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Kotak Mahindra Bank Limited
Loan Against Property - HYDERABAD

Kotak Mahindra Bank

6-3-1101/1/9/202, 5th Floor, Jewel Pavani Towers ,Raj Bhavan Rd, Somajiguda Hyderabad - 500082 Andhra Pradesh - India

Date 25-Sep-2018

To,

Soham Satish Modi

Plot No 280 Road No 25 Jubileehills
Hyderabad - 500034 Andhra
Pradesh - India

Dear Soham Satish Modi,

We have great pleasure in welcoming you to the Kotak Mahindra family.

We wish to confirm that the below mentioned Loan Against Property has been availed by Sdnmkj Realty Pvt Ltd and the loan agreement has been signed by you, accepting to be a Guarantor for the said loan.

The loan detail are as below:

Agreement Number	LAP - 17897838
Agreement Date	24-Sep-2018
Loan Type	FLOATING
Loan Amount	65000000
First EMI due date	10-Nov-2018
First EMI due amount	267836
Tenure	120

The Guarantee executed by you is a continuing guarantee and is valid and binding for all renewal/restructuring etc. of the facility from time to time.

In case of any further assistance on your loan, please feel free to contact our customer care number on 18602662666 (Local call rates apply) between Monday to Friday (9:00 AM to 6:00 PM) excluding holidays and we would be glad to help you.

We value your relationship with us and assure you of our services at all times.

Yours truly,
Kotak Mahindra Bank Ltd.

This is a computer generated letter and does not require a signature.

Important Information:

The Credit Information Bureau India Ltd. (CIBIL), is an initiative of the Government of India and the Reserve Bank of India (RBI) to improve the functionality and stability of the Indian financial system. This is in line with their efforts to provide an effective mechanism for exchange of information between banks and financial institutions, thereby enabling customers to avail of better credit terms from various institutions.

All banks and financial institutions participating in this initiative are required to share customer data with CIBIL. In view of the above, we wish to inform you that we shall now be reporting the data pertaining to your account with us to CIBIL.

This data will be updated on a regular basis for all our customers.

Encl. as above

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Kotak Mahindra Bank

Kotak Mahindra Bank Limited

Loan Against Property - HYDERABAD

6-3-1101/1/9/202, 5th Floor, Jewel Pavani Towers ,Raj Bhavan Rd, Somajiguda Hyderabad - 500082 Andhra Pradesh - India

Welcome Letter

Date 09-Sep-2020

To,

Sdnmkj Realty Pvt Ltd

5 2 223 Gokul Distillery Road
Secunderabad
Hyderabad - 500003
Andhra Pradesh - India,

Mob. No. :9502288200 Phone No. :066335551

Dear Sdnmkj Realty Pvt Ltd,

With great pleasure, we welcome you to the Kotak Mahindra family and thank you for availing finance for your Loan Against property Loans requirement.

Your Loan details are as follows :

Agreement No.	**LAP - 17897838**
Agreement Date	24-Sep-2018
Loan Type	Floating/Reset M-6
Loan Amount	6,50,00,000.00
First EMI Due On	10-Oct-2018
First EMI Amount	267,836.00

(Please refer to the copy of the Loan Agreement for the terms and conditions of the Loan)

The repayment schedule relating to your loan agreement is enclosed for your future reference.

We trust you had a pleasurable experience transacting with us and solicit your feedback which will help us to serve you better.

We value your relationship with us and assure you of our best services always.

Applicable only for Home Loan Customers:

Request you to kindly note that the enclosed repayment schedule in the welcome kit would be subject to change, for customers whose loan is in Pre EMI stage till the start of loan EMI or in case of any part pre-payments, if done. Please note that post the start of EMI a revised repayment schedule can be downloaded anytime by logging into Net banking or can be requested by calling our customer contact centre (details given above).

In case of any further assistance on your loan, please feel free to contact our customer care number on 18602662666 (Local call rates apply) between Monday to Saturday(9:00 AM to 6:00 PM) excluding holidays and we would be glad to help you.

Yours truly,
Kotak Mahindra Bank Ltd.

This is a computer generated letter and does not require a signature.

Disclaimer: For any Payday Loan queries, please write to service.paydayloans@kotak.com

Important Information:

The Credit Bureau, is an initiative of the Government of India and the Reserve Bank of India (RBI) to improve the functionality and stability of the Indian financial system. This is in line with their efforts to provide an effective mechanism for exchange of information between banks and financial institutions, thereby enabling customers to avail of better credit terms from various institutions.

All banks and financial institutions participating in this initiative are required to share customer data with CIBIL. In view of the above, we wish to inform you that we shall now be reporting the data pertaining to your account with us to CIBIL.

This data will be updated on a regular basis for all our customers.

Encl. as above

Customers loan account information is sent to CIBIL month on month for update into CIBIL's database by the bank. It takes generally 45-60 days to update the record in CIBIL's database.

Sanction Letter

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Kotak Mahindra Bank

Date : 19/09/2018

Ref No :LP10370533 / 988055

TO,
SDNMKJ REALTY PRIVATE LIMITED
5-2-223 GOKUL DITILLERY ROAD
SECUNDERABAD
SECUNDERABAD - 500003
ANDHRA PRADESH
Tel. : 04066335551

Dear Sir/Madam,
Your Application for Loan Against Property

Thank you for selecting Kotak Mahindra Bank (KMBL) (hereinafter referred to as "the Bank") for your Loan Against Property (LAP) requirements. With reference to the above, we are pleased to communicate sanction of the loan, subject to the general and the special terms and conditions set out in this letter.

We require your acknowledgement for having received this Sanction Letter and confirm that the terms and conditions as communicated herein for the LAP facility are acceptable to you. The Sanction Letter is therefore sent to you in duplicate. You are requested to return one copy duly signed at the relevant space in token of having accepted these terms. On receipt of the copy of Sanction Letter duly signed by you and your executing the required documents as per the terms of this Sanction Letter, we will arrange to release the facility.

