

LOAN AGAINST SECURITIES

APPLICATION FORM NUMBER _____

Loan Type : Fresh

☒ Retail-LAS ☐ Promoter-LAS ☐ Retail-LAS Flexi ☐ Pre Approved Combo-LAS ☐ Digital Grid-LAS

(Please complete all sections of this application in CAPITAL LETTERS)

PERSONAL DETAILS - INDIVIDUAL APPLICANT

Applicant Name (Mr. Ms. Mrs.) _____
 Applicant Father/Spouse First Name (Mr. Mrs.) _____
 Applicant Father/Spouse Last Name (Mr. Mrs.) _____
 Mother's First Name (Mrs.) _____
 Mother's Last Name (Mrs.) _____

Self
Attested
Photograph

Sign across the Photograph

CKYC No.

Occupation Type ☐ Business ☐ Professional ☐ Self Employed ☐ Housewife ☐ Service - Public Sector
☐ Service - Private Sector ☐ Service - Government Sector

Date of Birth Gender ☐ M ☐ F ☐ Others Marital Status ☐ Married ☐ Single ☐ Others

Qualification ☐ Graduate ☐ Post Graduate ☐ Professional ☐ Others (Please specify) _____

Identity Documents ☐ Aadhar card ☒ PAN card ☐ Passport ☐ Voter ID

Identity Document No _____

Identity Document Expiry date _____

CONTACT DETAILS OF APPLICANT

Current Residential Address _____

State/U.T _____ Tel. No. _____ Mobile No. _____

Email ID _____ Residing at current residence address since

Residence Occupancy ☐ Owned ☐ Rented ☐ Company Provided ☐ Leased ☐ Others (Please specify) _____

Permanent Address _____

City _____ Pin Code _____

Type of Address Proof submitted ☐ UID/Aadhar Card ☐ Passport ☐ Driving Licence ☐ Voters Identity Card
 (For Current/Permanent Residence Address) ☐ Utility bill ☐ Property or Municipal Tax Receipt
☐ Bank account or Post Office savings bank account statement
☐ Letter of allotment of accommodation from employer issued by State or Central Government departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies.

EMPLOYMENT/BUSINESS DETAILS

Name of the Company/Employer _____

Address of Company _____

City _____ Pin Code _____

_____ Tel. No. _____ Extn. No. _____

Email ID _____ Fax No. _____

Mobile No. _____ Employee No. (Salaried Individuals) _____

Designation _____ Department _____

Gross Salary/Turnover ₹ _____ Net Income/Profit ₹ _____

No. of years in current Job _____ Income from other sources ₹ _____

Constitution of the Business ☐ Govt. Org. ☐ Public Ltd. Co. ☐ Pvt. Ltd. Co. ☐ Partnership ☐ Proprietorship ☐ MNC

☐ Trust ☐ Others (Please specify) _____

Mailing Address ☐ Current Residence ☐ Permanent ☐ Office ☐ Preferred mode of Communication ☐ Email ☐ SMS

Business Entity's financial year closing ☐ March ☐ Other _____ Website _____

PAN/GIR No. _____ ROC Reg No. _____

Service Tax Reg. No. _____ TIN No. _____

Year of Incorporation _____ Nature of Business ☐ Service ☐ Trading ☐ Manufacturing

Constitution of the Business

- | | | | | |
|---|--|--|---|-------------------------------------|
| <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Medical | <input type="checkbox"/> Travel/Tourism | <input type="checkbox"/> Construction/Real Estate | <input type="checkbox"/> Government |
| <input type="checkbox"/> Lawyer | <input type="checkbox"/> Consumer Goods | <input type="checkbox"/> Heavy Engineering | <input type="checkbox"/> Agriculture | <input type="checkbox"/> Transport |
| <input type="checkbox"/> Hotels/Restaurants | <input type="checkbox"/> Information Technology | <input type="checkbox"/> Export/Import | <input type="checkbox"/> Entertainment/Media | <input type="checkbox"/> Textiles |
| <input type="checkbox"/> Banking/Finance | <input type="checkbox"/> Advertisement/Market Research | <input type="checkbox"/> Telecom | <input type="checkbox"/> Other _____ | |

COMPANY DETAILS

Name of the Applicant* (Mr. Ms. Mrs.) _____

Date of Incorporation* ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

ID Document Type* ☐ PAN Card ☐ ROC Registration ☐ TAN No.

Relevant ID No.* _____

Company Type/
Business Constitution* ☐ Proprietorship ☐ Partnership ☐ Private Limited Company

☐ Public Limited Company ☐ Others (Please specify) _____

Preferred Mailing Address* ☐ Office ☐ Registered Office ☐ Site/Factory

Office Address* _____

Self
Attested
Photograph

Sign across the Photograph

Landmark* _____

City* _____ State _____ Pin Code* _____

Tel. No. 1* _____ Tel. No. 2 _____

Email ID _____

Registered Office Details

Same as above* ☐ Yes ☐ No

Registered Office Address* _____

Landmark* _____

City* _____ State* _____ Pin Code* _____

Tel. No. 1* _____ Tel. No. 2 _____

Email ID _____ Website _____

Site/Factory Details

Site/Factory Address* _____

Landmark* _____

City* _____ State* _____ Pin Code* _____

Contact Person

Name* _____

Tel. No. _____ Mobile* _____

Email ID _____

BANK DETAILS

Bank Name _____

Branch and Address _____

City _____ Pin Code _____

STD Code _____ Tel. No. _____ Fax No. _____

A/C Holder's Name _____

A/C Number _____ A/C Type ☒ Saving ☐ Current ☐ OD/CC

MICR Code _____ IFSC Code _____

If Overdraft Limit ₹ _____ No. of Years _____

DP Name 1	
DP ID 1	
Client Name 1	
Client ID 1	

DP Name 2	
DP ID 2	
Client Name 2	
Client ID 2	

DP Name 3	
DP ID 3	
Client Name 3	
Client ID 3	

Loans	<input type="checkbox"/> Consumer Durable	<input type="checkbox"/> Personal Loan	<input type="checkbox"/> LAS	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Infrastructure Financing
	<input type="checkbox"/> Others (Please specify) _____		If yes, details of relationship _____		
Type of Loan	_____		Loan Number _____		
Loan Amount	₹ _____	Tenor _____	Years	EMI ₹ _____	

Name (Mr. Ms. Mrs.)		
Address		
City		
Pin Code		
Tel. No. (R)		
Tel. No. (M)		
Email ID		
Relationship with Applicant		

First Name (Mr. Ms. Mrs.)	Middle Name	Last Name
Mother's First Name (Mrs.)	Middle Name	Last Name

CKYC No.

Occupation Type ☐ Business ☐ Professional ☐ Self Employed ☐ Housewife ☐ Service - Public Sector
☐ Service - Private Sector ☐ Service - Government Sector

Date of Birth Gender ☐ M ☐ F ☐ Others Marital Status ☐ Married ☐ Single ☐ Others

Qualification ☐ Graduate ☐ Post Graduate ☐ Professional ☐ Others(Please specify) _____

Identity Documents ☐ Aadhar card ☐ PAN card ☐ Passport ☐ Voter ID

Identity Document No _____
Identity Document Expiry date _____

Permanent Address _____

City _____ Pin Code _____

Residential Address _____

City _____ Pin Code _____

STD Code _____ Tel. No. _____ Mobile _____

Type of Address Proof submitted (For Current/Permanent Residence Address)

<input type="checkbox"/> UID/Aadhar Card	<input type="checkbox"/> Passport	<input type="checkbox"/> Driving Licence	<input type="checkbox"/> Voters Identity Card
<input type="checkbox"/> Utility bill	<input type="checkbox"/> Property or Municipal Tax Receipt		
<input type="checkbox"/> Bank account or Post Office savings bank account statement			
<input type="checkbox"/> Letter of allotment of accommodation from employer issued by State or Central Government departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies.			

Father/Spouse Name _____

[illegible]

Dependants _____ Qualification ☐ Graduate ☐ Post Graduate ☐ Professional ☐ Others (please specify) _____

Type of Constitution ☐ Proprietorship ☐ Partnership ☐ Pvt. Ltd. ☐ Others (please specify) _____

Relationship with Borrower _____

Self Attested	PAN	_____	
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Photograph	Email ID	
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Signature of Co-applicant _____

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DETAILS OF LOAN REQUIRED

Loan Amount	₹ _____	Tenor in Months	12
Processing Fee	₹ _____	Security Offered	As per BFL Approved List
Purpose of Loan	<input type="checkbox"/> Long Term Investment <input type="checkbox"/> Purchase of Vehicle <input type="checkbox"/> Travel/Holiday <input type="checkbox"/> Wedding/Education <input type="checkbox"/> Others (Please specify) _____ <input type="checkbox"/> Purchase/Renovation of House <input type="checkbox"/> Working Capital Requirement		

INSURANCE NOMINEE DETAILS

Relationship with the Applicant	_____
First Name	_____
Middle Name	_____
Last Name	_____
Residential Address	_____
City	_____ Pin Code _____
Landmark	_____ State _____
STD Code	_____ Tel. No. _____ Mobile _____
Email ID	_____

DECLARATION

I/We hereby apply for Loan Against Shares mentioned in this application.

I/We declare that all the particulars, information and details given/filled in this Application Form are true, correct, complete and up-to-date in all respects. I/We have not withheld any information whatsoever.

I/We confirm that no insolvency proceedings or suits for recovery of outstanding dues or monies whatsoever or properties and/or any criminal proceedings have been initiated and/or are impending against me/us and that I/We have never been adjudicated insolvent by any court or other authority.





I/We have not taken any action and no other steps have been taken or legal proceedings started by or against me/us in any court of law/other authorities for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer or for my/our assets.

I/We declare that I/We have not made any payment in cash, bearer cheque or kind along with or in connection with this Application Form to the person collecting my/our Application Form. I/We shall not hold Bajaj Finance Limited liable for any such payment made by us to the person collecting this Application Form.

I authorise Bajaj Finance Limited and all its group companies and their agents to exchange, share or part with all the information and details related to my/our existing loans and/or repayment history to other Bajaj group companies, banks, financial institutions, credit bureaus, agencies, statutory bodies etc. as may be required or as they may deem fit and shall not hold Bajaj Finance Limited (or any of its groups companies or its/their agents/representatives) liable for use/sharing of this information.

I understand and acknowledge that Bajaj Finance Limited shall have the absolute discretion, without assigning any reasons (unless required by applicable law), to reject my application and that Bajaj Finance Limited shall not be responsible/liable in any manner whatsoever to me for such rejection or any delay in notifying me of such rejection and any cost, losses, damages or expenses, or other consequences, caused by reason of such rejection, or any delay in notifying me of such rejection, of our/my application.

I/We have carefully read and understand or I/We have been explained in English or the vernacular language understood by me/us, the terms and conditions of this Application as well as the terms and conditions of the Loan Documents to be executed by me/us to avail the loan.

		<div style="border: 1px solid black; width: 150px; height: 50px; margin: 0 auto;"></div> <p>Company Seal</p>
		 <p>In case of Non-Individual</p>
_____	SURAT	_____
Date of Application	Place	Signature of Applicant
		
Signature of Co-Applicant (1)	Signature of Co-Applicant (2)	Signature of Co-Applicant (3)
_____	_____	_____
Signature of Co-Applicant (4)	Signature of Co-Applicant (5)	Signature of Co-Applicant (6)

FOR OFFICE USE

Branch Name	_____	Branch Code	_____
Channel Name	_____	Channel Code	_____
Referral Name	_____	Referral Code	_____
Employee Name	_____	Employee Code	_____

DOCUMENTS SUBMITTED

a) Residence/Signature Proof

Residence Proof ☐ Passport ☐ Driving License ☐ Voters ID ☐ Utility Bill ☐ Ration Card ☐ Bank Account Statement
Identity Proof ☐ Passport ☐ Driving License ☒ PAN Card ☐ Govt. ID Card
Signature Proof ☐ Passport ☐ Driving License ☐ PAN Card ☐ Govt. ID Card

b) PAN Card

c) Verification letter from my/our existing banker verifying address, across photograph and signature

d) Two years IT returns and/or Financial Statements

e) Passport Size Photograph

HELP US KNOW YOU BETTER

Your Preferred Language 1) _____ 2) _____
Your Net Monthly Income ☐ < ₹15000 ☐ ₹ 15000 - 25000 ☐ ₹ 25001 - 50000 ☐ ₹ 50001 - 75000
Please tell us about your car ☐ New Car ☐ Used Car ☐ Do not own ☐ > ₹ 75000
Number of cars that you own _____
Price of your car? ☐ < ₹5 Lacs ☐ ₹ 5 - 10 Lacs ☐ ₹ 10 - 15 Lacs ☐ > ₹ 15 Lacs
Month and Year of Purchase
What type of Credit Card do you have? ☐ Platinum/Titanium ☐ Gold ☐ Silver ☐ Others _____ ☐ Do not have
What type of Insurance do you have? ☐ Life ☐ Motor ☐ Medical ☐ Property ☐ Plant and Machinery
☐ Others _____ ☐ Do not have
Have you traveled abroad in the last one year? ☐ Yes ☐ No

DETAILS OF CO-APPLICANT (1)

First Name (Mr. Ms. Mrs.) _____ Middle Name _____ Last Name _____
Mother's First Name (Mrs.) _____ Middle Name _____ Last Name _____
CKYC No.
Occupation Type ☐ Business ☐ Professional ☐ Self Employed ☐ Housewife ☐ Service - Public Sector
☐ Service - Private Sector ☐ Service - Government Sector
Date of Birth Gender ☐ M ☐ F ☐ Others Marital Status ☐ Married ☐ Single ☐ Others
Qualification ☐ Graduate ☐ Post Graduate ☐ Professional ☐ Others (Please specify) _____
Identity Documents ☐ Aadhar card ☐ PAN card ☐ Passport ☐ Voter ID
Identity Document No _____
Identity Document Expiry date _____
Permanent Address _____
City _____ Pin Code _____
Residential Address _____
City _____ Pin Code _____
STD Code _____ Tel. No. _____ Mobile _____
Type of Address Proof submitted ☐ UID/Aadhar Card ☐ Passport ☐ Driving Licence ☐ Voters Identity Card
(For Current/Permanent Residence Address) ☐ Utility bill ☐ Property or Municipal Tax Receipt
☐ Bank account or Post Office savings bank account statement
☐ Letter of allotment of accommodation from employer issued by State or Central Government departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies.

