of the Property, valuation of the Property, preparation, execution, performance of terms of security documents and other documents and instruments executed in pursuance hereof, creation, enforcement and realization or attempted realization of security under this Agreement, as also charges for Standing Instructions, Electronic Clearing System, Salary Deductions. The Borrower acknowledges that stamp duty is applicable to this Agreement and the security documents and undertakes forthwith on demand to pay or reimburse to the Bank all such stamp duty.
- (b) Without prejudice to the rights of the Bank under Chapter XVII of the Negotiable Instruments Act, 1881 of their rights under this Agreement, the Borrower shall pay to the Bank a charge not exceeding Rs. 500/- for dishonour of any cheque given by the Borrower on the first presentation and a further charge not exceeding Rs. 500/- on dishonour on the second presentation.

15.6 Disclosure

The Borrower hereby agrees as a pre-condition of the loan/advances given to the Borrower by the Bank that, in case the Borrower commits default in the repayment of the loan/advances or in the repayment of interest thereon or any of the agreed instalment of the loan on due date(s), the Bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish the Borrower's name or the name of the company/Society/firm/unit and its directors/Members/partners/ proprietors as defaulter in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit. Accordingly, the Bank shall have the right to furnish and publish the name of the Borrower as defaulter to the Reserve Bank of India or other regulatory authority.

15.7 Assignment

The obligations herein shall bind not only the Borrower but his heirs, legal representatives, executors, administrators and / or as the case may be, its successors. The Borrower shall not be entitled to transfer or assign any of its obligations herein. The Bank may however transfer or assign any of its rights or obligations herein without any approval or consent of the Borrower / Owner. Upon such assignment the Borrower or the Owner shall fulfill and perform all his obligations to such assignee. In accordance with the terms of this Agreement as

it such assignee were the lender herein and shall execute all documents required in this behalf by the Bank. All costs of transfer and assignment shall be borne by the Borrower.

15.8 Sharing of Information

The Borrower hereby authorizes the Bank or its subsidiaries/affiliates and their agents to exchange, share or part with all the information relating to the Borrower’s Loan details and repayment history information and all information pertaining to and contained this Agreement to affiliates/subsidiaries of the Bank(IVBL)/Banks/Financial Institutions/Credit Bureaus / Agencies/ Statutory Bodies as may be required and undertakes not to hold affiliates/subsidiaries of the Bank and their agents liable for use of the aforesaid information. The Borrower also acknowledges that the findings of the title search and valuation etc., which are done as part of sanction process by the Bank are proprietary to the Bank and sole and exclusive property of the Bank,. The Borrower shall have no right to share/access such information.

15.9 Service of Notice

Any notice or request to be given or made by a party to the other shall be in writing. Such notice or request shall be deemed to have been duly received by the party to whom it is addressed if it is given or made at such party’s address specified below or at the address which such party shall have designated by written notice to the other party giving such notice or making such request;

For the Bank :Address of the Branch from where the loan has been availed.

For the Borrower : The Address of the Borrower is given at the end of this Agreement.

Any notice by the Bank to the Borrower shall be deemed to have been received by the Borrower on the expiration of 48 hours after the same shall have been sent by registered post or if delivered personally, or when left at the address of the Borrower as aforesaid. A Certificate by an officer of the Bank who sent such notice that the same was sent shall be final and conclusive. Any notice or request of the Bank who sent such notice that the same was sent shall be final and conclusive. Any notice or request by the Borrower shall be deemed to have been received by the Bank on actual receipt thereof by the Bank.

15.10 Jurisdiction

In the event of any dispute arising under this Agreement the competent Courts in the City where the Concerned Office of IVBL is situated shall alone have exclusive jurisdiction to entertain and try the proceedings arising out of such a dispute and accordingly the parties hereto submit to other exclusive jurisdiction of the said courts.

IN WITNESS WHEREOF the parties hereto have executed / caused to be executed these presents the day and year first hereinabove written in the manner herein after appearing.

For Borrower (s)

Name :

Address :

Signed and Delivered by the Borrower(s)

Mr/Ms/ M/s _____ Sign _____(x)

Mr/Ms /M/s _____ Sign _____(x)

Mr/Ms /M/s _____ Sign _____(x)

In case the borrower is an illiterate and/or the Borrower signing in vernacular language:
Read over and explained to the Borrower in:

_____x

(the concerned language to be inserted)

For the Bank

Signed and Delivered by ING Vysya Bank Ltd)

By the hand of its authorized Signatory :

Mr./ Ms. _____ Sign _____ (x)

SCHEDULE 'A'

I)

Place: _____ **Effective Date of this Agreement:** _____

Address of the Bank's Branch Office: ING Vysya Bank Ltd.