Terms and Conditions of Sanction	
Loan Amount Limit:	Rs-65000000/-
Purpose:	Loan against Property
Guarantor(s)	MR. RAJESH JAYANTILAL KADAKIA MR. SOHAM SATISH MODI MR. SHARAD KUMAR JAYANTILAL KADAKIA
Security:	Such securities as may be required by the Bank
Equated Monthly Installment (EMI) / Monthly Installment (MI)	Rs.837530/- For 120 Months.
Type of Interest	Adjustable;
Interest Reset Period	First Reset Date: All the loans will be reset on the first day of the sixth calendar month (in case of MCLR 6M) including the month of disbursement. Subsequent Reset Date /s: will be the date which is immediately succeeding to the date on which six calendar months (in case of MCLR 6M)are completed from the earlier Reset Date. Applicable MCLR prevailing on the Reset Date + Spread shall be the Rate of Interest for that Facility until next Reset Date.To illustrate: For a disbursement made on April 12, 2017 (in case of MCLR 6M) first reset date will be October 1, 2017 and the subsequent Reset date will be on April 1, 2018 (in the similar way the Reset Dates for MCLR 1,3 and 12 shall be calculated / interpreted)
Reference Rate/ Applicable MCLR	K-MCLR 6M
Rate of Interest	8.7 + .7% Applicable MCLR prevailing on the first disbursement under each Facility (whether partial or full) plus spread shall be the Rate of Interest for that Facility until next Reset Date. As on date the Rate of interest is 9.4% consisting of applicable MCLR rate @ 8.7% and the spread @ + .7%.
Applicable Reference Rate	8.7% ;
Applicable Rate	9.4% ;
Processing Fee (if any)	Rs.162500/- ;
GST-Goods and Services Tax (currently @ 18% and as amended from time to time) plus any other applicable taxes.	Rs.29250/- ;
Pre-EMI period (interest payable during construction, before commencement of EMI/MI)	Maximum 18 months
Repayment Period:	Maximum 120 months;

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Kotak Mahindra Bank

Mode of Repayment:	ECS/SI
No. of Post-dated cheques	Standing Instruction + 2 EMI cheques + 1
Property Details (if any)	Pre-Sanction;

General Terms and Conditions

1. This offer is valid for a period of 90 days from the date hereof.

2. All usual formalities applicable to the LAP facility shall be complied with.

3. The title of the security should be clear and marketable.

4. The rate of interest as indicated above is the current rate of interest applicable on the loan. The actual interest rate chargeable on the loan and the EMI/MI would be as prevailing on the date of disbursement of the loan.

5. Security should be fully insured for all risks and our Banks charge shall be noted on the policy at your cost.

6. Loan will be disbursed in stages on the basis of work progress certificate of the Technical Valuer (in case of construction) and directly to the seller OR to the Bank (in case of transfer or foreclosure from other Banks or Financial Institutions) OR Borrower (in case of refinance) on request from the borrower. No disbursement will be made unless proof of payment of your own contribution, in the total cost of the Property is submitted.

7. Processing charges will be collected as per the Bank Rules.

8. The above sanctioned limit should not exceed 23%of the Technical Value.

9. If the monthly installments or any other payments due, are not paid on or before the due date, substitute interest of 2 % p.m. shall be charged for the period of default with compounding at monthly rests. Failure of the bank to send notice for payment or deposit of post dated cheques shall not serve as a reason for non-payment of monthly installments.

10. The borrower shall abide by all the rules and regulation set by law.

11. Due dates for payment of pre-EMI and EMI/MI depends on the date of the first disbursement made.

12. All payments to be made favouring "Kotak Mahindra Bank Limited"

13. Appropriate security acceptable to the Bank shall be created for disbursement.

14.1 Nil foreclosure charges on term loans given to individuals at floating rate of interest.

14.2 For other Loans

No Prepayment/Foreclosure is allowed till the lapse of Lock in Period of 6 months after EMI commencement.

After the Lock-in-period, Part Prepayment of minimum Rs.25,000/- and maximum upto 25% of outstanding Loan Amount can be made without any Prepayment charges every 6 months. The minimum period between any two prepayment shall be atleast 6(six) months.

For any Part Prepayment in excess of 25%, 4%(Plus GST and other applicable taxes) of the excess prepayment Amount will be charged as Prepayment charges.

For Full Prepayment any time after the Lock-in-Period, Prepayment Charges shall be 4% (plus GST and other applicable taxes) of the Foreclosure Loan Amount plus Amounts prepaid during the last 12 months.

15. The borrower is prohibited from using the loan amount or any part thereof for any purpose other than for which it has been sanctioned.

16. For NRIs/PIOs, repayment of loan and payment of interest and other dues to be made by remittances from such channals as may be defined by FEMA from time to time.

17. The bank may revoke in part or in full or withdraw/stop financial assistance at any stage without any notice, or giving any reasons for any purpose whatsoever. Without prejudice to the aforesaid, this sanction shall stand revoked in the event of any material change in the proposal/ application/facts on the basis of which the loan has been sanctioned.

18. A Loan Agreement on terms acceptable to the Bank and other documents in relation thereof shall be executed by the Borrower. The terms in the Loan Agreement shall supersede all previous communications in respect of the Finance Facility.

19. Property to be legally and technically cleared.

20. All Verifications to be positive.

21. In order to comply with the directions issued by Reserve Bank of India it is agreed between the parties that notwithstanding anything contrary contained either in the Facility / Security Agreements or their schedules or any other letter, agreement with respect to the rate of interest, its calculation/ methodology of computation and all the terms relating to the rate of interest, the rate of interest computation methodology mentioned in the Sanction Letter shall apply and such terms shall prevail over the interest rate clauses wherever they are mentioned in the Facility / Security Agreements or any other letter, agreement without any further act or deed between the Parties. Accordingly wherever Prime Lending Rate / Bench mark Rate / Base Rate / Reference Rate is mentioned the same be substituted and be read and understood as Applicable MCLR herein specified.

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Kotak Mahindra Bank

22. The Bank shall be at liberty to change the rate of interest (including any change as may be directed by Reserve Bank of India and/or any other regulatory / statutory body) from time to time or method of computation of such rate of interest or to charge an additional or penal rate and send to the Borrower an intimation in that regard. Upon intimation of such change / variation in the interest rates Borrower shall be deemed to have consented to such change / variation. The Borrower agrees / undertakes to pay interest at the rates as may be revised from time to time.

23. The rate of interest as mentioned in this sanction letter is subject to change in accordance with the prevailing as on date of disbursement which is construed to be the final sanction terms and as mentioned in the schedule to the loan agreement.

24. Bank shall compute its MCLR linked to the fortnightly/Monthly/Quarterly/Half Yearly/Yearly Tenor on a monthly basis. Prevailing months MCLR rates will be displayed on Kotak banks website. The borrower/s is/are made aware that Bank would not be obliged to inform either in advance or subsequently of the said charges in the MCLR. . Borrower is deemed to have noticed the said change whenever it is displayed/notified at/by the branch or website.