Father/Spouse Name _____

Date of Birth

Dependants _____ Qualification ☐ Graduate ☐ Post Graduate ☐ Professional ☐ Others (please specify) _____

Type of Constitution ☐ Proprietorship ☐ Partnership ☐ Pvt. Ltd. ☐ Others (please specify) _____

Relationship with Borrower _____

PAN _____

Email ID _____



Signature of Co-applicant

Self
Attested
Photograph

Sign across the Photograph

DETAILS OF CO-APPLICANT (2)

First Name (Mr. Ms. Mrs.)	Middle Name		Last Name		
Mother's First Name (Mrs.)	Middle Name		Last Name		
CKYC No.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>				
Occupation Type	<input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> Self Employed <input type="checkbox"/> Housewife <input type="checkbox"/> Service - Public Sector <input type="checkbox"/> Service - Private Sector <input type="checkbox"/> Service - Government Sector				
Date of Birth	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Gender	<input type="checkbox"/> M <input type="checkbox"/> F <input type="checkbox"/> Others	Marital Status	<input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Others
Qualification	<input type="checkbox"/> Graduate <input type="checkbox"/> Post Graduate <input type="checkbox"/> Professional <input type="checkbox"/> Others (Please specify) _____				
Identity Documents	<input type="checkbox"/> Aadhar card <input type="checkbox"/> PAN card <input type="checkbox"/> Passport <input type="checkbox"/> Voter ID				
Identity Document No	_____				
Identity Document Expiry date	_____				
Permanent Address	_____				
City	_____			Pin Code	_____
Residential Address	_____				
City	_____			Pin Code	_____
STD Code	_____		Tel. No.	_____	
Father/Spouse Name	_____				
Date of Birth	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>				
<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto; text-align: center; line-height: 100px;"> Self Attested Photograph </div>	Dependants _____	Qualification			
	Type of Constitution	<input type="checkbox"/> Graduate <input type="checkbox"/> Post Graduate <input type="checkbox"/> Professional <input type="checkbox"/> Others (please specify) _____			
	Relationship with Borrower	<input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Pvt. Ltd. <input type="checkbox"/> Others (please specify) _____			
	PAN	_____			
	Email ID	_____			
					Signature of Co-applicant

Sign across the Photograph**DETAILS OF CO-APPLICANT (3)**

First Name (Mr. Ms. Mrs.)	Middle Name		Last Name		
Mother's First Name (Mrs.)	Middle Name		Last Name		
CKYC No.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>				
Occupation Type	<input type="checkbox"/> Professional <input type="checkbox"/> Self Employed <input type="checkbox"/> Housewife <input type="checkbox"/> Service - Public Sector <input type="checkbox"/> Service - Government Sector				
Date of Birth	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Gender	<input type="checkbox"/> M <input type="checkbox"/> F <input type="checkbox"/> Others	<input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> _____	
Qualification	<input type="checkbox"/> Post Graduate <input type="checkbox"/> Professional <input type="checkbox"/> _____				
Identity Documents	<input type="checkbox"/> PAN card <input type="checkbox"/> Passport <input type="checkbox"/> Voter ID				
Identity Document No	_____				
Identity Document Expiry date	_____				
Permanent Address	_____				
City	_____			Pin Code	_____
Residential Address	_____				
City	_____			Pin Code	_____
STD Code	_____		Tel. No.	_____	
Type of Address Proof submitted (For Current/Permanent Residence Address)	UID/Aadhar Card <input type="checkbox"/> Passport <input type="checkbox"/> Driving Licence <input type="checkbox"/> Voters Identity Card Utility bill <input type="checkbox"/> Property or Municipal Tax Receipt Bank account or Post Office savings bank account statement Letter of allotment of accommodation from employer issued by State or Central Government departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies.				
Father/Spouse Name	_____				
Date of Birth	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>				
<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto; text-align: center; line-height: 100px;"> Self Attested Photograph </div>	<input type="checkbox"/> Graduate <input type="checkbox"/> Post Graduate <input type="checkbox"/> Professional <input type="checkbox"/> Others (please specify) _____				
	<input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Pvt. Ltd. <input type="checkbox"/> Others (please specify) _____				

	Signature of Co-applicant				

Sign across the Photograph

DETAILS OF CO-APPLICANT (4)

First Name (Mr. Ms. Mrs.) _____ Middle Name _____ Last Name _____

Mother's First Name (Mrs.) _____ Middle Name _____ Last Name _____

CKYC No.

Occupation Type ☐ Business ☐ Professional ☐ Self Employed ☐ Housewife ☐ Service - Public Sector
☐ Service - Private Sector ☐ Service - Government Sector

Date of Birth Gender ☐ M ☐ F ☐ Others Marital Status ☐ Married ☐ Single ☐ Others

Qualification ☐ Graduate ☐ Post Graduate ☐ Professional ☐ Others (Please specify) _____

Identity Documents ☐ Aadhar card ☐ PAN card ☐ Passport ☐ Voter ID

Identity Document No _____

Identity Document Expiry date _____

Permanent Address _____

City _____ Pin Code _____

Residential Address _____

City _____ Pin Code _____

STD Code _____ Tel. No. _____ Mobile _____

Father/Spouse Name _____

Date of Birth

Dependants _____ Qualification ☐ Graduate ☐ Post Graduate ☐ Professional ☐ Others (please specify) _____

Type of Constitution ☐ Proprietorship ☐ Partnership ☐ Pvt. Ltd. ☐ Others (please specify) _____

Relationship with Borrower _____

PAN _____

Email ID _____

Self Attested Photograph

Signature of Co-applicant _____

Sign across the Photograph**DETAILS OF CO-APPLICANT (5)**

First Name (Mr. Ms. Mrs.) _____

Mother's First Name (Mrs.) _____

CKYC No.

Occupation Type ☐ Business ☐ Professional ☐ Self Employed ☐ Housewife ☐ Service - Public Sector
☐ Service - Private Sector ☐ Service - Government Sector

Date of Birth Gender ☐ M ☐ F ☐ Others Marital Status ☐ Married ☐ Single ☐ Others

Qualification ☐ Graduate ☐ Post Graduate ☐ Professional ☐ Others (Please specify) _____

Identity Documents ☐ Aadhar card ☐ PAN card ☐ Passport ☐ Voter ID

Identity Document No _____

Identity Document Expiry date _____

Permanent Address _____

City _____ Pin Code _____

Residential Address _____

City _____ Pin Code _____

STD Code _____ Tel. No. _____ Mobile _____

Type of Address Proof submitted ☐ UID/Aadhar Card ☐ Passport ☐ Driving Licence ☐ Voters Identity Card
☐ Utility bill ☐ Property or Municipal Tax Receipt
☐ Bank account or Post Office savings bank account statement
☐ Letter of allotment of accommodation from employer issued by State or Central Government departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies.

Father/Spouse Name _____

Date of Birth

Dependants _____ Qualification ☐ Graduate ☐ Post Graduate ☐ Professional ☐ Others (please specify) _____

Type of Constitution ☐ Proprietorship ☐ Partnership ☐ Pvt. Ltd. ☐ Others (please specify) _____

Relationship with Borrower _____

PAN _____

Email ID _____

Self Attested Photograph

Signature of Co-applicant _____

Sign across the Photograph

This agreement made at _____ on this _____ day of _____ at _____:

AMONG

Bajaj Finance Limited, a non banking finance company, having its Corporate Office at Viman Nagar, Pune, and acting through its branch office at 1st Floor, Plot Number 13, Opposite Maharaja Agrasen Hospital, Rohtak Road, Shakurbasti, New Delhi 110 056 hereinafter called "The Lender" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors in business and assigns, of the FIRST PART;

AND

The Applicant/s described as Borrower in the Schedule I (Part A) hereto who is/are hereinafter referred to as "The Borrower", of the SECOND PART;

AND

The Co-Applicant/s described as Co-Borrower in the Schedule I (Part A) hereto who is/are hereinafter referred to as "The Co-Borrower", of the THIRD PART;

AND

The Guarantor (if any), described as the Guarantor, in the Schedule I (Part A) hereto, who is/are hereinafter referred to as "The Guarantor" or "Security Provider", of the FOURTH PART;

AND

The Share Pledge Trustee, described as the share pledge trustee, in the Schedule of Term(s) hereto, who is/are hereinafter referred to as "Share Pledge Trustee" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the FIFTH PART.

(The Borrower/Co-Borrower/Guarantor/Security Provider are collectively referred to as the "Obligors")

The expression(s) Obligors shall, unless repugnant to the context or meaning thereof, be deemed to mean and include:

- i. In case the Obligors is a company incorporated under the Companies Act, its successors and permitted assigns;
- ii. In case the Obligors is a partnership firm formed under the Partnership Act, 1932, the partners for the time being and the legal heirs, executors and administrators of last such surviving partner;
- iii. In case the Obligors is an individual, his/her respective heirs, administrators and executors;
- iv. In case the Obligors is a Trust, the Trustee or Trustees for the time being and from time to time of the said Trust, the heirs and legal representatives of the Trustee of the said Trust and last surviving Trustee and his or her permitted assigns;
- v. In case the Obligors is a Joint Hindu Family, the members or member for the time being of the said Joint Hindu Family and their respective heirs, executors, administrators, legal representatives successors and permitted assigns;
- vi. In case the Obligors is a sole proprietorship concern, the sole proprietor and his/her heirs, administrators and executors.

WHEREAS upon the request of the Borrower(s), the Lender has agreed to grant/granted a loan of an amount mentioned in the schedule, upon the following terms and conditions;



Signature of Applicant



Signature of Co-Applicant (1)



Signature of Co-Applicant (2)

ARTICLE I

DEFINITIONS AND INTERPRETATION

1. Definitions:

In this Agreement, the following terms shall have the following meanings:

- 1.1 "Agreement" means this loan-cum-pledge-cum-guarantee agreement and shall include Schedule of Terms and all the Documents/Annexure/ Schedules executed pursuant hereto and as amended from time to time
- 1.2 "Availability Period" shall mean the period, as specified in Part A of Schedule of Terms in respect of Term Loan, during which the Term Loan shall remain available for withdrawal
- 1.3 "Bajaj FRR" means the rate of interest fixed by the Lender from time to time as its Floating Reference Rate (FRR). Lender has a right to increase/ decrease the Bajaj FRR based on its internal factors and the same will be notified on the Lender's website. The existing Bajaj FRR is as stated in the Schedule of Terms
- 1.4 "Borrower" means Individual(s)/Trust/H.U.F/Company/Partnership Firm/Sole Proprietorship concern whose name(s) and address(es) is/are stated in the Schedule I (Part A) herein, executing this Agreement as Borrower. In case where the Borrower is more than one person, all of them have agreed to be responsible for the liabilities hereunder, both jointly and severally. Any reference to term Borrower shall mean "Co-Borrower(s)", unless the context requires otherwise
- 1.5 "Conditions Precedent" means each and all of the conditions as stipulated herein and in the Loan Documents, which the Borrower is required to fulfill before any Loan withdrawal is made under this Agreement
"Companies Act" shall mean the Companies Act, 2013 to the extent notified and the Companies Act, 1956 to the extent not repealed.
"Co-Borrower(s)" shall have the meaning assigned to it in the array of Parties.
- 1.6 "Default Interest Rate" means the rate at which the Lender shall compute and apply interest on all amounts not paid when due for payment (or reimbursement) by the Borrower to the Lender, as stated at the time of the withdrawal of a Loan under the Loan which shall be indicated in Schedule of Term(s)
- 1.7 "Demat Account" shall mean demat account opened with the Depository Participant
"Depository" shall have the meaning given to it in Section 2(e) of the Depositories Act, 1996
- 1.8 "Electronic Clearing System" hereinafter referred to as "ECS", shall be deemed to include transfer of funds electronically, either through a message for transfer of funds sent electronically or through image of instrument transfer of funds sent electronically or through an electronic file containing the details of the funds transfer sent by electronic media or payment through cheque or where funds are transferred through various types of plastic cards or such other debit clearing service notified by the Reserve Bank of India, participation in which has been consented to, in writing by the Borrower for facilitating payment of installments
- 1.9 "Event of Default" shall have the meaning set forth in Article V
- 1.10 "Fixed Rate of Interest" means the fixed rate of interest applicable to the Loan, which is subject to review by the Lender from time to time
- 1.11 "Floating Rate of Interest" shall mean the sum of the Spread and Bajaj FRR applied by the Lender to the financial assistance granted by the Lender to the Borrower, as may be decided by the Lender from time to time, pursuant to this Agreement
- 1.12 "Interest Rate" means Fixed Rate of Interest or the Floating Rate of Interest as may be applicable
- 1.13 "Loan" means the amount sanctioned/advanced/disbursed to the Borrower under the Schedule of Terms and unless referred to individually, shall include Term Loan and Revolving Loan
- 1.14 "Loan Balance" means outstanding amount under/in relation to the Loan advanced to the Borrower along with, Interest due, tax, Default Interest and other dues and all amounts payable to the Lender or the Share Pledge Trustee by the Borrower/Security Provider pursuant to the terms of this Agreement and the Loan Documents
- 1.15 "Loan Documents" in respect of the Loan shall mean Security Documents, Powers of Attorney and/or any other deeds, documents or writings as may be required by the Lender to be executed by the Borrower/Security Provider for the purposes of availing the Loan
- 1.16 "Margin" means the required percentage of excess of Securities in value (to be determined solely by the Lender) over the Loan Balance at any point of time
- 1.17 "Margin Call" means a demand by the Lender calling upon the Borrower to provide cash and/or additional Security/Margin acceptable to Lender
- 1.18 "Market Price" shall mean the market price of the Securities obtained from the Stock Exchange, The Association of Mutual Funds in India (AMFI), or from any other source and calculated on real time basis. In context of Securities being Mutual Fund Units the Market Price of the Mutual Fund Units shall be calculated on the basis of the Net Asset Value
- 1.19 "Market Value" means the value of Securities calculated with reference to the previous day's closing price on the Stock Exchange, The Association of Mutual Funds in India (AMFI), or from any other source on real time basis. The Market Value of the Mutual Fund Units shall be calculated on the basis of the Net Asset Value
- 1.20 "Material Adverse Change" means any circumstance or event that might have a material adverse effect on or change (in the judgment of the Lender) on or in respect of (a) the business, operations, property, prospects or condition (financial or otherwise) of the Borrower; or (b) ability of the Borrower to perform its/their obligations under the Agreement or the Loan Documents; or (c) the validity or enforceability of the Agreement/ Loan Documents or the rights or remedies of the Lender hereunder/ Loan Documents; or (d) the international capital or loan market; or (e) the political, financial or economic conditions; and shall also mean and include any event whether domestic or international, which in the opinion of the Lender could adversely affect the Loan
- 1.21 "Mutual Fund" means a mutual fund or funds registered with the Securities Exchange Board of India (SEBI)
- 1.22 "Net Asset Value" or "NAV" means the market value of the assets of the scheme minus its liabilities. The per unit NAV is the Net Asset Value of the scheme divided by the number of units outstanding on the valuation date

1.23 "Mutual Fund Unit" means the interest of the unit holders in a Mutual Fund, which consists of each unit representing one undivided share in the assets of a Mutual Fund

"Obligors" shall have the meaning assigned to it in the array of Parties.