II) BORROWER'S DETAILS

1st Borrower

Mr / Mrs. Name _____

First Name: Middle Name: Last Name:

Father's Name : _____

Residence Address:

Telephone Number:

E- Mail Address:

2nd Borrower

Mr / Mrs / M/s. Name _____

Father's Name : _____

Residence Address:

Telephone Number:

E- Mail Address:

3rd Borrower

Mr / Mrs / M/s. Name _____

Father's Name : _____

Residence Address:

Telephone Number:

E- Mail Address:

4th Borrower

Mr / Mrs / M/s. Name _____

Father's Name : _____

Residence Address:

Telephone Number:

E- Mail Address:

III) Purpose of the Loan

1. Investment in Business
2. Property Purchase/Development
3. Travel
4. Education
5. Loan Transfer
6. Others, please specify _____

IV) Details of the Loan

Amount : Rs. (Rupees _____)

Repayment Period /Tenure : _____ months from the date of creation of Loan account in the records of the Bank

Rate of Interest:

1. Fixed Rate of Interest & Variable/ Floating Rate of Interest : Fixed rate at _____% p.a for 1st Year and _____% for 2nd year and Floating/Variable rate at IVBR plus _____% from the 3rd year onwards

2. Variable Rate of Interest : _____% p.a. (i.e. IVBR at present _____% p.a. plus Spread _____% p.a.)

Number of EMIs : _____

Amount of each EMI : Rs. _____ (Rupees _____)

Disbursement Type : Disbursement by Single shot payment

Disbursement by multiple payments

Maximum Pre-EMI period : _____ months

Date of Commencement of 1st EMI: _____

Due Date of First EMI : _____

Due Date of Last EMI : _____

Note: -

In case of delay or advancement of disbursement of the Loan, the due date of the first EM shall be the first day of the month succeeding the month in which full and final disbursement of the Loan is complete.

V) Schedule of Charges

Part-Prepayment Penalty	3% of amount disbursed if part prepayment is made within 6 months or if the amount of part pre-payment is less than thrice the EMI amount or if part prepayment exceeds 25% of outstanding principal in a financial year.
Foreclosure Penalty	3% (O/s. Principal Bal + Principal Prepayments made during the last twelve months) Foreclosure is not allowed in the first 6 months after full and final disbursal.
Conversion Charge from one scheme to another	1% of the loan outstanding will be collected from the borrower.
Cheque Bounce	Rs.250/=
Delay Payment Interest	@ 2.00% per month on the amount of overdue EMI/(Pre-EMI) will be charged for the number of days the payment gets delayed.
Copying	Rs.500/= per event of Xeroxing Title Deeds
Duplicate Statement	Rs.100/=
Duplicate Interest Certificate	Rs.100/=
Cheque Swap	Rs.500/= per event of Cheque Swap
Cheque collection from customer's place	Rs.250/=
Reissuance of Pay Order	Rs.100/= per event

Property Swap

Rs.10000/= per event of Property Swap within the same project after partial disbursement. If it is a different project, full Processing Fee will be collected and not property swap charge.

Note:

Service tax and other Government levies are applicable at the prevailing rates as per the extant rules of the Government.

Details of Property

Owner's Name : _____
Owner's Father's Name : _____
Owner's Earlier Address : _____
Name of the Building/ Property : _____
Name of the Municipality/ Corporation : _____
Building No. & Flat Number : _____
Location/City : _____
Nearest Landmark : _____

Property Value:

Market Value of the Property: Rs. _____ (Rupees _____)

Security
require in the form

Such security (including mortgage) as the Bank may from time to time and substance acceptable to the Bank.

Guarantors Information

1st Guarantor

2nd Guarantor

Name: _____

Name: _____

Address: _____

Address: _____

Borrower's Receipt for the Bank's Payments

RECEIVED the day and year first hereinabove written, from ING VYSYA BANK LIMITED, the sum of Rs.

_____ (Rupees) _____ by _____ Cheque no.

_____ dt drawn on: _____ favouring

_____ on the Borrower's request.

In witness whereof the Borrower have signed and delivered this Agreement.

SIGNED AND DELIVERED BY

1) Name _____ Sign _____ (x)

2) Name _____ Sign _____ (x)

3) Name _____ Sign _____ (x)

4) Name _____ Sign _____ (x)

TRANSLATION CERTIFICATE

(in case of Illiterate persons and persons who affix signature on documents in vernacular languages)

Mr./Ms./Mrs. _____ executed this day the the following documents in favour of ING Vysya Bank Ltd. _____ Branch/Office.

- 1. Home Equity Loan Agreement dt. _____
- 2.
- 3.
- 4.

The contents of the above documents were read out and explained by me to the executants Mr./Ms./Mrs. _____ in _____ language known and he/she executed the same out of his/her own will after fully understanding the terms contained therein and agreeing thereto and has put his / her Vernacular Signature / Left Hand Thumb Impression on the said documents and also on this certificate.

Name of the Translator Witness

Signatures

- 1.
- 2.

I/We, _____ s/o _____ hereby declare that the contents of the above mentioned documents were read out and explained to me by _____ s/o. _____ and have affixed our Vernacular Signature/Left Hand Thumb Impression after I/We fully understood the same.

Name of the Borrower(s) and Executant(s)

Signatures

/ LTI

- 1.
- 2.
- 3.