25. Kotak bank can change the reset frequency for the mortgage loans on a later date at its sole discretion, after customer consent The MCLR on the day the loan is disbursed will be applicable till the next reset date, irrespective of the changes in MCLR during the interim period.

26. The proposed property/security shall be insured at all times. The details of insurance of the property need to submitted to the bank within 30 days of disbursement. In our endeavor to assist you, we would like to inform you that the bank is the corporate agent of Kotak Mahindra General Insurance Company Ltd. (KGI) In case you are interested in availing insurance for the property, kindly let us know. Please note that in case of non-receipt of the details of the insurance within the specified time, the Bank reserves the right to debit your loan account with your consent towards the insurance premium amount and obtain an insurance cover for the property assigned in favor of the Bank, however we would like to make it very clear that it is not mandatory to use the services of the insurance provider.

27. Opting for loan amount with life/property insurance in the sanction letter is only an intent of the customer and such selection is not binding on the bank. Such selection shall become effective only upon the borrower explicitly instructing the bank in writing to disburse the premium to the insurance company directly and on the borrower complying with the formalities as required by the insurance company. The bank shall not be liable for any consequences/damages/losses arising out of non compliance of the same.

28. The property shall be well maintained at all times and during the pendency of loan if the property suffers any loss on account of natural calamities or due to riots etc, the same should be intimated to the bank without fail.

29. The borrowers and Guarantors shall not voluntarily cause any harm to the property that may in any way be detrimental to the interests of the bank. You shall make up for any loss incurred to the bank on account of any damages occurring to the property due to deviation from the approved plan.

30. You will ensure that the property is transferred in your name and the necessary tax assessment is completed, all taxes on the property should be promptly paid.

31.The borrowers and Guarantors shall be deemed to have given their express consent to the bank to disclose the information and data furnished by them to the bank and also those regarding the credit facility/ies to the CIBIL upon signing the copy of the sanction letter. The borrowers and guarantors further agree that they shall further execute such additional documents as may be necessary for this purpose.

32. The borrower shall immediately intimate the bank in the event of any change in the repayment capacity of the borrower. Without limitation this shall include loss/change in job,/profession etc, as also any change in information stated in the application form.

33.The bank reserves the right to increase the interest rate on the sanctioned financial facilities, including increasing the interest spread, in the event of downgrade in Borrower internal or external rating.

34.The bank reserves the right to increase the intrest rate on the sanctioned financial facilities, including increasing spread, in the event of downgrade in Borrower internal or external rating.

35.Cheque or Instruction Dishonour charges is Rs.750(Rupees Seven Hundred and Fifty Only) per instrument per instance

36.Collection charges are 30 percent of Bounce Charges plus Penal Accrued.

37.Commitment Charges is 2 (Two) percent.

38.Documentation Charges Of Rs. Nil (Plus GST(currently @ 18 percent(as amended from time to time)) and other applicable taxes and other applicable statuary levies) shall be payable by the Borrower(s).

39.Full Prepayment will be allowed during the course of this Agreement on the payment of 4 (Four) percent plus GST(currently @ 18 percent (as amended fromtime to time)) and other applicable taxes as prepayment charges, on the aggregate amount of Loan outstanding and also on any amounts part prepaid during the last 12(Twelve) months.

40.Repayment to be taken from KMBL Escrow account

41.RMOE to be done infavour of KMBL agaist proposed commercial proeprties

42.ROC charge creation to be done infavour of KMBL post disbursement

43.Existing [illegible] 2160, 17550860,17534120, 17536881, 17536894, [illegible] to be closed with own so[illegible] funds with Nil FC charges

44.Cross lien to be marked among all 5 Apacs of current proposal

45.Future cash flows of applicants to be routed through KMBL

46.Rescheduling Charges is One (1) percent of the outstanding Loan Amount.

47.Swap Charges (for placement of new post.dated cheques or ECS) is upto Rs.500 (Rupees Five Hundred Only) plus GST (currently @18 percent(as amended from time to time)) and other applicable taxes per swap per instance.

48.CA Certificate regarding end use of funds to be submitted within 30 days of disbursement

Credit Manager
Contact Person

Registered address : C-27,G Block, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra 400051

I/We acknowledge the receipt of credit sanction intimation and confirm that the terms and conditions are acceptable to me/us.

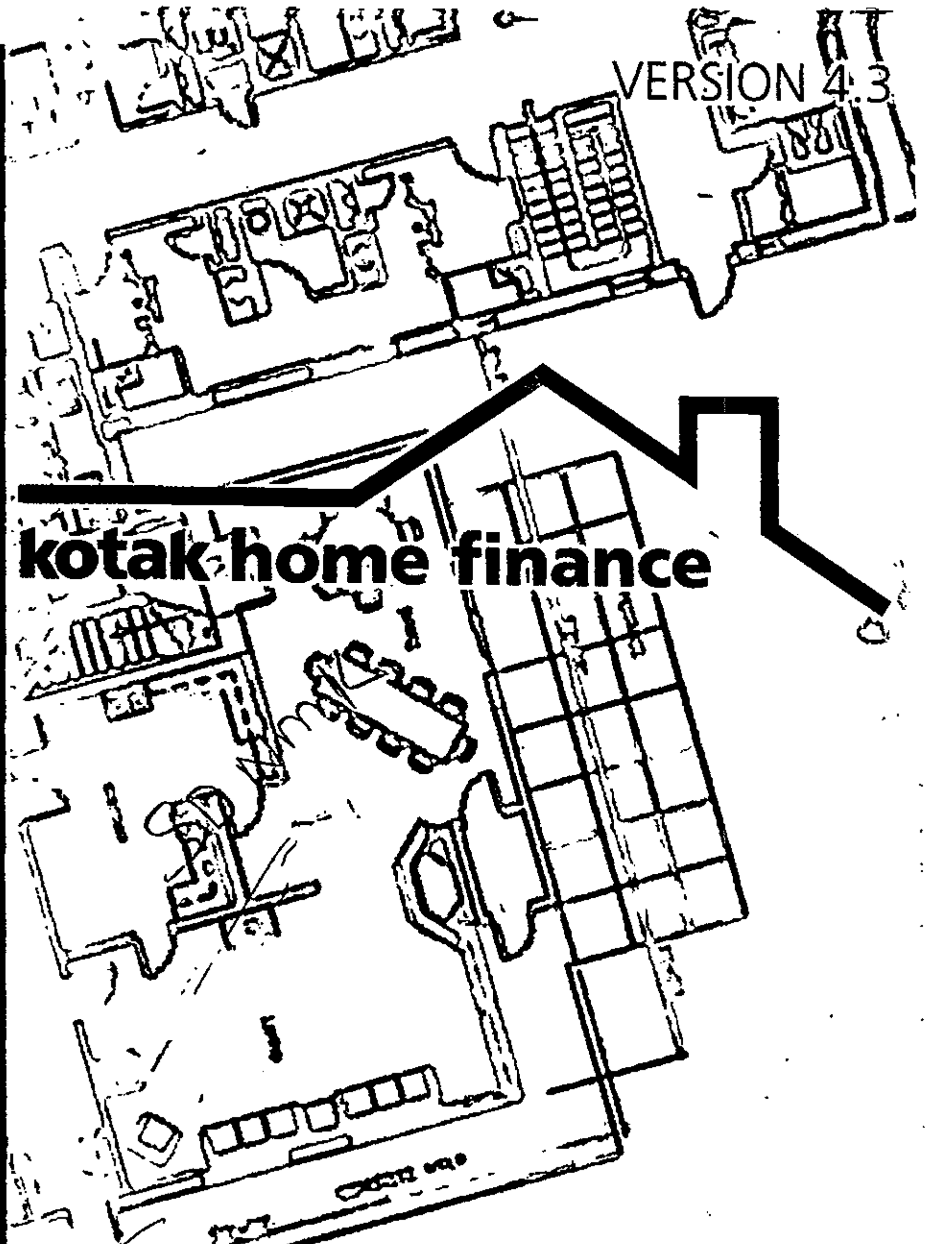
(Signature of the Applicant(s))