"Participant" shall have the meaning given to it in Section 2(g) of the Depositories Act, 1996

1.24 "Prepayment Charges" shall mean the prepayment charges, intimated to the Borrower and payable by the Borrower in case the Loan is prepaid before the Repayment Date

1.25 "Repayment Date" means the date as such stated in the Schedule of Terms applicable for that Loan on or before which the Loan Balance shall be repayable by the Borrower to the Lender together with the interest, charges and costs thereon

1.26 "Revolving Loan" means the maximum amount sanction/advanced to the Borrower as revolving loan under the Part B of Schedule of Terms

1.27 "Schedule of Terms" means the schedule executed pursuant to this Agreement from time to time intimated by the Lender to the Borrower governing the specific terms and conditions of each Loan

1.28 "Securities" means such marketable shares/debentures/bonds/units of Mutual Funds and other securities as defined in the Securities Contracts (Regulation) Act, 1956, acceptable to the Lender and shall include (wherever the context of this agreement so requires) Mutual Funds or funds registered with Securities Exchange Board of India, and such other securities of a nature and description acceptable to the Lender, which are deposited by the Security Provider with the Lender as Security for the repayment of the Loan

1.29 "Security" means any mortgage, pledge, lien, charge, assignment, hypothecation, encumbrance, lien (statutory or other), preference, priority or other security agreement of any kind or nature whatsoever, or security interest or any other agreement or arrangement (including, without limitation, any conditional sale or title transfer and title retention arrangements, any financing or similar statement or notice filed under any recording or notice statute) having a similar effect created in favour of the Lender OR Share Pledge Trustee for securing the repayment of the Loan. The term Security, wherever the context so requires, shall include the Guarantee, the Margin and other forms of Security and which is more particularly described in Article of this Agreement

1.30 "Security Documents" means this Agreement and all other deeds, memoranda, documents and all other instruments, by whomsoever executed, by which security is created in favour of the Lender

1.31 "Security Provider" means and includes any party creating pledge of Securities in the favour the Lender or the Share Pledge Trustee as a Security for the repayment of the Loan Balance in the manner provided in this Agreement and Schedule(s) of Terms and the relevant Security Documents

1.32 "Security Trustee Agreement" means the security trustee agreement entered into, between parties for appointment of the Share Pledge Trustee as may be amended, modified and/or supplemented from time to time

1.34 "Share Pledge Trustee" means share pledge trustee as mentioned in the Schedule of Terms and acting as a trustee on behalf of the Lender and holding the Security on behalf of the Lender

1.35 "Spread" means the spread/margin as mentioned in the Schedule of Terms and as may be decided by the Lender from time to time

1.36 "Standing Instructions" hereinafter referred to as "SI" means written instructions given by the Borrower(s) to the Lender to debit the account of the Borrower(s) maintained in a bank acceptable/approved by the Lender [This definition is not used]

1.37 "Stock Exchange" means the stock exchange where the Securities are listed and traded

1.38 "Term Loan" means the maximum amount sanction/advanced to the Borrower as Term Loan under the Part A of Schedule of Terms

1.39 "Working Days" means a day on which the Lender or its Delhi branch is open for business

2. Interpretation:

2.1 The headings and bold typeface are inserted for convenience only and shall not affect the construction of this Agreement

2.2 Unless the context requires otherwise, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neuter genders

2.3 The term "Parties" shall mean and include all the parties/signatories to this Agreement and the term "Party" shall mean any one of them

2.4 The terms "hereof", "herein", "hereby", "hereto" and "derivative" or similar words refer to this entire Agreement or specified clauses of this Agreement, as the case may be

2.5 Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions

2.6 Time is of the essence in the performance of the Obligors' respective obligations. If any time period specified herein is extended at the sole discretion of the Lender, such extended time shall also be of the essence

2.7 If a clause in this Agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of the provisions in this Agreement

2.8 This Agreement containing the terms and conditions in respect of the Loan shall be read along with the concerned Loan Documents (which includes the relevant Schedule of Terms and the Security Documents) executed by the Borrower at the time the Borrower actually avails of the Loan /Loans

2.9 The general provisions stated in this Agreement, shall apply to all Loans so far as they may be applicable. It is hereby expressly clarified and understood by the Borrower that where any of the general provisions are not applicable to the concerned Loan, the same shall be ignored and will not affect the terms and conditions pertaining to that concerned Loan and/or the Loan Documents

2.10 The Schedule of Terms shall be read in additions to and not in derogation to the terms and conditions contained in this Agreement

2.11 Part A and Part B of the Schedule of Terms are mutually exclusive and if any of the part is made not applicable to the present Agreement then it should be construed accordingly

Reference to an "amendment" includes a supplement, modification, replacement or re-enactment and "amended" is to be construed accordingly

A reference to "assets" include all properties whatsoever both present and future and title of every description



Signature of Applicant



Signature of Co-Applicant (1)



Signature of Co-Applicant (2)

A reference to “encumbrance” includes a mortgage, charge, lien, pledge, hypothecation, security interest or any lien of any description whatsoever

Unless otherwise specifically provided herein, a reference to an Article or Schedule is, unless indicated to the contrary, a reference to a article or schedule to this Agreement

The words “other”, “or otherwise” and “whatsoever” shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to

References to the word “includes” or “including” are to be construed without limitation

All references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time

Any reference to a public organisation shall be deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over the functions or responsibilities of such public organization

Words and abbreviations, which have, well known technical or trade/commercial meanings are used in the Agreement in accordance with such meanings

Any consent, approval, determination, waiver or finding to be given or made by the Lender shall be made or given by the Lender in its sole discretion except as specifically provided for in this Agreement

In the event of any disagreement or dispute between the Lender and the Borrower regarding the materiality 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 Lender as to the materiality of any of the foregoing shall be final and binding on the Borrower

ARTICLE II

TERMS OF THE LOAN

1. Amount of Loan

- 1.1 In consideration of the Lender providing and/or agreeing to provide the Loan against Shares to the Borrower, the Borrower hereby agrees to enter into this Agreement which sets out the general terms and conditions applicable to the Loan
- 1.2 Upon the execution of this Agreement and satisfactory compliance of the Conditions Precedents, the Borrower shall be eligible to avail the Loan made available by the Lender within such limits as may be prescribed by the Lender, and subject to the terms and conditions of this Agreement. If the Loan availed by the Borrower is in tranches then each withdrawal under the tranche shall for the purposes of this document shall constitute the “Loan”
- 1.3 Upon execution of a Schedule of Terms pursuant to this Agreement, the Loan provided thereunder shall be deemed to have been provided pursuant to this agreement and the terms and conditions of this Agreement together with the Loan documents shall govern the terms and conditions of such a Loan
- 1.4 The Loan may be granted to the Borrower as a) Term Loan OR as b) Revolving Loan and specified in Part A or Part B of the Schedule of Terms as applicable
- 1.5 (a) Specific terms relating to the Term Loan
 - i. The following terms shall be read in conformity of Part A of Schedule of Terms
 - ii. The Borrower shall not, without the approval of the Lender, be entitled to prepay the outstanding amount of any Term Loan or the Loan or any part thereof before the tenure of the Loan. The Lender may at its discretion give approval subject to the Borrower fulfilling any terms and conditions as may be stipulated
 - iii. In case the Lender approves for the prepayment and the Borrower prepaying the Loan, the Borrower shall be liable to pay prepayment charges as intimated by the Lender. All prepayment shall be in the inverse order of maturity
 - iv. The Borrower shall not re-borrow the amount that is repaid under the Term Loan. In case the Borrower requires additional loan any disbursement by the Lender to the Borrower shall be treated as a new Loan
 - v. [Covered in the definition and Schedule of Terms]
- (b) Specific terms relating to the Revolving Loan
 - i. The following terms shall be read in conformity of Part B of Schedule of Terms
 - ii. Repayment and Re-borrowing
 - iii. The Borrower shall repay the entire Loan/Loan Balance on the date as specified in Part B of the Schedule of Terms
 - iv. Loan once disbursed can be repaid at anytime on or before the Repayment Date during the tenure of the Loan at the sole discretion the Borrower
 - v. The Loan once disbursed and availed by the Borrower as a Revolving Loan can be re-borrowed by the Borrower only at the sole discretion of the Lender

2. Loan

- 2.1 Any withdrawal under the Loan shall be subject to the Borrower satisfying the Conditions Precedents as specified in this Article and not being in breach of any of the terms and conditions of this Agreement
- 2.2 The withdrawal of the Term Loan shall be made before the lapse of Availability Period mentioned in Part A Schedule of Terms
- 2.3 At the time of availing any of the Loan, the Borrower shall be required to execute the relevant Loan Documents and/or any other deeds, documents or writings as may be required by the Lender at the time of sanctioning the Loan. The Borrower shall also comply with specific terms and conditions applicable to the concerned Loan and contained in this Agreement and the Loan Documents relating to a relevant Loan
- 2.4 Notwithstanding anything contained in this Agreement, the amount of the actual Loan would depend upon the value of the Securities pledged/ agreed to be pledged and thereafter from time to time, at the time of grant of the Loan. The valuation of the Securities, Margin money and the amount of the Loan would be the exclusive decision of the Lender and will be binding on each Obligor. The amount of the Loan disbursed is repayable unconditionally on demand at the Lender’s absolute discretion
- 2.5 It is also agreed by the Borrower hereto that in the event the Lender refuses to grant any Loan to the Borrower, the Lender shall not be required to provide

any reasons thereof nor shall the Lender be liable for any damages to the Borrower by reason of the Lender's refusal to grant any Loan to the Borrower

3. Conditions Precedents:

3.1 The Borrower shall not avail from the Lender any Loan, unless the Borrower shall have complied with the following:

- i. The Securities are available in dematerialised form
- ii. Obligors shall have created Security with the Lender in the manner and form as stipulated by the Lender
- iii. [Covered in (ix)]
- iv. The Borrower's application for the Loan in the prescribed form duly completed in all respects is received by the Lender
- v. Deposit of the Margin by the Borrower with the Lender as stipulated in the respective Schedule of Terms
- vi. The Borrower undertakes to comply with the Margin Call(s) made by the Lender from time to time
- vii. Execution by the Borrower and/or the Obligors, as the case may be, of this Agreement, Loan Documents, Security Documents and such other documents as may be specified by the Lender. The Borrower undertakes to execute such other documents as may be specified by the Lender in the form and manner acceptable to the Lender at any time during the continuance of the Loan
- viii. The Borrower undertakes to execute the relevant Schedules of Terms, the Loan Documents, powers of attorney and/or any other deeds, documents or writings as may be required by the Lender at the time of sanctioning of the Loan or at anytime during the continuance of the Loan
- ix. The Security Provider undertakes to abide by the Terms of Guarantee as stipulated in Clause 7 of Article III in this Agreement and/or respective Schedule of Terms
- x. Representation by the Borrower that the Borrower has not committed a breach of any of the terms and conditions of this Agreement
- xi. The Borrower is in compliance and shall comply with all applicable legal and regulatory requirements for availing of the Loan from the Lender
- xii. No other Event of Default and/or Material Adverse Change has occurred or is likely to occur
- xiii. Borrower has duly executed irrevocable and unconditional power of attorney in favour of the Lender in such form as required by the Lender