Date:

PRINT

Kotak Mahindra Bank Ltd.
CIN: L65110MH1985PLC038137
6-3-1109/1/P202, 2nd Floor
Jewel Pavani Tower
Raj Bhavan Road, Somajiguda
Hyderabad - 500 082
www.kotak.com
Registered Office:
27 BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai 400051,
Maharashtra, India.

VERSION 4.3



kotak home finance

☐ Home - Equity Loan

Agreement No. LAP- 17892838

Customer Name SDNMKT Realty PVt ltd

Address: #5-2-223, Gokul Distillery Road
Secunderabad

PIN Code: 500003

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c) **"Credit Information"** means all information, documents, representations, particulars and clarifications furnished by the Borrower, or the Guarantor to the Bank in any form from time to time and shall include the information contained in the Application.

d) **"Combo Rate of Interest":** when applicable to the loan shall mean the combination of Fixed Rate of Interest and the Adjustable Rate of Interest applied to the loan as set out in **Schedule D** hereto on terms and conditions more particularly mentioned therein.

e) **Credit Eligibility Letter:** shall mean a letter issued by the Bank to the Borrower specifying the Overall Limits and/or any variations there to from time to time prior to the actual sanction of the Facility/ies to the Borrower; which shall be deemed sanctioned only upon issuance of the Sanction Intimation Letter/Sanction Letter or actual disbursement by the Bank (whichever is earlier).

f) **"Commitment Charges"** shall mean a one time commitment charge leviable by the Bank on the Borrower at the rate mentioned in the Item No. VIII of the Schedule-A on the unutilized amount of the Loan or non-compliance of any terms & condition agreed in this agreement.

g) **"Dues"** means all amounts payable by the Borrower to the Bank under this Agreement which includes the principal amounts payable towards the repayment of the Loan, Interest, additional interest, fees, commitment charges, costs, other charges and expenses including without limiting only EMI / Monthly installment and/or PEMII.

h) **"Due Date"** means the date on which an installment of the principal amount of the Loan and/or interest and/or EMI/Monthly Installment and/or any other amount and/or Dues payable under this Agreement, as the case may be, is due for payment under any Schedule or Article of this Agreement.

i) **"EMI" or "Monthly Installment"** when applicable to the Loan, shall mean the Equated Monthly Installment payable by the Borrower on a monthly basis to amortize the Loan, of such amount as may be determined by the Bank from time to time under this Agreement and comprises of both principal amount of the Loan and interest thereon.

j) **"Facility Letter"** shall mean the letters issued / to be issued by the Bank from time to time in connection with the Loan and includes, as the case may be, the Credit Eligibility Letter, the Sanction Letter, the Sanction Intimation Letter(s), all addendums, supplements etc. thereto issued by the Bank from time to time.

k) **"Fixed Rate of Interest"** when applicable to a Loan, shall mean the fixed rate of interest payable on the Loan as more particularly set out in Schedule B hereto and on terms and conditions as contained therein.

l) **"Guarantee"** means the guarantee (if any) given by the Guarantor to discharge the liability of the Borrower in case of his/her/its/their default under this Agreement.

m) **"Guarantor"** means the person/s who has/have given the Guarantee and where such person/s is/are individual/s, it would include his/her, its, theirs heirs, executors, administrators and legal representatives and where such person/s is/are a partnership firm, it would include the partners for the time being and their respective heirs, executors, administrators and legal representatives, and where such person is/are corporate, it would include its successors and assigns; The Guarantor shall always be a person/s acceptable to the Bank as the Guarantor.

n) **"Indebtedness of the Borrower"** means any indebtedness of the Borrower to the Bank at any time for and in respect of monies borrowed, contracted or raised (whether or not for cash consideration) or liabilities contracted by whatever means (including under guarantees, indemnities, acceptance, bond, credits, deposits, hire purchase and leasing by the Borrower or by a person or entity related to or connected with the Borrower); and shall also be deemed to include any indebtedness of any co-borrower, associate or affiliate of the Borrower or any entity related to or connected with the Borrower, towards the Bank or any associates or affiliates of the Bank.

o) **"Interest"** means the rate of interest as referred to in item No.VI of Schedule A hereto read with the relevant terms of Schedule B or Schedule C or Schedule D, as the case may be or as announced and amended by the Bank from time to time as per this Agreement

p) **"Loan"** means the amount of the financial assistance provided under this Loan Agreement as more particularly mentioned in Item No.V of Schedule A hereto.

q) **"Maximum Tenure"** shall mean the period determined from time to time in accordance with the policy of the Bank which is the maximum tenure offered by the Bank to a customer / borrower.

r) **"Overall limits"** shall mean the amounts determined by the Bank in its sole judgment, based on the credit worthiness, net income and evaluation by the Bank of financial and other parameters relating to the Borrower and/or the Security, up to which the Bank may (but without being in any manner obliged or bound to) sanction and disburse the Loan.

s) **"PEMII/Pre-MI"** means the pre-EMI interest or the pre-Monthly Installment Interest charged by the Bank, at the rate stated in item No.VI of schedule A hereto read with the relevant Schedule B or C or D, as the case may be, for the period from the Disbursement Request Date of the Loan to the date immediately prior to the commencement of EMI/Monthly Installment.