4. Repayment and Recall of the Loan

- 4.1 The Borrower undertakes to repay to entire "Loan Balance" on the Repayment Date as mentioned in the relevant Schedule of Terms
- 4.2 The Borrower undertakes to pay to the Lender the Pre-Payment Charges in accordance with the Schedule of terms in case the Borrower repays the Loan before the Repayment Date
- 4.3 If the a payment under this Agreement and Loan Documents is due on a day happens to be a public holiday, being a public holiday under Section 25 of the Negotiable Instrument Act, 1881 (26 of 1881) in Delhi, that payment shall be made on the immediate preceding day
- 4.4 Without limitation or prejudice to the rights of the Lender under this Agreement, the Loan shall be repayable in full forthwith by the Borrower in the event of Borrower's failure to:
 - i. comply with any of the requirements under this Agreement or breach of any provisions hereof;
 - ii. pay any Interest when due to the Lender; or
 - iii. pay any amount when due to (a) the Lender under any other agreement; or (b) any other person
 - iv. Failure to maintain or provide Margin, when called upon by the Lender
 - v. An Event of default, as specified in Article V has occurred
- 4.5 The Borrower also agrees that the Loan is repayable unconditionally on demand made by the Lender at the Lender's absolute discretion and without giving any reasons whatsoever. The Lender would give Three (3) Working Day(s) notice to the Borrower to repay the Loan together with all amounts due including interest accrued, charges, dues, levies, expenses, claims, costs and fees thereon or otherwise in relation to this Agreement till the date of actual realisation. Upon receipt of such notice the Borrower shall forthwith repay the Loan
- 4.6 It is specified that the repayment schedule(s) for each Loan is without prejudice to the Lender's rights to recall the entire Loan Balance and to demand payment of the amounts due to the Lender under the Loan or the Loan Balance, as the case may be
- 4.7 The Borrower hereby agrees that the amount mentioned in the notice issued by Lender as due and payable by the Borrower shall be final and binding on the Borrower. The Borrower further agrees and accepts that the Lender's account of sale and realisation shall be a sufficient proof of amounts realised and relative expenses incurred shall pay on demand any shortfall to the Lender
- 4.8 Upon the expiry of the period of notice, or if no notice is required to be given, the amounts due under the Loan or the Loan Balance, as the case may be shall immediately stand repayable by the Borrower to the Lender and the Security shall immediately become enforceable
- 4.9 Any tax levied by any authority whether payable by the Lender or paid by Lender on behalf of the Borrower or otherwise shall be paid by the Borrower to the Lender in addition to the Interest

5. Conditions subsequent to disbursement of Loan(s)

- 5.1 The Borrower shall comply with the Margin Call(s) made by the Lender from time to time
- 5.2 The Obligors agree that all accretion to the said Securities byway of dividend, interest, bonus, right shares, conversion, warrants and other benefits from time to time accruing in respect of the said Securities or any part thereof shall be deemed to be pledged with the Lender OR Share Pledge Trustee and the Obligors agree that there is no need for signing any additional supplementary pledge/document in this respect
- 5.3 The Borrower shall execute the relevant Schedules of this Agreement, the Loan Documents, power of attorney and/or any other deeds, documents or writings as may be required by the Lender at anytime during the continuance of the Loan
- 5.4 Upon the execution of this Agreement, the Borrower shall be eligible to avail the Loan, within such limits as may be prescribed by the Lender in the

Schedule of Terms, and subject to the Borrower fulfilling, and otherwise not being in breach of, any of the terms and conditions of this Agreement and any other conditions notified from time to time

- 5.5 The Borrower agrees and undertakes that at any time during the continuance of this Agreement the Lender or Share Pledge Trustee may require the Obligors to replace/substitute of all or any portion of the Securities with new securities which are approved and acceptable to the Lender. The Borrower undertakes for itself and on behalf of the other Obligors to comply with any/all such request of the Lender at any time during the continuance of this Agreement
- 5.6 During the continuance of the pledge of the Securities, and until a default has occurred, all voting rights in respect of the said Securities shall be exercisable by the Borrower(s)/Security Provider(s) in a manner which is not prejudicial to the interest of the Lender or Share Pledge Trustee. On the happening of an Event of Default, the same can only be exercised by the Lender or Share Pledge Trustee, including cash corporate actions, viz. dividend, buyback proceeds etc. In case such cash receipts are directly received by the Borrowers, the Borrowers hereby agree and bind themselves to immediately remit to the loan account without being called for by the Lender or Share Pledge Trustee

6. Loan Disbursement/Drawdown

- 6.1 The Loan may be availed by the Borrower in one or more installments as may be decided by the Lender and as specified in the Schedule of Terms. Each drawdown shall be subject to the Borrower complying with the provisions of the Loan Agreement before availing each Loan
- 6.2 The Lender may disburse the Loan vide loan disbursement cheque/transfer instruction/RTGS

7. Interest

- 7.1 The Lender shall charge interest on Loan at the Interest Rate as specified under the Schedule of Terms. The interest, at the option of the Lender may be payable upfront ("advance interest") or periodically as specified in the Schedule of Terms or at the time of repayment of the Loan or partly in each of the aforesaid methods
- 7.2 The Lender shall be entitled to revise the Interest Rate quarterly or at any time and from time to time as per its policy, market conditions and/or applicable laws and regulations, if any, during the tenor of the Loan at its sole discretion. The Lender shall inform the Borrower about the variation in the Interest Rate in the due course.
- 7.3 Interest would be calculated from the date of the Loan drawn/disbursement cheque/transfer instruction/RTGS. The Lender would not be responsible for any delay on the part of the Borrower to collect and/or deposit the cheque or otherwise
- 7.4 Upon any default in payment of dues and/or default in rectifying the deficiencies in Margin as mentioned in Schedule of Term(s) of this Agreement, the Borrower would be liable to pay an additional interest which will be computed at Default Interest Rate stated in the applicable Schedule of Term(s) on the entire Loan payable from the date of default till date of receipt of payment of the Loan/rectification of the Margin by the Lender, without prejudice to the Lender's other rights available under this Agreement and in law

8. Other Dues

- 8.1 The Borrower also undertakes to pay to the Lender, loan processing charges, service charges (if any specified in Schedule of Terms, all expenses and charges incurred or which may be incurred by the Lender in relation to this Agreement, costs incurred by the Lender for an off-market transaction and the security envisaged herein including stamp duties, entry loads, exit loads and other loads (by whatever name called), document charges, legal fees, holding costs, charges of dematerialisation including all the charges payable to the Depository Participant for opening and operating a securities account, expenses for invoking pledge and all other expenses, registration charges, court fees and all other expenses for enforcement of the repayment or of dues or Default Interest, including the costs of enforcement, sale, realisation, attempted enforcement, sale, realisation or which are/may be incurred in any other manner whatsoever by the Lender or any agent of the Lender or the Share Pledge Trustee in pursuance of this Agreement or any other document in relation to the Loan and these expenses and charges shall be regarded as and shall constitute dues from the Borrower to the Lender and the Borrower shall pay them forthwith as and when and in the manner they are demanded by the Lender by means of a letter or invoice. In case of default in making such reimbursement in accordance with this section within 7 (seven) Working Days from the date of notice of demand, the Borrower shall also pay on the defaulted amounts, interest at the Default Interest Rate from the expiry of 7 (seven) Business Days from the date of notice of demand till reimbursement

9. General

- 9.1 The Borrower acknowledges that the rates of Interest and of Default Interest Rate agreed to by the Borrower are/will be reasonable and the Default Interest Rates represent the pre-estimates of loss expected to be incurred by the Lender due to the non-payment of dues by the Borrower. The Borrower acknowledges that the Loan is a commercial transaction and specifically waives any defence under usury or other laws relating to or restricting interest

ARTICLE III

SECURITY, MARGIN AND TERMS OF GUARANTEE

1. Security

- 1.1 Each Loan/Loans shall be secured by any or all of the following ("Security"):
- Securities offered as Security, including without limitation the Securities hereby pledged by the Obligors;
 - Securities/cash deposited for fulfilling Margin requirements;
 - Guarantees, (if any) executed in favour of the Lender;
 - Demand Promissory Note executed by the Borrower; and
 - Any other Security/collateral as may be accepted by the Lender
- 1.2 Each Obligor shall also execute and submit to the Lender or Share Pledge Trustee in the manner as specified by the Lender or Share Pledge Trustee, such security along with necessary documents for creation of the Security
- 1.3 In order to secure the due payment by the Borrower of the dues to the Lender under this Agreement and the performance by the Borrower of its obligations under this Agreement, the Borrower and/or Security Provider hereby pledge the Securities as mentioned in the Schedule II in favour of the Lender and/or the Share Pledge Trustee and if required by the Lender, the Obligors shall pledge in favour of the Lender or Share Pledge Trustee such Securities as are acceptable to the Lender and/or Share Pledge Trustee and described in the Schedule of Terms/Schedule/Security Documents to be executed in this behalf by the Security Provider, by:



Signature of Applicant



Signature of Co-Applicant (1)



Signature of Co-Applicant (2)

- i. having delivered and/or hereafter delivering to the Lender or Share Pledge Trustee, as and by way of pledge the certificate/documents of title together with duly executed transfer deeds in respect of such Securities; and
 - ii. In case the Borrower is willing to invest in mutual fund units, a letter in prescribed form from the mutual fund that it will mark the Lender's or Share Pledge Trustee's lien on the units to be subscribed by the Borrower
 - iii. doing such acts, deeds and executing such documents as may be required under the provisions of the Depositories Act, 1996, regulations made thereunder and other rules, regulations and bylaws of the concerned depository for creating a pledge in favour of the Lender or Share Pledge Trustee in respect of such dematerialised Securities from time to time
- 1.4 In case the Securities are held jointly by the Borrower and the Security Provider the Lender or Share Pledge Trustee may require that the Schedule of Term(s) and/or the Schedules in respect of such Securities shall be executed by the Borrower as well as the Security Provider
 - 1.5 The Obligors acknowledge/s and confirm/s that the Lender shall hold the pledge over the Securities in accordance with the terms of the Depositories Act and the Depositories and Participants Regulations, 1996 ("D&P Regulations"), as amended from time to time
 - 1.6 The rights, powers and duties of the Share Pledge Trustee shall be governed by the Security Trustee Agreement dated
 - 1.7 the Obligors undertakes that in case the Securities forming part of the Security is banned, suspended or prohibited from trading or from being listed in the stock exchange, the Security Provider shall immediately replace such Securities with Securities that are acceptable to the Lender
 - 1.8 The Borrower(s) acknowledge/s that the Loan will be made available only after the Lender shall have received intimation from the Participant in terms of Regulation 58(4) of the D&P Regulations to the effect that the Depository has made an entry in its records of the creation of the pledge/ marking of lien in favour of the Lender
 - 1.9 In case the Lender and/or Share Pledge Trustee invokes the pledge, the Obligors unconditionally agrees that the Lender may without prejudice to its other rights in law as pledgee, be entitled to have itself registered as beneficial owner of the Securities in the records of the Depository
 - 1.10 The Borrower shall, if so required by the Lender, deliver post-dated cheques/ECS to the Lender for the due repayment of the Loan and interest thereon. Such cheques/ECS shall be deemed to have been given for adequate consideration received by the Borrower and shall not absolve the Borrower from his liability to pay the said sums hereunder until the cheque/ECS is duly realised. The Borrower shall maintain adequate balance for realisation of the cheques/ECS on their due dates for payment. It is expressly agreed and understood that the Borrower shall at no time close the bank accounts from which the said cheques ECS have been issued or issue any communication to the Lender for stopping or postponing the presentment of the said cheques/ECS and the Lender is not bound to take notice of any such communication and which, if issued, will be regarded as a dishonour of the cheques ECS drawn. The Borrower agrees that if any amounts are outstanding for payment by the Borrower (not being the Loan or interest thereon) including on account of the amounts disbursed under other Loan or Indebtedness of the Borrower, the Lender shall be entitled to encash the post dated cheques ECS deposited with it for the satisfaction of such outstanding amounts notwithstanding that the post dated cheques ECS have been deposited for repayment of a Loan and interest thereon and the Borrower shall continue to be indebted to the Lender for the Loan or interest, as the case may be. The Lender would not be responsible for any **delay on the part of the Borrower to collect and/or deposit the cheque or otherwise**

2. Margin of Security

- 2.1 So long as there exists any Loan Balance due from the Borrower to the Lender, the Lender may require the Borrower to maintain or cause to maintain with the Lender or Share Pledge Trustee at all times a Margin of such percentage as stipulated in the Schedule(s) of Terms consisting of Securities acceptable to the Lender. The computation of the value of the Securities shall be based on the "Market Price"
- 2.2 The Lender may calculate the Margin in respect of each Loan separately or collectively, in respect of the Loan

3. Additional security

- 3.1 In the event that the Market Value (or net asset value, in the case of units) of the Security falls, or under any other circumstances, if the Lender deems fit, the Lender shall serve upon the Borrower a written notice demanding additional security by way of cash payment and/or delivery of further Securities, being Securities of companies/mutual funds/entities acceptable to it or any other Security as approved by the Lender and the Borrower undertakes that within 1 (one) day from the receipt of the notice from the Lender, the Borrower shall make up the difference either by payment in cash to the Lender or by causing the delivery to the Lender of additional Securities, acceptable to the Lender, of the value necessary to make up the difference
- 3.2 The Security Provider shall also execute and submit to the Lender, such security along with necessary documents for creation of the security. Notwithstanding that no Event of Default as enumerated under Article V has occurred, the Lender will also have the option to sell/transfer any portion of the Securities and apply the amount realised towards liquidation of part of the Loan Balance or the Loan balance, so as to maintain the Margin referred to in the Schedule(s) of Terms attached hereto.
- 3.3 Notwithstanding the above, all further or other Securities which shall/may be pledged with the Lender/Share Pledge Trustee as well as other accretions, entitlements and benefits in respect of the Securities which the Lender is entitled to, including without limitation all bonus shares, dividend, interest, preferential entitlements and so on shall be deemed to be pledged in favour of the Lender/Share Pledge Trustee pursuant to this Agreement without any further act, instrument or deed and the terms and conditions of this Agreement shall mutatis mutandis apply to such accretions as if they had originally been pledged with the Lender pursuant to this Agreement
- 3.4 If by error or otherwise any of the Securities or any accretion or entitlements in respect thereof come to the possession of the Borrower and/or the Security Provider without the authority of the Lender, then the Borrower and/or Security Provider, as the case may be, shall forthwith deliver such Securities to the Lender or Share Pledge Trustee and until the Borrower or Security Provider so delivers such Securities to the Lender or Share Pledge Trustee, he/she/it/they shall hold such Securities in trust and for the benefit of the Lender

4. Right of immediate sale

- 4.1 Notwithstanding anything contained in Article III, if the value of the Margin falls to or below the percentage specified in the Schedule(s) of Terms or below, notwithstanding any notice given for making up the Margin, the Lender is hereby empowered immediately and without reference to the Borrower to dispose of the Securities by sale or otherwise and forthwith transfer the proceeds to the Lender towards liquidation of Loan Balance or the Loan Balance, as the case may be. In the event that the Lender is unable to dispose of the Securities by sale on the Stock Exchange or by repurchase by the mutual fund (as the case may be) for any reason, the Lender may dispose of the Securities by way of an "off-market transaction" (disposal through a private sale) and all the costs incurred by the Lender for an off-market transaction shall be reimbursed by the Borrower

5. Appropriation under Loan

- 5.1 The amounts paid by the Borrower under one or more Schedule(s) of Terms may, at the discretion of the Lender, be appropriated by the Lender towards amounts payable by the Borrower under other Schedule(s) of Terms. Further, notwithstanding the payment of the Loan Balance under one or more of the Schedule(s) of Terms, the Lender shall always have the power to sell/transfer or otherwise dispose of any and all Security created in favour of the Lender or its agent in respect of that/those Loan Balance, and appropriate the same towards satisfaction of amounts due to the Lender on account of Loan balance(s) in respect of other Loan

6. Other provisions relating to Security

- 6.1 Security may be created, either by the Borrower or with the permission of the Lender, by any Security Provider
- 6.2 The Security Provider in his capacity as a Guarantor shall abide by the terms of guarantee as provided in this agreement
- 6.3 In the absence of specific Security Documents, letters or other written communication in this specific connection between the Lender and the persons creating the Security shall be considered to be and shall form part of this Agreement
- 6.4 The Lender may require the Security Provider to, at the time of delivery of Securities, execute such Security Documents as the Lender may prescribe
- 6.5 The Lender may assent, at any time during the continuance of this Agreement, to the replacement/substitution of all or any portion of the Securities with new securities acceptable to the Lender
- 6.6 On occurrence of an Event of Default, the Lender may, at the Lender's discretion, hold the Security in their own name and account or in the name and account of the Security Provider and may whenever they deem necessary require the Security Provider to transfer the Securities in their name and account. The Lender shall, at anytime during the tenure of the Agreement, be entitled to transfer the Security in their own name and account
- 6.7 This Agreement shall be enforceable against the Obligors notwithstanding that any negotiable instrument and/or security may be outstanding or available
- 6.8 Nothing in this Agreement shall be construed as limiting, restricting, making void or otherwise negating any right of set off in favour of the Lender existing or arising in common law, by statute or otherwise howsoever
- 6.9 The Obligors undertake that it will not stop the transfer of the Securities to the name of the Lender or the Share Pledge Trustee or its nominee or third party to whom the Securities may have been sold by the Lender in enforcement of the pledge
- 6.10 The Lender may in sole discretion release and/or permit withdrawal of any of the Securities from any of the pledges and deliver the same to the Borrower on such terms and conditions as the Lender may think fit to impose

7. Terms of Guarantee

- 7.1 Guarantee
- i. In consideration of the Lender granting the Loan to the Borrower on the terms and conditions appearing in this Agreement, the Guarantor, hereby irrevocably and unconditionally guarantees the due and discharge of all the Borrowers' liabilities to the Lender and the due payment/repayment of the Loan and the performance of the obligations of the Borrower under to this Agreement
 - ii. In consideration of the Lender agreeing to grant the Loan, in accordance with this Agreement, the Guarantor hereby irrevocably and unconditionally guarantees to pay to the Lender on demand and without any demur or protest all monies and discharge all obligations and liabilities whether actual or contingent now or any time hereafter due, owing and incurred to the Lender by the Borrower together with interest (after or including interest before any demand or judgment) to date of payment at such rates and upon such terms and all fees, cost, charges and expenses as may from time to time be payable by the Borrower in terms hereof
- 7.2 Guarantor's Undertakings: The Guarantor in consideration of the Lender agreeing to grant the Loan to the Borrower agrees and undertakes
- i. That the Guarantor's liability is co-extensive with that of the Borrower and as between the Lender and the Guarantor, the Guarantor to be considered as principal debtor to the Lender for all amounts payable to the Lender under this Agreement. The Guarantor hereby agrees to keep the Lender fully indemnified against all damage, loss, costs and expenses arising from any failure of the Borrower to carry out any such purported obligation or liability
 - ii. As the principal Obligor to observe and perform the terms and conditions of this Agreement and also hereby guarantees the due performance and observance thereof by the Borrower and further agrees to pay on demand (and without any demur or protest) any monies due or which become payable under this Agreement (and not paid or capable of being paid by the Borrower), either by way of installments or damages, costs, fees or delayed payment charges or other amounts payable to the Lender under this Agreement
 - iii. The Guarantor agrees that the guarantee provided shall be absolute, irrevocable, continuing and the obligations of the Guarantor under the same is co-extensive with that of the Borrower and as between the Lender and themselves they are to be considered as principal debtors to the Lender for all Borrower's dues. The Guarantor hereby agrees to keep the Lender fully indemnified against all damage, loss, costs and expenses arising from any failure of the Borrower to carry out any such purported obligation or liability. The Guarantor further agrees that the Lender shall be at liberty to make variations in this Agreement without any notice to or having to obtain the consent of the Guarantor in this behalf
 - iv. This guarantee shall be deemed to have been given separately for each payment required to be made by the Borrower under this Agreement. However, the Loan and interest thereon or any or all monies payable by the Borrower to the Lender in terms hereof and this guarantee shall not stand terminated or determined or extinguished merely for demand of any amount herein but shall be in full force and effect for the part of the Borrower's dues not demanded and until the Borrower's dues and any other amount due herein is paid in full and the Guarantor is discharged of the guarantee obligation herein
 - v. The guarantee is in addition to and shall not merge with or otherwise prejudice or affect any other right, remedy, guarantee, indemnity or security available to the Lender under this Agreement and in Law or otherwise, and may be enforced notwithstanding the same or any charge, pledge, hypothecation or lien now or hereafter be created in respect of the Security is held by or is available to the Lender
 - vi. The Guarantor waives in favour of the Lender, all or any of the rights the Guarantor may have against the Lender as surety, or otherwise in law or otherwise to give effect to the provisions hereof
 - vii. A notice of demand by the Lender against the Guarantor shall be the final and conclusive evidence that the Borrower has committed a default

and that the monies and the amounts claimed thereunder are due and payable by the Borrower to the Lender, and the Guarantor shall not be entitled to challenge the notice on the ground that no default has been committed or the amount mentioned therein as due and payable is not due and payable or on any other ground

- viii. The Guarantor agrees and declares that the Lender shall not be bound and compelled to take any proceedings, steps or actions, against the Borrower for recovery, enforcement or realisation of any of its dues from the Borrower or against the Security under or pursuant to this Agreement, and the Guarantor shall be bound and liable to pay all monies payable under and by virtue of this guarantee
- ix. The Guarantor guarantees that the Borrower and/or the Guarantor as the case may be, shall hand over to the Lender, possession of the Security as and when the Obligors become liable to do so or as and when the Lender becomes entitled to repossess the Security under and pursuant to this Agreement and the Guarantor agrees to help and assist the Lender in recovering the possession of the Security
- x. This guarantee is a continuing guarantee and shall not be affected by the death, lunacy, incapacity, insolvency, bankruptcy or winding up, liquidation/dissolution (as the case may be), of the Borrower or by absence of power or irregularity on the part of the Borrower to enter into this Agreement or any change in the name or constitution of either or both of the Obligors
- xi. The Guarantor further agrees that the Lender shall be at liberty to sue the Borrower and the Guarantor jointly and/or severally or shall be entitled to proceed against the Guarantor and/or the Borrower only in the first instance. The Guarantor and the Borrower do further acknowledge that where this Agreement imposes any obligation on both the Guarantor and the Borrower, the said obligation shall be joint and several
- xii. The liability of the Borrower and the Guarantor under this Agreement shall not be altered, affected, impaired nor shall the guarantee herein be discharged or diminished by reason of:
- a. the Lender compounding, discharging, releasing or varying the liability of or granting any time, indulgence, or concession to the Borrower or any other person or omitting to claim or enforce payment from the Borrower or any other person, or
 - b. by any variance made to this Agreement without of Borrower and Lender consent in the terms of this contract or transaction, or
 - c. by any contract made between the Lender and the Borrower by which the Borrower be released, or
 - d. any act or omission which would not have discharged or affected the liability of the Guarantor had it been the principal debtor instead of Guarantor or by anything done or omitted which but for this provision might operate to exonerate or otherwise release the Guarantor, or
 - e. by the Lender losing the security and the Guarantor(s) hereby waive all suretyship rights that may otherwise be available to them, or
 - f. the Lender enforcing or not enforcing any of its Security
 - g. the Lender shall be entitled to take any proceeding (legal or otherwise) against the Guarantor prior to, simultaneously or subsequent to any proceeding (legal or otherwise) against the Borrower or any other person or entity
 - h. any time, forbearance or other indulgence given or agreed by the Lender to the Borrower or any other Obligor in respect of its obligations under this Agreement and Loan Documents
 - i. any legal limitation, disability or incapacity relating to the Borrower or the Guarantor or any other Obligor
 - j. any invalidity, irregularity, unenforceability, imperfection or avoidance or any defect in any Security granted by, or the obligations of, the Borrower or the Guarantor or any other Obligor or any amendment to or variation thereof or of any other document or security comprised therein
 - k. any change in the name, constitution or otherwise of the Borrower or the Guarantor or any change in the set up of the Borrower or the Guarantor which may be by way of change in the constitution, winding up voluntary or otherwise or any merger, absorption, amalgamation or otherwise of the Borrower or the Guarantor or any other Obligor with any other corporate entity or concern
 - l. the liquidation, bankruptcy or dissolution (or proceedings analogous thereto) of the Borrower and/or the Guarantor or any other Obligor or the appointment of a receiver or administrative receiver or administrator or trustee or similar officer of any of the assets of the Borrower and/or the Guarantor or any other Obligor or the occurrence of any circumstances whatsoever affecting the Borrower's and/or the Guarantor's or any other Obligor's liability to discharge its obligations under this Agreement and Loan Documents respectively
 - m. any change in the management of the Borrower or the Guarantor or any other Obligor or takeover of the management of the Borrower or the Guarantor or any other Obligor by any government entity or by any other authority or the acquisition or nationalisation of the Borrower or the Guarantor or any other Obligor or of any of their respective undertaking(s) or pursuant to applicable law
 - n. the absence or deficiency of powers on the part of the Borrower, the Guarantor or any other Obligor to give undertakings and/or indemnities or any irregularity in the exercise of such powers
 - o. any change in the constitution of the Lender

- 7.3 The guarantee provided by the Guarantor shall not be considered as satisfied or discharged by reason of any intermediate payment(s) or payment of the whole or any part of any sum or sums of money owing to the Lender from the Borrower or by reason of the account of the Borrower in respect of any indebtedness hereby guaranteed being at any time in credit but shall constitute a continuing security for the indebtedness of the Borrower from time to time

ARTICLE IV

COVENANTS, REPRESENTATIONS AND WARRANTIES

1. Clear Title

- 1.1 The Borrower/Security Provider hereby declares, assures, represents and warrants that the Securities forming part of the Security is its absolute property and the same is unencumbered and are not subject to any lock-in or other impediment to creation of a pledge thereon or to the transferability thereof and are freely transferable. The Borrower/Security Provider hereby agrees and undertakes that until all the dues of the Lender under this Agreement are paid off in full to the Lender, neither the Borrower nor the Security Provider shall sell and/or encumber, mortgage, charge, create any lien, right, title or interest in the Security in any manner whatsoever. The Borrower/Security Provider hereby indemnifies and keeps the Lender and the Share Pledge Trustee indemnified against all cost, charges, expenses, penalties, claims, demands and damages including legal charges that the Lender and/or the Share Pledge Trustee may incur or be put to by reason of any third party claiming any right, title or interest in respect of the Security



Signature of Applicant



Signature of Co-Applicant (1)



Signature of Co-Applicant (2)

- 1.2 Each of the representations and warranties contained in this Article (so far as they may be applicable to the Loan availed of by the Borrower) shall be deemed to be given by the Borrower at the time of executing this Agreement and shall be deemed to be continuing representations and warranties which shall be deemed to have been repeated by the Borrower on the date of and on the date prior to each of the proposed sanctioning of the Loan/Loans/disbursement is made/to be made in accordance with the terms and conditions of this Agreement and the concerned Loan Documents

2. Other Representations and Warranties

- 2.1 The Borrower hereby further represents and warrants to the Lender as follows:

- i. confirms that all governmental, corporate and other approvals requisite for execution, delivery and performance by it of the Agreement are in full force and effect
- ii. it is a company duly incorporated under the Companies Act and nothing in this Agreement conflicts with the memorandum or articles of association of the Borrower, the entities as mentioned in the Schedule of Terms respectively hereunder written
- iii. any declarations provided by the Borrower in relation to the Loan availed by the Borrower under this Agreement, including in relation to the extent, if any, of the loans availed of by the Borrower or any other Loan availed of by the Borrower from any other lenders or persons, is true and accurate in all respects
- iv. the persons, if any, availing of and operating each Loan for and on behalf of the Borrower are duly authorised by the Borrower to do so
- v. the Borrower is fully empowered to enter into this Agreement and to perform obligations hereunder and in the Loan Documents, and this Agreement and the Loan Documents have been duly executed and delivered by the Borrower as may be required, and constitute a legal, valid and binding obligation of the Borrower, as the case may be, enforceable against him/her/it/them in accordance with their respective terms
- vi. all the information provided by the Borrower to the Lender in the application form for the Loan or otherwise howsoever in relation thereto, is true, correct, accurate and complete in all respects and is not misleading in letter or spirit whether by reason of omission to state a material fact or otherwise
- vii. all accounts and financial statements furnished by the Borrower to the Lender have been prepared in accordance with accounting standards and practices in force in India consistently applied during the periods involved (except as stated in the published financial statements) and present truly and fairly the financial position and results of operations of the Borrower; and, save as mentioned above, the Borrower has no liabilities or obligations of any nature (absolute, accrued, contingent or otherwise) which are not fully reflected or reserved against in the balance sheet included in such financial statements
- viii. no proceedings have been initiated or events occurred in connection with insolvency, bankruptcy, protection against creditors or as a relief undertaking or other similar matters in relation to the Borrower, and there is no order for the appointment of a receiver, administrator or other similar person or authority in relation to the business, undertaking or assets of the Borrower