ARTICLE 2

LOAN AMOUNT, INTEREST ETC.

2.1 Amount of the loan

The Borrower agrees to borrow from the Bank and Bank agrees to lend to the Borrower upon the terms and subject to the conditions mentioned in this Agreement, the Loan of an amount stated in Item No. V of Schedule A.

2.2 Interest

The Borrower may opt for either the Fixed Rate of Interest or the Adjustable Rate of Interest or Combo Rate of Interest consistent with the choice made by the Borrower in terms of the Facility Letter. Such option shall be specifically indicated by acceptance of the Facility/Sanction letter/ticking the correct under Item No.VI of Schedule A hereunder written.

(a) In the event, the Borrower opts for the Fixed Rate of Interest offered by the Bank, the rate of interest applicable to the Loan and the terms applicable to such Fixed Rate of Interest, in addition to the general term stated in this Agreement, Facility Letter are as stated in Schedule- B.

Notwithstanding the above, in the event of any extraordinary or unforeseen changes in the money market conditions, the Bank shall in its discretion be entitled to change the said Fixed Rate of Interest with intimation to the Borrower. The Bank shall be the sole judge to determine whether such conditions exist or not.

(b) In the event, the Borrower opts for the Adjustable Rate of Interest offered by the Bank, the rate of interest applicable to The Loan and the terms applicable to such Adjustable Rate of Interest, in addition to the general terms stated in this Agreement, Facility Letter, are as stated in Schedule-C.

(c) The Bank may in its discretion, also offer fixed cum floating **("Combo")** interest rates on the Loan and if the Borrower has opted for such dual rate of interest at the time of his/her acceptance of the Sanction Facility Letter, In the event the Parties agree that the Borrower shall be entitled to the Combo Rate of Interest offered by the Bank, the rate of interest applicable to the Loan and the terms applicable to such Combo Rate of Interest, in addition to the general terms stated in this Agreement, Facility Letter are as stated in Schedule-D .Then the rate of interest applicable to the Loan and the terms applicable to such dual rate of interest shall be as described in the Sanction/Facility Letter, which terms shall by reference herein, be deemed to be part of this Agreement. In such cases, the aforesaid provisions of the Sanction Facility Letter on the terms applicable to such dual rate of interest shall apply not withstanding any term to the contrary here in.

(d) Notwithstanding the above, in the event of any extraordinary or unforeseen changes in the money market conditions, the Bank shall in its discretion be entitled to change the fixed rate of interest forming part of the Combo Rate of Interest, with intimation to the Borrower. The Bank shall be the sole judge to decide whether such conditions exist or not.

(e) The Borrower shall also be liable to pay the PEMII, if applicable.

(f) Interest shall be computed at monthly rests on actual outstanding balance of the Loan at the beginning of the EMI cycle date. In case the Borrower makes a part-payment in the middle of a month, then the outstanding amount on which interest will be computed for the remaining number of the days of that month, shall be revised, on and from the date of realization of such part-payment. The Borrower hereby agrees and confirms that in order to work out suitable EMI/Monthly Installment to be paid by the Borrower towards Repayment of the Loan and payment of Interest, the Bank has adopted a reasonable and proper basis and the Borrower agrees to pay EMI/Monthly Installment calculated as aforesaid.

(g) The Borrower agrees that in the case of any variation, adjustment in the rate of interest as per this Agreement, the EMI/Monthly Installment amount of the Loan shall be kept as agreed at the time of execution of this Agreement and the number of EMI/Monthly Installments and tenure of the Loan shall vary accordingly. In case of extension of the tenure of the Loan due to such revision of rates, beyond the levels acceptable to the Bank, Borrower may if so required by the Bank, increase his EMI/Monthly Installment/make part payment/combination of both to ensure that the repayment period is well within the acceptable tenure.

(h) The Borrower agrees that no intimation shall be given by the Bank as to enhancement or reduction in the amount of the installment payable, enhancement or reduction in the amount/number of EMIs/Monthly Installments required to be paid by the Borrower upon any adjustment in the rate of interest. Provided however that the Borrower shall be intimated about the applicable/ applied adjustment in the rate of interest during the preceding financial year on an annual basis, within such time from the end of the financial year as the Bank may determine.

(i) Any default by the Borrower in payment of the Dues or a breach of any of the other terms and conditions contained herein, would result In Substitute Interest being charged to the Borrower at the rate mentioned in Item No. VII of Schedule A hereunder written on the entire Dues (Which are due and not paid), leviable from the relevant due date on which the default has occurred till the date of actual payment/ rectification of default. The same shall be without prejudice to the Bank's other rights and remedies also. Also it is hereb clarified that the obligation to pay the substitute interest shall not entitle the Borrower to claim a defense th: no event of default as mentioned hereunder has occurred.

2.6 Alteration in Loan Tenure EMI/Monthly Installment etc.

a) If the entire amount of the Loan is not drawn by the Borrower within a period of 12 (Twelve) months from the date of first disbursement or if the Borrower has committed any event of default as described in this Agreement prior to the full disbursement of the Loan or Borrower has requested to the Bank in writing to reduce the sanctioned amount, then without prejudice to the other rights and remedies of the Bank, the aggregate amounts so far disbursed to the Borrower up to such date, at the discretion of the Bank, without any prior intimation, shall be deemed to be the Loan amount and the Bank shall not be required to advance any further amounts and the EMI/Monthly Installment shall commence forthwith. In such case irrespective of the Loan amount as mentioned in Item No V of Schedule A the amounts advanced so far shall be deemed to be the Loan for the purpose of this Agreement.

b) In any of above events, no part of the processing fees or administrative fees shall be refunded or adjusted towards any other charges or fees in future payable to the Bank by the Borrower (s).

c) In the event of the Borrower being desirous of shifting from the (i) Fixed Rate of Interest to the Adjustable Rate of Interest; or (ii) Adjustable Rate of Interest to the Fixed Rate of Interest, The Borrower may do so if so permitted by the Bank at such time and on execution of such supplemental documents as may be required by the Bank and further on payment of conversion charges of 1% of the Outstanding Dues.

d) The Bank shall in its absolute discretion or as per the guidelines / directions / rules / regulations / law issued/notified by RBI and/or any other statutory or regulatory authority and any other law in force including but not limited to, any tax law or introduction of new method of computation of interest or based on the changes in the prevailing base rate/MCLR rate be entitled to modify the Interest Rate(s) (including Default Interest Rates) / Commission/other charges (including Default Interest) applicable to the Facilities/Individual Facility from time to time, and the Borrower agrees and confirms to pay interest as per such modified Interest Rate(s) / Commissions / other charges on the Facilities / Individual Facility and related amounts on and from the date of such modification. In any event the Borrower shall keep itself / himself informed of all such variations / revisions in the Interest Rate / Commission / other charges (including Default Interest) applicable to the Facilities / Individual Facility from time to time and a publication either in the Bank's website or in the newspaper or on the notice board by the Bank in relation to new / revised Interest Rate (s) / Commissions / other charges (including Default Interest) applicable to the Facilities/Individual Facility from time to time shall be deemed to be sufficient notice of such intimation of change and the Borrower will be deemed to have consented to such change. The Borrower has perused, understood and agreed to Bank's method of determining the Interest Rate / Commission from time to time as well as of calculating installment(s) as also the appropriation thereof in to principal and interest.

e) Notwithstanding anything herein contained, the Bank shall have the right, at any time or from time to time, to review and reschedule the EMIs / Monthly Installments, (including the amount of the EMIs/Monthly Installments), tenure or the Loan amount, to enhance or reduce the amount of EMI s / Monthly Installments payable to give the effect of reduction in the base rate in the EMIs without reducing the tenor of the loan, in such manner and to such extent as the Bank may in its sole discretion decide on account of changes necessitated because of any part payment made by the Borrower or changes in the interest rate (if the option of Adjustable Rate of Interest is availed of by the Borrower) or conversion by the Borrower from one interest rate to the other. In such event/s the Borrower shall repay the Loan or the outstanding amount thereof as per the revised Schedules as may be determined by the Bank in its sole discretion and intimated to the Borrower in writing. Where such alteration or re-Schedulement involves variation in

i. the date for payment of EMIs/Monthly Installments; or

ii. the amount of interest, principal or EMIs /Monthly Installments; or

iii. the numbers there of; or

iv. the EMI/Monthly Installment is not adequate to cover interest payments in full; or

v. the EMI / Monthly Installment results in the term of the Loan exceeding the retirement age of the Borrower (s) as applicable.

vi. for any other reason EMI/Monthly Installment attracts change.

The Borrower agrees and undertakes to forthwith issue fresh post dated cheques, Fresh Standing Instruction (SI) or fresh instruction for Electronic Clearance System (ECS), as the case may be. The Borrower hereby agrees that in the event the Monthly Installment is reviewed/ rescheduled/ by the Bank as aforesaid, the Borrower shall be liable to pay rescheduling charges to the Bank at such rates as the Bank may stipulate.

2.7 Mode of Payment, Time, Place etc.

a) The Borrower shall pay promptly in full the PEMII, EMI/ Monthly Installment and all other amounts payable under this Agreement without any demur, protest or default and without claiming any set-off or counterclaim, on the respective dates on which the same are due. All such payments shall be rounded off the next rupee.

b) Payment can be made through cheque/s, bank draft/s, pay order/s, standing instruction/s, ECS or in such other manner as may be approved by the Bank and the payment shall be made in such manner so as to be realized by the Bank on or before due dates applicable. It shall be the responsibility of the Borrower to ensure adequacy of funds in the bank account from which the repayment is being made.

2.9 Commitment Charges

The Borrower shall pay to the Bank a one time Commitment Charge at the rate mentioned in the Item No VIII of the Schedule-A on the principal amount of the Loan. Such payment shall be made forthwith upon being called upon by the Bank.

2.10 Joint and Several liabilities of the Borrower(s)

Where the Loan is provided to more than one Borrower, notwithstanding anything herein stated, the liability of the Borrower(s) to repay the Loan together with the principal, interest, additional interest charges and all other amounts and to observe the terms and conditions set out in this Agreement is joint and several.

2.11 Cross Default

The Borrower agrees, confirms and acknowledges that any default by the Borrower under any other Agreement or arrangement or guarantee or security or other Indebtedness of the Borrower with the Bank or its subsidiaries/affiliates shall constitute an event of default under this Agreement and vice-versa. The said amounts shall be deemed to be Dues under this Agreement secured by the Security and vice-versa.

2.12 Set Off

Without prejudice to what is stated here in above, the Borrower hereby expressly agrees and confirms that in the event of the Borrower(s) failing to pay the amount outstanding under the Loan or any other loan/facility, in addition to any general or similar Lien to which the Bank or any of its subsidiary/affiliates may be entitled by law, the Bank shall, without prejudice to any of its specific rights under any other Agreements with the Borrower, at its sole discretion and without notice to the Borrower, be at liberty to apply any other money or amounts standing to the credit of the Borrower in any account (including fixed deposit account) of the Borrower (Whether singly or jointly with another or others) with the Bank or any of its subsidiary/affiliates in or towards payment of the Dues. The rights of the Bank under this Agreement are in addition to other rights and remedies (including without limitation other rights or set off) which the Bank may have.

2.13 Terminal Benefits

The entire outstanding principal amount of the Loan as well as any outstanding interest and other amounts thereon shall be payable immediately by the Borrower to the Bank, if the Borrower opts for any retirement scheme or accepts any offer from his employer providing any benefit on resigning or retiring from the employment prior to superannuation or upon the employer terminating his employment for any reason or upon the Borrower resigning or retiring from the service of the employer for any reason whatsoever. In such case, the outstanding dues may be paid from the amount or amounts receivable by him from the employer under such scheme or offer or any terminal benefit as the case may be. Provided however, in the event of the said amount or amounts being insufficient to repay the said sums to the Bank in full, the unpaid amount remaining due to the Bank shall be paid by the Borrower forthwith. The Borrower authorizes the Bank to communicate with and receive the said amounts from the Borrower's employer directly.

2.14 Recall of the Loan by the Bank

The Borrower agrees that the Bank shall be entitled to, at anytime, in its discretion, recall the Loan by giving to the Borrower thirty clear working days notice in writing. It is specified that the repayment schedule set out in the Schedule(s) hereto is without prejudice to the Bank's right to recall the entire Loan and to demand payment of the Loan. Upon the expiry of the period of notice, the Loan shall immediately stand repayable by the Borrower to the Bank.