- 2.2 Each Obligor represents and warrants that:

- i. each one of them is the lawful beneficial owner of the Securities pledged/to be pledged from time to time which are/will be free from any charge, encumbrances, lien, claim and/or restriction of any type or nature whatsoever; and that the same shall continue to be so pledged till full repayment of the loan and it has (where it is other than an individual) power to enter into and perform this Agreement and has taken all necessary corporate and other action to authorise the execution, delivery and performance of this Agreement
- ii. of this date there are no agreements or arrangements of any kind whatsoever relating to the Securities with any third party which prohibits, limits or impairs the Obligor(s) right to create pledge under this Agreement and further covenants, for the period beginning on this date and until the termination of this Agreement, the execution, delivery and performance of this Agreement will not contravene any law or regulation to which any Obligor is subject or any provision of the constitutional documents of any Obligor and all governmental or other consents and approvals requisite for such execution, delivery and performance are in full force and effect and it has not entered into nor shall enter into any agreement that may violate this agreement
- iii. the Securities are not, and will not be, subject to any right of first refusal, right of repurchase or any similar right granted to, or retained by any person other than the Lender
- iv. there is no provision of any existing agreement, and Obligor(s) will not enter into an agreement by which the Obligor(s) is or would be bound (or to which the Obligor(s) is or would become subject), that conflicts or would conflict with the interest of the Lender under this Agreement or the performance of Obligor(s) obligations under this Agreement
- v. this Agreement constitutes legally binding and enforceable obligation of each of the Obligors
- vi. no event which is or no event which (with the passage of time or the giving of notice or both) may become, one of the Events of Default has occurred
- vii. all information given by the Obligors to the Lender in connection with this Agreement is true, complete and accurate in all material respects and none of them is aware of any material facts which it has not disclosed to the Lender; no proceedings/enquiries of criminal nature have been instituted or contemplated against any of the obligor(s)
- viii. save as disclosed to the Lender in writing prior to the date of this Agreement, none of the loans, debts, guarantees or other obligations of any Obligor is secured by, and the execution, delivery and performance of the Agreement by any of them will not result in the existence of, nor oblige any Obligor to create, any charge, pledge, lien or other encumbrance over any of its present or future revenues or assets
- ix. the Obligors have complied with all the required provisions as stipulated by the RBI, SEBI, Companies Act, etc. and any other regulatory authorities or statutory enactment and that the borrowings herein are within the powers of Board of Directors and in compliance with all regulations, as applicable
- x. each one of them shall remain liable and indebted for all the monies now or at any time and from time to time hereafter due/may become due and owing by the Obligor(s), to the Lender in respect of and under the above said Loan/Loans and interest and charges thereon and all legal and other costs, charges, payments, reimbursements and expenses relating thereto and payable hereunder and incidental to this security or for enforcement thereof. In addition to interest and other charges as mentioned herein above each obligor(s) is liable/shall be liable to pay all present and future taxes, cess, levies, duties, by whatever name called as imposed and/or may be imposed by central, state, local governments and/or by any statutory authority from time to time, including but not limited to, any penalties levied due to non-payment and/or short payment

- xi. each of the Obligor irrevocably undertakes to inform the Lender promptly and truly if any legal proceedings or enquiries of criminal nature or any action for insolvency, bankruptcy or winding up proceedings have been instituted or contemplated against any of the Obligor(s)
- xii. the Obligor(s) represent that it is his/their intention to pledge and hereby pledge(s) all the Securities in favour of the Lender to secure repayment by the Obligor(s) to the Lender of the Loan amount outstanding from time to time and payment of interest and all other amounts payable by the Obligor(s) hereunder
- xiii. the Obligors confirm that the contents of this Agreement and other documents relating to the Loan have been explained to the Obligors and the Obligors have executed all the documents only after understanding and accepting all the terms and conditions

3. Other Covenants

- 3.1 The Obligors declares, assures and warrants that nothing in this Agreement conflicts with or any law, regulation or bye law of the Central or a State Government or any local or revenue/tax or statutory authority, including the Securities and Exchange Board of India and the Reserve Bank of India, or a stock exchange or any such other authority, which is binding on the Borrower
- 3.2 The Borrower warrants that it shall promptly inform the Lender if the Borrower/ Security Provider voluntarily and involuntarily becomes the subject of any insolvency or bankruptcy law or if the Borrower or the Security Provider is a company, of any notice received by it of any application for winding up having been made or statutory notice of winding up under the provisions of the Companies Act or, without limitation, any other notice under any other law or otherwise any suit or other legal process intended to be filed or initiated against it
- 3.3 The Borrower declares, assures and warrants that the Borrower is not in arrears of any public demand such as for income tax, corporate tax and any other such taxes, rates or levies or any other statutory dues payable to the Central or State Governments or any local, statutory or other authority
- 3.4 The Borrower shall inform the Lender of any notice under any law or otherwise any suit or other legal process intended to be filed or initiated against the Borrower and/or the Security Provider and affecting the title of the person/s creating the security to the Securities or if a receiver/ liquidator is appointed in respect of the same
- 3.5 The execution by the Borrower and/or Security Provider of this Agreement and the Security Documents constitute acts done and performed for private and commercial purposes and the Borrower and/or Security Provider will not be entitled to claim immunity for itself or any of its assets from suit, execution, attachment or legal process in any proceedings in relation to this Agreement or the Security Documents
- 3.6 The Borrower shall keep all Security Provider(s) informed of the provisions of this Agreement and the Schedule(s) of Terms attached hereto
- 3.7 Each of the information referred to hereinabove in this Article, and without limitation including information relating to the accounts of the Borrower and/or Security Provider shall refer to information as at such time and the Borrower/Security Provider shall provide all such information to the Lender at such time. In the event any of the representations being false or incorrect or misleading as on that date, the Borrower shall forthwith inform the Lender of the same. Notwithstanding the same, any breach of the representations, warranties, covenants, shall be deemed to be an Event of Default under this Agreement

ARTICLE V

EVENTS OF DEFAULT AND TERMINATION/SUSPENSION OF THE LOAN

1. Events of Default

- 1.1 Each of the following events is, and shall be deemed to constitute, an "Event of Default":
 - i. if the Borrower defaults in the re-payment of the Loan or payment of any interest due or any expense or charges as and when they become payable;
 - ii. if the Borrower is called upon to make good the Margin as specified in the Schedule of Terms and it fails to do so within the period of notice specified in the said article;
 - iii. if the Borrower/Security Provider has made any material misrepresentation of facts, including (without limitation) in relation to the Security;
 - iv. if the Borrower/Security Provider has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking;
 - v. if the Borrower/Security Provider being a partnership firm, has any steps taken by the Borrower/Security Provider and/or its partners for dissolution of the partnership;
 - vi. on the death/lunacy or other disability of the Borrower/Security Provider;
 - vii. if there is reasonable apprehension that the Borrower/Security Provider is unable to pay its debts or the Borrower/Security Provider has admitted in writing its inability to pay its debts, as they become payable;
 - viii. if the Borrower/Security Provider suffers any adverse material change in his/her/its financial position or defaults in any other agreement with the Lender;
 - ix. if there is any commencement of a legal process against the Borrower/Security Provider under any criminal law in force;
 - x. if the Borrower and/or the Security Provider have taken or suffered to be taken any action for its reorganisation, liquidation or dissolution;
 - xi. if a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Borrower/ Security Provider;
 - xii. if the Borrower is in breach of any term or condition of this Agreement (including in respect of payment of the Loan Balance) or any Agreements in relation to the Security or the Loan Documents;
 - xiii. if any covenant or warranty of the Borrower is incorrect or untrue in any material respect;
 - xiv. if the Security Provider creates any encumbrance over the Security, or otherwise takes any action towards creation of such encumbrance over the Security;
 - xv. if the title of the Security Provider to the Security is in jeopardy or if there is an attachment or lien against the Security;

- xvi. if the Borrower/Security Provider acts/or desists from acting in any manner which will jeopardise the security or the powers vested in the Lender under the Power(s) of Attorney from being exercised solely by the Lender (acting through its Authorised representatives);
- xvii. there exists any other circumstance, which in the sole opinion of the Lender is prejudicial to the interest of the Lender; and
- xviii. if an Event of Default has occurred under any other agreement entered into by the Borrower or any associate/affiliate of the Borrower or a person or entity related to the Borrower

2. Notice of Event of Default

- 2.1 If any Event of Default or any event which after a lapse of time is capable of becoming an Event of Default takes place, the Lender shall give notice of one (1) Working Day or any reasonable notice as the Lender may deem fit, to the Borrower specifying the nature of such Event of Default or of such event. If the Event of Default is capable of being cured or remedied, the Borrower shall cure or remedy the default or such event before the expiry of the notice
- 2.2 Notwithstanding what is stated in Clause 2.1 Article V, no notice shall be required to be given if the Borrower/Security Provider has made any material misrepresentation as to any facts, more particularly in relation to the Security
- 2.3 In an Event of Default a notice given to one Borrower shall be sufficient notice and shall be binding on all the Obligors
- 2.4 Upon the expiry of the period of notice or if no notice is required to be given, unless the Lender gives further time or other accommodation in writing, the Loan Balance shall immediately stand repayable by the Borrower to the Lender and the Security shall immediately become enforceable and the provisions of Article VI shall be applicable. The Lender may also terminate this Agreement at any time after the expiry of the period of notice
- 2.5 In the event that the Event of Default is the reference or application made by the Borrower for being declared a sick company under any legislation relating to financially weak companies including (without limitation) the Sick Industrial Companies (Special Provisions) Act, 1985 or the Bombay Relief Undertaking (Special Provisions) Act, 1958, no notice shall be required under this Article and the Loan Balance shall be deemed to have become payable to the Lender immediately before the making of the reference or application and the Security shall be deemed to have become simultaneously enforceable

3. Cross Default

- 3.1 The Borrower agrees and confirms that the Lender may at its absolute discretion appropriate any payments made by the Borrower under this Agreement and its Schedule(s) of Terms towards payment due from the Borrower under another agreement or transaction entered into by the Borrower and/or towards any other indebtedness of the Borrower and such appropriation shall be final and binding upon the Borrower who shall continue to remain indebted to the Lender for payment of dues under this Agreement in respect of which such sums of money were so paid but were appropriated towards another agreement or transaction entered into by the Borrower or towards another indebtedness of the Borrower. In addition, notwithstanding the payment of any of the Loan Balance, the Borrower hereby expressly gives the Lender the power to sell/transfer or otherwise dispose of any and all Security created in favour of the Lender under the Security Documents or deposited with it or under its possession or control and appropriate the same towards satisfaction of amounts due to the Lender on account of another agreement or transaction entered into by the Borrower or any indebtedness of the Borrower. This Clause shall survive the termination of this Agreement

4. Termination/Suspension of Loan

- 4.1 The Lender may in sole discretion and without assigning any reason terminate this Agreement. On the termination of this Agreement the Lender shall be entitled to recall the entire Loan Balances including the balances under each Loan, after issuing a Three (3) Working Days notice
- 4.2 It is hereby expressly clarified that notwithstanding the termination of this Agreement or the recall of the Loan or any Loan/Loans granted to Borrowers prior to the receipt of the notice of termination shall continue and the obligations in relation thereof pursuant to this Agreement and/or the Loan Documents shall be duly performed
- 4.3 Notwithstanding anything contained in this Agreement, if any Event of Default as defined in Article V has occurred or is continuing, and the Borrower has not withdrawn the whole of the Loan or Loan, the Lender shall have the right to suspend or terminate further disbursements.

5. Acceleration

Bajaj Finance Limited shall have the right to, at its absolute discretion, upon providing a notice in writing, cancel all undrawn portions of the Finance facilities and demand repayment of all outstanding amounts under/in relation to the Finance facilities. Upon receipt of such notice by the Borrower, all outstanding amounts along with all accrued interest and other charges shall become immediately due and payable

ARTICLE VI

ENFORCEMENT OF THE SECURITY/GUARANTEE

1. Enforcement of the Security/Guarantee

- 1.1 Upon the Security becoming enforceable, under Article V, the Lender shall, without prejudice to its other rights and remedies, be entitled to and shall have absolute power and authority to use its discretion to sell and dispose of the Security or any part of the same by public auction or by private treaty, without (as far as may be) the intervention of the Court, as and when the Lender may, in its absolute discretion, deem fit and to apply the net proceeds of such sale in satisfaction so far as the same will extend towards liquidation of the Loan Balance. The Lender shall have the power to transfer/sell the Security without any further notice or recourse to the Borrower or the Security Provider. The Borrower hereby agrees and undertakes not to raise any dispute as to the value at which the Security is transferred by the Lender and shall ensure that the Security Provider does not raise a dispute and the decision made by the Lender shall be final and binding on the Borrower/Security Provider. The Lender shall not be liable for any loss arising due to the sale or transfer of the Security under Article.
- 1.2 Notwithstanding any cancellation or termination pursuant to the provisions of this Article, all the provisions of this Agreement shall continue in full force and effect as herein specifically provided mutatis mutandis till such time as the Loan Balance is repaid by the Borrower
- 1.3 On occurrence of an Event of Default the Lender may, at its discretion and without prejudice to the other rights of the Lender under this Agreement, invoke the Guarantee and/or invoke the pledge at the cost of the Borrower, in accordance with the terms of this Agreement

2. Making good any shortfall

- 2.1 If the net sum realised by the sale under this Article is insufficient to cover the full amount of the indebtedness of the Borrower, the Borrower agrees to pay to the Lender forthwith at the Lender's demand such amount as will make up the shortfall



Signature of Applicant



Signature of Co-Applicant (1)
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Signature of Co-Applicant (2)

ARTICLE VIA

ROLL OVER/FURTHER DRAWINGS

1. At the request of Obligors, the Lender may at its sole discretion and option agree to grant roll-over of the Loan under this Agreement whether it is for the same principal amount of any lesser amount and for such further periods as the Lender may deem fit in its sole discretion having regard to applicable regulatory guidelines, rules including from the RBI and also, subject to the Lender's discretion in revising any of the terms and conditions for the Loan including, specifying additional conditions, which shall all be binding on the Borrower and the Obligors. Any request by the Borrower under this Clause shall be through the online systems of the Lender or in such other form and/or substance as may be acceptable to the Lender ("Roll Over Notice") Notwithstanding this, upon any such request being made by the Borrower, the Obligors shall have deemed to have warranted and represented to the Lender that there is no Event of Default or potential Event of Default has occurred and/or is in existence or continuing. The Borrower hereby agrees and confirms that the terms and conditions as available, from time to time, on the online systems/website of the Lender presently being _____ shall be applicable to each of the Roll Over Notices
2. In case the Loan is renewed/rolled over by the Lender as aforesaid, the Obligors shall, if required and deemed necessary by the Lender, execute supplemental agreements and/or such other deeds, documents, addendums or other writings for the same, in favour of the Lender as the Lender may require and such renewal/roll over may be subject to such modification in the terms and conditions as the Lender may deem fit including without limitation, the payment of accrued interest prior to any roll over/renewal and amendment of the repayment schedule. Such new and additional conditions for the renewal/roll over of the Loan shall be binding on the Obligors
3. The Obligors are aware and confirms and acknowledges that as per the internal procedure with regard to the grant/roll over of the Loan on a continuing and revolving basis, the entries made by computer system of the Lender may show the balance in the Account/account as Nil in the statements issued to the Borrower and records of the Lender, at the time of roll over/renewal of the Loan. Notwithstanding the balance in the statements of the Borrower and the records of the Lender being shown as Nil, for all purposes and all intents, this Agreement shall continue and remain valid for the Loan granted/to be granted to the Borrower by the Lender after such date and all the dues payable thereunder, and/or all roll-over, renewal thereof
4. Further, the Obligors acknowledge, understand and agree that the loan account number of the Borrower may be varied and/or changed in the systems of the Lender pursuant to the roll-over/renewal of the Loan and there may be more than one loan account number(s) for the same. The Obligors further acknowledge, understand and agree that at times the various loan account numbers of the Borrower in the system of the Lender may also be clubbed into one loan account number pursuant to roll over(s)/renewal(s) of the Loan from time to time
5. The Borrower further agrees that the Borrower, towards re-payment of Loan in case of a roll over as mentioned herein, will issue Open ECS Mandate to the Lender. Further, the Borrower authorises the Lender to bank the aforesaid Open ECS on due dates for the instalment amounts as communicated by the Lender to the Borrower from time to time. It is further understood that the instalment amounts shall comprise only interest on amount utilised by the Borrower or interest on amount utilised by the Borrower plus principal under the Loan. This shall however not limit the rights of the Lender to recover, from the Borrower, other amounts due under/in relation to the Loan

ARTICLE VIB

The Borrower hereby acknowledges that the Borrower shall be availing the roll overs as mentioned in Article VIA above under the variant as mentioned in the Schedule I hereto on the terms and conditions as mentioned in Annexure I hereto.

ARTICLE VIC

The Borrower agrees that the Lender may appropriate the payments made by the Borrower in such manner as may be acceptable to the Lender in accordance with its internal policies from time to time."

ARTICLE VII

MISCELLANEOUS

1. Grant/Transfer

- 1.1 The Lender may grant/transfer to any person/bank/financial institution with or without security, without permission of the Borrower for any purpose whatsoever, any of its rights under this Agreement, the Schedule(s) of Terms attached hereto and the Loan Documents and Security Documents, including the right to receive the Loan Balance and/or any amounts received/receivable by the Lender in respect of/in relation to the Securities and in particular may grant/transfer such rights by way of a sale or as a charge or as a security and any person to whom such rights are granted/transferred shall be entitled to the full benefit of such rights. Save as aforesaid, this Agreement shall be binding upon and shall inure for the benefit of the Lender and its successors in title and assigns
- 1.2 Notwithstanding the generality of the foregoing, the Lender may at any time, without any consent of or further reference to the Borrower, sell, securitise, assign or transfer all or any of his/her/its/their rights, benefits and/or obligations under this Agreement to any other persons, companies, firms, lenders and/or financial institutions and/or obtain risk participation or financial participation in the Loan from any other persons, companies, firms, lenders or financial institutions and the same shall be binding on the Borrower
- 1.3 In the Event of Default in payment of the Loan Balance or any part thereof or breach of any provision of this Agreement; by the Borrower, the Lender or its nominees shall be entitled to be registered as the beneficial owner of the dematerialised Securities or such part thereof as the Lender deems fit and the Borrower irrevocably agrees and undertakes not to make any opposition to the same
- 1.4 If so permitted by the Rules, Bye-laws and Regulations of the concerned depository, the Lender may sell, realise and/or dispose of the dematerialised Securities or any of them without having the same first transferred to or registered in the name of the Lender
- 1.5 In the event of the Lender selling, assigning and/or transferring its rights, benefits and/or obligations under this Agreement and/or obtaining risk or financial participation, all the terms, conditions, representations, warranties and covenants contained herein on the part of the Borrower shall be valid, binding and in full force and effect in favour of the other persons, companies, firms, lenders and/or financial institutions which may be the transferees or which may be participating in the Loan

2. No Waiver

- 2.1 No delay in exercising or omission to exercise any right, power or remedy accruing to the Lender upon any default under this Agreement shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of/by the Lender in

respect of such default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Lender in respect of any other default

- 2.2 If, due to any circumstances, the Lender does not give the Borrower the notice referred to under Article V above, prior to enforcement of the Security, or if the Lender enforces the Security prior to the expiry of the period of notice, the Borrower agrees that he shall not be entitled to any remedy

3. Disclosing of Information

- 3.1 The Borrower hereby irrevocably agrees to and consents with the Lender disclosing at anytime and sharing with or in any manner making available to any agencies, bureaus, companies, firms, associations, corporate or unincorporated bodies and other persons including any outside agencies and credit bureaus (whether for its own use or for onward communication or disclosure by them to others) any information whatsoever concerning the Borrower including the Borrower's account/s, the Borrower's financial relationship and history with the Lender, the manner of operation of the Borrower's account(s), the debit or credit balance in any and all account/s of the Borrower, any defaults by the Borrower, any security created by the Borrower in favour of the Lender for this or any other financial relationship or Loan granted or to be granted to the Borrower and/or the identities, ages, addresses, telephone and fax numbers and other information of or relating to the Borrower's directors, shareholders, members, partners and proprietors (hereinafter collectively referred to as "the Information"). The Borrower shall not hold the Lender responsible for sharing and/or disclosing the Information now or in the future and also for any consequences suffered by the Borrower and/or others by reason thereof. The provisions of this clause shall survive even after the term/termination of this Agreement and the repayment of the Borrower's dues by the Borrower

4. Continuing Agreement

- 4.1 This Agreement, the security created hereunder, the post dated cheques and other deeds, documents executed by the Borrower/Security Provider and all other security to which the Lender may be entitled shall be continuing security to the Lender for the due payment of the amounts secured as stated and shall be enforceable for all monies which now are or may at anytime hereafter become due and owing by the Borrower to the Lender and whether or not from time to time there may be nothing owing or the Account may be in credit, the intention being that such security shall be applicable to the ultimate balance that may become due to the Lender by the Borrower
- 4.2 The Borrower agrees that the powers of attorney, transfer deeds and other documents and writings executed and/or to be executed by the Borrower/Security Provider shall be irrevocable and shall not be revoked by the death/dissolution/winding up of the Borrower or such Security Provider and the Lender may, notwithstanding the death/dissolution/winding up of the Borrower/Security Provider, sell the security created by the Borrower/Security Provider in favour of the Lender or the Share Pledge Trustee and/or cause the security to be transferred and/or otherwise act pursuant to the said power of attorney, guarantees, transfer deeds and the other documents and writings executed by the Borrower/Security Provider
- 4.3 This Agreement shall not be affected by the Borrower's death, dissolution and/or winding-up during the continuance of this Agreement, and its/his/her/their estate, effects, heirs, executors, administrators and legal representatives will continue to be liable for full payment of all the moneys payable and/or due hereunder
- 4.4 This Agreement shall be binding upon the Borrower and the Borrower's heirs, executors, administrators and legal representatives for the benefit of the Lender and its successors and assigns

5. Variation of terms and conditions of the Loan

- 5.1 The Borrower agrees that Lender may in its discretion from time to time and without assigning any reason terminate the Loan, change the interest rate, increase or decrease the Loan amount, require the Borrower to furnish additional security acceptable to the Lender, specify the Securities acceptable to it, declare as unacceptable, securities accepted by it on an earlier occasion change the requirements of scrip composition, criteria, maximum/minimum number of scripts, margin, and/or require the Borrower to reduce the debit balance in the Account to a limit acceptable to the Lender and the Borrower shall be bound by the same. All such changes/variations shall come into effect forthwith and the Borrower shall keep himself informed of the same. Securities declared by the Lender to be unacceptable shall nevertheless continue to be pledged to the Lender/Security Pledge Trustee unless they are released by the express consent of the Lender

6. Indemnity

- 6.1 Each of the Obligor irrevocably and unconditionally agrees as a primary obligor to indemnify and keep indemnified the Lender from time to time on demand by the Lender of, from, and against all and any losses incurred by the Lender as a result of any defect in the title of Securities/duplicate/stolen/forged or invalid Securities
- 6.2 Each of the Security Provider irrevocably and unconditionally agrees as a primary Obligor to indemnify and keep indemnified the Lender from time to time on demand by the Lender of and against all and any loss incurred by the Lender as a result of any of the obligations of the Borrower(s) under or pursuant to this Agreement being or becoming void, voidable, unenforceable or ineffective as against the Borrower(s), for any reason whatsoever, whether or not known to the Obligors or to the Lender or to any person, the amount of such loss being the amount which the person or persons suffering it would otherwise have been entitled to recover from the Borrower(s)
- 6.3 Each of the Security Provider irrevocably and unconditionally, warrants to the Lender, the due and punctual observance and performance of all the terms, conditions and covenants on the part of the Borrower(s) contained in this Agreement and agrees to pay to the Lender, from time to time, on demand any and every sum or sums of money which the Borrower(s) is/are at any time liable to pay to the Lender under or pursuant to this Agreement and which has become due and payable but has not been paid on its due date or as and when demanded, and without prejudice to the generality hereof warrants, repayment and payment of the Loan on the Repayment Date and payment of interest and all other amounts on their respective due dates or on demand, whichever is earlier, and on the failure of the Borrower(s) to pay the same forthwith on its due date or on demand, whichever is earlier, and without any demur or protest the amount demanded or payable irrespective of the validity legality or enforceability or otherwise of the obligations of the Borrower(s) hereunder
- 6.4 All indemnity clauses of this agreement shall survive and will be effective even after termination/expiry of this agreement.

7. Notice

- 7.1 Every notice, request, demand or other communication to be given by one party to the other under this Agreement shall:
- be in writing delivered personally or by tele facsimile or other similar facsimile transmission or by registered post;
 - be deemed to have been received when delivered personally, at the time so delivered, if delivered by tele, facsimile or similar facsimile transmission, be deemed given when electronically confirmed and if given by registered post, 48 hours after it has been put into post;
 - to be sent to the Obligors at its correspondence address mentioned in Part A of Schedule I (hereinafter referred to as "Correspondence Address")

and to the Lender at its office address mentioned in Part B of Schedule I or to such other address as either party may in writing hereafter notify to the other party

- 7.2 Any notice to be given by the Lender to the Obligors, shall be effective and deemed to have been duly and sufficiently served on that Obligor, 48 hours after the same shall have been delivered to the post office properly addressed to the Obligor at the Correspondence Address mentioned in Part A of Schedule I and if delivered to the Obligor against acknowledgement, it shall be deemed to have been duly served as on the date of delivery, whichever is earlier
- 7.3 A certificate by an officer of the Lender that the notice was posted or served, as the case may be, shall be final, conclusive and binding on the Obligor
- 7.4 Unless otherwise advised in writing by the Lender and/or by the Share Pledge Trustee to the Obligors, any notice to be given by the Obligors to the Lender and/or the Share Pledge Trustee shall be effective and deemed to have been duly and sufficiently served on the Lender and/or Share Pledge Trustee if delivered at its address stated in the Part B of Schedule (hereinafter referred to as "Communication Address")

8. Arbitration

- 8.1 Any and all disputes arising out of or in connection with this Agreement and the Schedule(s) of Terms/Repayment Schedule/s attached hereto or the performance of this Agreement shall be settled by arbitration to be referred to a sole arbitrator to be appointed by the Lender and the award thereupon shall be binding upon the parties to this Agreement. The place of the arbitration shall be in Delhi, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory amendments thereof

9. Stamp Duty

- 9.1 The stamp duty and all other expenses in relation to this Agreement and the Loan shall be paid by the Obligors and the Obligors shall indemnify and keep the Lender indemnified at all times against all costs, expenses, damages, proceedings, suits etc. that the Lender may have to suffer/incure. Since the Securities are marketable securities within the meaning of Indian Stamp Act, 1899 this document shall fall within the purview of Section 23A of the Indian Stamp Act, 1899 and other similar provisions under the stamp acts as applicable in different states in India. However, in case it is determined by any competent authority that this Agreement is to be stamped for a higher amount for any reason whatsoever, it shall be the duty of the Obligors to pay the differential amount of the stamp duty

Governing Law

This Agreement is governed by and shall be construed in accordance with the laws of India.

Right of Setoff

In addition to any rights, now or hereafter granted under applicable law or otherwise, and not by way of limitation of any such rights, upon the occurrence and continuation of an Event of Default, the Lender is hereby authorized at any time or from time to time, with prior written notice, to set off and to appropriate and apply any and all deposits (general or special) owing by the Lenders (including, without limitation, by any branches and agencies of the Lender wherever located) to or for the credit or the account of the Borrower against and on account of the obligations and liabilities of the Borrower due and payable to the Lender under this Agreement or under any of the other Loan Documents

Severability

Any provision of this Agreement and Loan Documents which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of this Agreement and Loan Documents or affect such provision in any other jurisdiction.