ARTICLE-3

COVENANTS FOR SECURITY

3.1 (a) The Borrower covenants that the Dues being repayment of the Loan and payment of interest, additional/default interest, fees, commitment charges, costs, other charges and expenses and all other amounts payable to the Bank under this Agreement shall be secured or cause to be secured by (i) such security as mentioned under item No. XV of Schedule A, (ii) such other security as determined by the Bank in its sole discretion.

(b) The Bank shall have the right to prescribe the type of security and the place, timing and the manner of its creation. Such security shall be created prior to the disbursement of the Loan and the Bank shall not be required to disburse the Loan until and unless such security has been created.

(c) The Bank may during the term of this Agreement also require for the Borrower to create additional security and the Borrower undertakes to create or cause to create such additional security as and when called upon by the Bank. Without prejudice to the generality of the above, the Borrower shall create such additional security (a) in the event of the Dues being more than the market value of the Security or otherwise in accordance with the margin requirements of the Bank; and (b) in the event of destruction or damage or depreciation or fall in value of any Security given to the Bank or the title of any such Security being unclear, unmarketable or encumbered in the opinion of the Bank or affecting the value of the Security in any manner whatsoever.

(d) The Borrower shall also procure Guarantee of the Guarantor/s named in Item No. XIII of Schedule A hereto, for the payment of the Dues being Repayment of the Loan, payment of interest, additional interest, Fees, commitment charges, costs, charges and expenses and all other amounts payable to the Bank under this Agreement.

(e) The Borrower shall as and when called upon by the Bank, during the term of this Agreement, execute and deliver to the Bank such Irrevocable Power of Attorney in the format of the Bank empowering the Bank to crate Security for the payment of the Dues, as stated aforesaid in sub-clause (a), (b) and (c).

(g) Evidence for Utilisation of Disbursement: The Bank should be satisfied at the time of making any disbursement that the same is required for the purpose as mentioned in Schedule A and as stipulated by the Borrower and the Borrower shall procure evidence satisfactory to the Bank of the proposed utilization of the proceeds of the disbursement of the Loan.

(h) Utilisation of prior Disbursement: The Borrower shall have satisfied the Bank about the utilization by the Borrower of the proceeds of any prior disbursements, if any.

(i) Guarantees / Securities etc: The Borrower shall have provided and executed such Guarantee/s, Security, necessary documents, writings and hand over post dated cheques, as may be required by the Bank.

(j) NRI/PIO etc: where the Borrower is a Non Resident Indian or Person of Indian Origin as per the provisions of the Foreign Exchange Management Act, 2000 or other law in force in India relating to foreign exchange, the Borrower shall have obtained all permissions, authorizations, approvals, sanctions and fulfilled all conditions prescribed therein as may be required for borrowing and creation of security.

(k) The Borrower shall have obtained insurance cover on the property as is acceptable to theBank.

ARTICLE 5

COVENANTS

5.1 Affirmative Covenants

The Borrower hereby covenants with the Bank that:

a) The Borrower shall utilize the Loan for the purpose for which the loan is availed of.

b) In case the property which forms the security is under construction, the Borrower will obtain and produce to the Bank a proper true copy of occupation / completion certificate issued by the competent authority and a written notice about the completion of the construction within a period of 12 months or such other period from the date of final disbursement as may be specified by the Bank. In case the Property against which the Loan is availed is under construction and for which Society/other organization is not formed, the Borrower shall upon formation of the Society/other organization inform the society/other organization about the Loan granted by the Bank to the Borrower against the Property and if required by the Bank obtain necessary confirmations from the society/other organization.

c) The security shall vest absolutely in the Borrower and the Borrower shall cause to do all such act, deed, matter and thing which shall be necessary to vest the Security absolutely in the Borrower.

d) The Borrower shall notify the Bank of any change in the terms or place of employment, business or profession of the Borrower within seven days of such change.

e) The Borrower (only in the case of individual and partners) shall at all times during the currency of the Loan, at its own cost, obtain Life Insurance Policy / ies and such other policies (where in the Bank will be a loss payee/beneficiary/assignee) if required by the Bank with such insurance company or companies of repute to be approved by the Bank in writing and shall deposit the insurance policies and all cover notes premia receipts etc. with the Bank along with such letters, writing as required by the bank. The Borrower shall make punctual payment of all premia and shall not do or suffer to be done any act which may invalidate such insurances and in case of demise of the Borrower, during the currency of the Loan, the Bank shall be entitled to obtain and avail of the moneys under the said policies and appropriate the same towards the repayment of the Dues.

f) Any person authorized by the Bank will be allowed to have free access to the security for the purpose of inspection/supervising and inspecting the same.

g) The Borrower shall whenever required by the Bank submit statements of annual income certified and audited by a practicing chartered accountant (with his registration number mentioned therein) along with a copy of the tax returns filed with the income tax authorities duly certified by such chartered accountant (with his registration number mentioned therein) or latest salary slip duly stamped and signed by the employer.

h) The Borrower shall notify the Bank of the change in his NRI/PIO status to resident status, if the Borrower has taken the Loan in the status of NRI / PIO and vice versa.

i) The Borrower shall maintain the Security at his/her/its own cost, in good order and condition and that the Borrower will ensure that the value of such Security does not diminish.

j) The Borrower shall duly and punctually comply with all the terms and conditions of holding the Security and all the laws in respect thereof including all applicable rules, regulations, bye-laws, etc. applicable to such Security.

k) It shall be at the sole discretion of the Bank to either replace the post dated cheques or to refuse the same.

l) In the event the Borrower requests the Bank and the Bank agrees to waive the requirement of post dated cheques, the Borrower shall pay the PEMII/EMI/Monthly Installment or any other amount payable under this Agreement, on the Due Dates at the place as desired by the Bank either at the registered office of the Bank or any of the servicing branch of the Bank. The Borrower further undertakes that, if the Bank has to collect such amounts from the Borrower, the Borrower shall pay to the Bank collection charges as may be determined by the Bank for every such installment collected by the Bank.

h) The Borrower has not taken any other loan, advance, facility or debt of any nature whatsoever from the Bank and if taken, the same has been disclosed correctly and the Borrower is not a Guarantor or given any security to any loan, advance, facility or debt of any nature whatsoever granted by the Bank to any other person(s) and if given, the same has been disclosed correctly.

i) There is no charge, lis pendens, lien or other encumbrance or legal dispute of any nature on the Borrower or the whole or any part of the Security. The Borrower has a clear and marketable title to the Security.