Calculations and Computations

In any legal action or proceedings arising out of or in connection with this Agreement and Loan Documents, the entries made in the accounts maintained by the Lender shall be conclusive evidence of the existence and amount of obligations of the Borrower as therein recorded save for manifest error.

Any certification or determination by the Lender of a rate or amount under this Agreement and Loan Documents is, save for manifest error, conclusive evidence of the matters to which it relates.

All calculations and computations determining compliance with this Agreement shall utilise accounting principles, policies and practices in conformity with those used to prepare the financial statements, delivered to the Lender pursuant to this Agreement.

Translations

All documents to be furnished or communications to be given or made under this Agreement shall be in English or if in any other language shall be accompanied by a certified, official English translation prepared by: (A) a translator identified as an approved translator for the High Court of any State in India; or (B) another translator acceptable to the Lender, which translation shall be the governing version between the Borrower and the Lender.

Taxes

All payments to be made by the Borrower to the Lender under this Agreement and Loan Documents shall be made free and clear of and without deduction for or on account of taxes unless the Borrower is required to make such a payment subject to the deduction or withholding of taxes, in which case the sum payable by the Borrower in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, the Lender receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made, except if the deduction or withholding was made in respect of any taxes calculated with reference to the income of the Lender in accordance with applicable law, provided that the Borrower delivers to the Lender tax withholding or tax deduction certificates within 30 days in respect of such withholding or deduction evidencing that the amounts deducted and/or withheld have been paid and/or deposited with the relevant governmental authority.

ARTICLE VIII

TERMS AND CONDITION FOR EXISTING MEMBER IDENTIFICATION CARD (EMI CARD)

***Terms and Conditions**

This is not a credit card, smart card, stored value card, charge card etc.

This card can only be used at authorised dealer outlets of Bajaj Finance Limited (BFL) for identification purpose for availing loans for consumer durables and lifestyle products.

The use of the Existing Member Identification Card is subject to Terms and Conditions mentioned here under.

Card Services

This EMI Card is the Property of BFL and is non transferable. The usage of the EMI Card is subject to the terms and conditions mentioned in the loan application T&C and any stipulated changes as specified by BFL from time to time. On swiping the EMI Card for identification, the customer may do the following transactions

- Purchase transaction of a Consumer Durable and Lifestyle Product on Equated Monthly Installments from BFL
- Available loan amount enquiry transaction

Card Usage

- One photo identification card must be shown at the time of swiping the EMI Card
- The EMI card can be swiped at any of our registered dealer counters to purchase a Consumer Durable and Lifestyle product under Equated Monthly Installment option
- Customer is required to enter his/her PIN for validating his/her identity when using the EMI Card for availing a Consumer Durable and Lifestyle Product loan
- Once a transaction is successfully completed, the POS machine would generate a copy of the Loan Details Slip, which the customer must sign and return to the dealer
- Executive along with the signed loan details sheet, if required by BFL
- All the loans availed upon identification of the customer by the EMI Card shall be governed and subject to the Terms and Conditions of the Consumer Durable & Lifestyle Products loans of Bajaj Finance Limited registered with the Sub Registrar of Assurances, Haveli-17 vide Registration No.4709/2011

EMI Card Validity

The Validity of your BFL Existing Member Identification Card would be mentioned on top of your EMI Card and also in the welcome letter provided to you. Please intimate us for any EMI Card renewal request to our customer care call center or by using Experia (B2C Portal).BFL reserves the right to terminate the service offered under the EMI Card, or any EMI Card at anytime without assigning reason whatsoever.

Closing of Account

If you wish to close your EMI Card account, please send us the request to block your EMI Card through our call centre or by logging on to Experia (B2C portal)

Lost/Theft/Damaged

Under such a scenario, you would have to call us/write to us and request for blocking the earlier EMI Card before reissuance of a new EMI Card.

Change of KYC or Bank details

Any changes in the EMI cardholder's KYC or Bank account need to be updated in BFL'S records. For the same you would also have to provide supporting documents to our executives at the counter. EMI Card holders could also log on Experia (B2C Portal) using the login ID and make the necessary changes.

SCHEDULE OF TERMS**PART A - TERM LOAN**

1.	Loan sanctioned	Rs. <u>200000</u> (Rupees <u>Two Lakh</u> Only)
2.	Tenor	12 Months
3.	Applicable Interest Rate (p.a.)	Fixed Rate of Interest for <u>11.00%</u> months/Floating Rate of Interest i) Floating Rate of Interest: _____ (Spread + Bajaj FRR) Spread/Margin: _____ % Bajaj FRR: _____ % ii) Fixed Rate of Interest for _____ % p.a./monthly reducing
4.	Processing fees	0.25%
5.	Commitment charge	NIL
6.	Default Interest Rate payable by way of liquidated damages	
7.	Bounce charges	Rs. 1000 Per Bounce
8.	Late payment charges	2% Per Month
9.	Period of this Agreement	[•] months. The Lender reserves the right to review the Loan at any time prior thereto
10.	Repayment date	
11.	Availability period	
12.	Security	Securities as specified in Schedule II
13.	Margin	
14.	Margin % for right of immediate sale Article III (Clause 4)	
15.	Share Pledge Trustee (Full Address)	



Signature of Applicant



Signature of Co-Applicant (1)



Signature of Co-Applicant (2)

PART B - REVOLVING LOAN

1.	Loan sanctioned	Rs. _____ (Rupees _____ Only)
2.	Tenor	
3.	Applicable Interest Rate	Fixed Rate of Interest for _____ months/Floating Rate of Interest _____ i) Floating Rate of Interest: _____ (Spread + Bajaj FRR) Spread/Margin: _____ % Bajaj FRR: _____ % ii) Fixed Rate of Interest for _____ % p.a./monthly reducing
4.	Processing fees	
5.	Bounce charges	
6.	Late payment charges	
7.	Commitment charges	
8.	Default Interest Rates	
9.	Processing fees	
10.	Repayment date	
11.	Security	Securities as specified in Schedule II
12.	Margin	
13.	Margin % for right of immediate sale - Article III (Clause 4)	
14.	Share Pledge Trustee (Full Address)	

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and the year as mentioned in the Schedule, SIGNED SEALED AND DELIVERED BY

Party 1 (Lender)	
SIGNED SEALED AND DELIVERED BY	
_____ (Name)	
_____ (Signature)	
For The Lender Bajaj Finance Limited	_____ Authorised Signatory

Party 2 (Share Pledge Trustee)

SIGNED SEALED AND DELIVERED BY

For the Share Pledge Trustee (if applicable)

(Name)

Shri. _____

(Authorised Signatory for Share Pledge Trustee)

Party 4 (Guarantor)

SIGNED AND DELIVERED BY

(Signature of the Guarantor in capacity as a Guarantor)_____
(Guarantor)(Individual/Proprietor/Karta/Director/Partner(s)/
Authorised Signatory)**Party 3 (Borrower/Co-Borrower)**

SIGNED AND DELIVERED BY

1) _____
(Signature of the Borrower)_____
(Name of the Borrower)

(Individual/Proprietor/Karta/Director/Partner(s)/ Authorised Signatory)

2) _____ 3) _____
(Signature of Co- Borrower 1) (Signature of Co- Borrower 2)_____
(Name of Co-Borrower 1) (Name of Co-Borrower 2)

(Individual/Proprietor/Karta/Director/Partner(s)/Authorised Signatory)

Party 5 (Security Provider)

SIGNED AND DELIVERED BY

(Signature of the Security Provider in capacity as a Security Provider)_____
(Security Provider)

(Individual/Proprietor/Karta/Director/Partner(s)/Authorised Signatory)

Borrower/Co-borrower

The common Seal/Seal/Rubber stamp of the within named Borrower(s)/Co-borrower(s),

(affixed pursuant to the Resolution of its Board of Directors/Resolution passed at its meeting held on _____ in that behalf on the _____ day of _____ 20____)

(To be used in case the Borrower/Co-Borrower is a Company/Society/Trust/Limited Liability Partnership)_____
Seal/Stamp**Guarantor**

The common Seal/Seal/Rubber stamp of the within named Guarantor,

(affixed pursuant to the Resolution of its Board of Directors/Resolution passed at its meeting held on _____ in that behalf on the _____ day of _____ 20____)

(To be used in case the Guarantor is a Company/Society/Trust/Limited Liability Partnership)_____
Seal/Stamp

Security Provider

The common Seal/Seal/Rubber stamp of the within named Security Provider,

(affixed pursuant to the Resolution of its Board of Directors/Resolution passed at its meeting held on _____ in that behalf on the ____ day of _____ 20____)

(To be used in case the Security Provider is a Company/Society/Trust/Limited Liability Partnership)

Witness: _____
(Signature of the Witness 1)

Witness: _____
(Signature of the Witness 2)

1) Name _____

1) Name _____

Address _____

Address _____

SCHEDULE I

	Name	Residence Address/ Registered Office Address	Correspondence Address	Status"	DP Account No.
Borrower					
Co-borrower 1					
Co-borrower 2					
Security Provider					
Guarantor					

Part A

"Status:

Individual-I, Proprietorship Concern-PC, Company-Co, Partnership-P, Limited Liability Partnership-LLP, Trust-T, Society-Soc

Part B

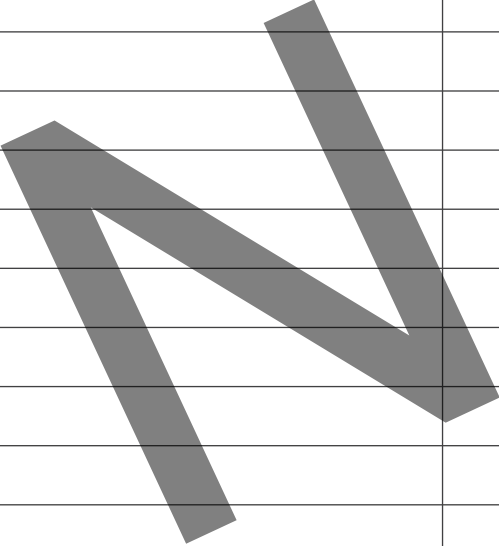
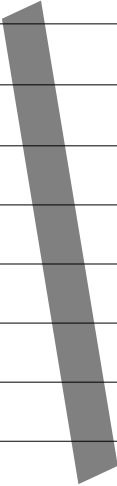
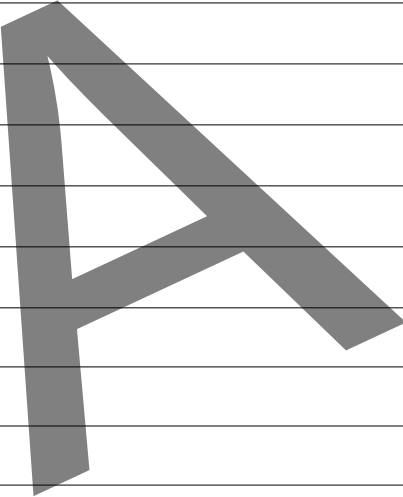
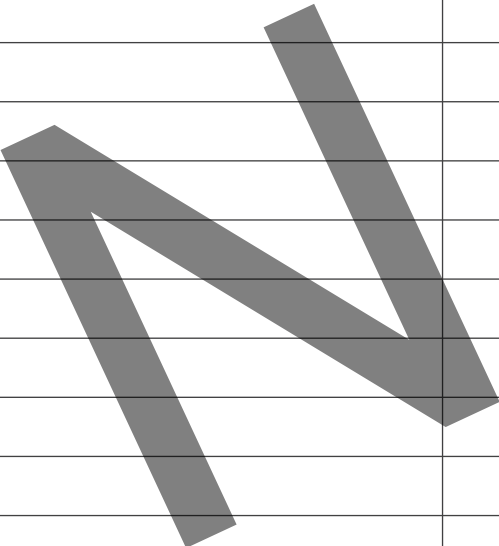
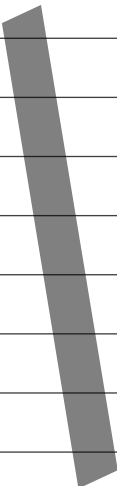
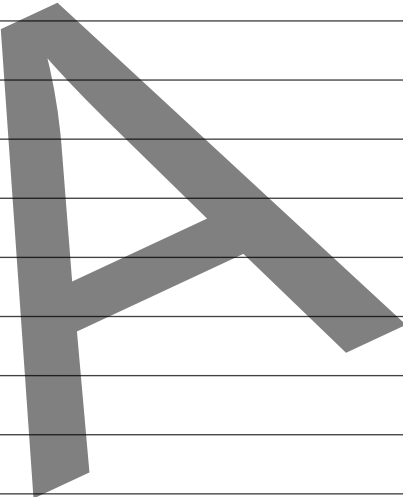
Communication Address of Lender: Bajaj Finance Limited, 4th Floor, Off Pune-Ahmednagar Road, Viman Nagar, Pune - 411 014, Maharashtra, India
Communication Address of Trustee: _____

SCHEDULE II OF TERMS

List of Securities

Forming Security for LOAN-CUM-PLEDGE-CUM-GUARANTEES AGREEMENT

Security given by (*)	Security Name	Quantity (Nos)

Security given by (*)	Security Name	Quantity (Nos)
		
		

(*) Security given by Borrower/Co-borrower/Security Provider

The Borrower herein acknowledges and agrees that the adequate stamp duty in respect of this Loan Agreement has been paid by the Lender. The Borrower hereby agrees to defend, hold harmless and indemnify the lender against any claims, demands, damages, costs, losses and liabilities (including reasonable legal fees) arising from the same

SIGNED AND DELIVERED BY

	Primary Applicant	Co-Applicant (1)	Co-Applicant (2)
Name	YAGNESH M DESAI		
Signature			

	Co-Applicant (3)	Co-Applicant (4)	Co-Applicant (5)
Name			
Signature			

For Bajaj Finance Limited

Authorized Signatory