j) The Borrower has verified the original title deeds at the office of the builder/ developer / society / association / company and made necessary inquiries / searches at concerned government offices in respect of the Property forming part of the security. The Borrower has disclosed to the Bank all facts relating to such Property.

k) That the Property forming part of the security is not included in or affected by any of the schemes of any competent authority or by any alignment, widening or construction of road under any scheme of any competent authority.

l) The Agreement for sale/ sale deed/ deed of transfer of the Property forming part of the security between the borrower and the builder/developer or as the case may be, Vendor, is valid and subsisting.

m) The Borrower shall keep himself acquainted with the rules (if any) prescribed by the Bank in force from time to time.

n) That the Borrower (i) is a major and is of sound mind (where a / the Borrower is an individual); (ii) is a body corporate duly constituted and incorporated under the laws of India (where a / the Borrower is a company incorporated under the Companies Act, 1956 or Companies Act, 2013 or any other body corporate); (iii) is a partnership firm within the meaning of the (Indian) Partnership Act, 1932 comprising of the persons mentioned in item No. IV of Schedule A as partners (where a / the Borrower is a partnership firm); and is competent to contract and enter into and perform his/her/its obligations under this Agreement.

o) That the Borrower has paid and will pay when due all public demands such as income tax, property taxes and all other taxes and revenues payable to the government or any local body/authority. There are no proceedings pending against the Borrower or any of the Borrower's properties under the provisions of the Income Tax Act, 1961.

p) Where the Borrower is a company, the board and company is authorized and has taken all necessary approvals required under the Companies Act, 1956 or Companies Act, 2013 and the borrowing is not an ultra-virus borrowing.

q) The Borrower is the absolute owner of the property and absolutely seized and possessed of and otherwise well and sufficiently entitled to the Property to create valid mortgage in favour of the Bank and that the Borrower has a clear and marketable title to the Property, free from all legal hurdles, reasonable doubts and encumbrances.

r) Apart from the documents of title mentioned in the Schedule, there are no other documents of title pertaining to the property and if there are any further title deeds pertaining to the Property, the same will form part of the title deeds deposited with the Bank to perfect the security created in favour of the Bank.

s) In the case of default in making repayment of the Loan or other amounts due from the Borrower in terms of this Agreement, the Bank will have complete liberty to sell, alienate or encumber the property in any manner whatsoever as the Bank may deem fit and the Borrower will hand over the vacant possession of the Property without any demur or protest and the Bank will have complete liberty to take over the possession of the Property.

All representations and warranties of the Borrower in this Agreement shall be deemed to be repeated by the Borrower on every day from the date of this Agreement until the said Dues are paid to the Bank in full; and the Borrower will forthwith inform the Bank in the event of any representation or warranties being or becomin untrue or incorrect on any day or at any time.

ARTICLE 7

EVENT OF DEFAULT & REMEDIES OF THE BANK

If one or more of the events specified in this Article (hereinafter called "Event of Default") shall have happened, then the Ba by a written notice to the Borrower may declare that the principal, all accrued interest and all other amounts payable by t Borrower shall become payable forthwith by the Borrower to the Bank under or in terms of this Agreement, and upon su declaration the same shall become due and payable forthwith and the Security, created in favour of the Bank for the Loan sh become enforceable.

7.1 EVENTS OF DEFAULT

a) Payment of Dues: if a default shall have occurred in payment of the PEMII / EMI / Monthly Installment or other amounts payable or the payment made falls short of any amount due and payable to the Bank in term this Agreement.

b) Representations and Warranties: If any representations or statements or particulars made in the Borro proposal / Application herein are found to be incorrect or the Borrower commits any breach or defa performance or observance of this Agreement or any documents creating Security or fail to keep or per any of the terms or provisions of any other agreement between the Bank and Borrower in respect of this Lo

c) Performance of Covenants: If default shall have occurred in the performance of any covenants and cond on the part of the Borrower under this Agreement between the Borrower and the Bank.

d) Non delivery of Cheques: If the Borrower fails to deliver post dated cheque in accordance with the terms Agreement.

b) On the expiry of the period of notice, the Loan shall immediately stand repayable by the Borrower to the bank and in such case it shall be the obligation of the Borrower to immediately repay the Dues to the Bank. In case of default by the Borrower to immediately repay the Dues the Bank shall be entitled without prejudice to the other rights and remedies available, to the Bank, under this Agreement and in law, to enforce the Security created by the Borrower in favour of the bank in terms of this Agreement.

c) Upon the Security becoming enforceable, the Bank 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 off the Security or any part of the same by private treaty, without (as far as may be) the intervention of the Court, as and when the Bank 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. The Borrower hereby agrees and undertakes not to raise any dispute as to the value at which the Security is transferred by the Bank and the decision made by the Bank shall be final and binding on the borrower. The Bank shall not be liable for any loss arising due to the sale or transfer of the Security under this Article.

d) The Bank may also terminate this Agreement at any time after the expiry of the period of notice.

e) 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 Amount is repaid by the Borrower, to the satisfaction of the Bank.

7.3 **MAKING GOOD ANY SHORTFALL**

If the net sum realised through the sale/transfer of Security is insufficient to cover the full amount of the amounts of dues owed by the Borrower, then without prejudice to the other rights and remedies of the Bank under this Agreement or in law, the Borrower agrees to pay to the Bank forthwith at the Bank's demand such amount as will make up the shortfall. Further, all costs incurred by the Bank after an Event of Default has occurred, in connection with the preservation of the Property and collection of the amounts due under this Agreement shall be charged to the Borrower and shall form part of the amounts owing under this Agreement.

ARTICLE 8
WAIVER

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

ARTICLE 9
EFFECTIVE DATE OF TERMS AND CONDITIONS

This Agreement shall come in force from the date of signing of this Agreement and shall remain in force and effect until all the monies due and payable to the Bank under this Agreement between the Borrower and the Bank are fully paid to the satisfaction of the Bank.

ARTICLE 10
SECURITIZATION / ASSIGNMENT

The Borrower expressly recognizes and accepts that the Bank shall, without reference to or any intimation to the Borrower, be absolutely entitled and have full power and authority, to sell, assign, securitize or transfer to any third party or person as the Bank may decide the Loan and all outstanding due and the rights and obligations of the Bank under this Agreement and any security / additional security (including Guarantee/s) which may be created in favour of the Bank, in any manner, in whole or in part and on such terms as the Bank may decide including assigning the power to proceed against the Borrower, on behalf of the Bank, in events of default for any amounts due by the Borrower under this Agreement. Any such sale, assignment, transfer or securitization shall bind the Borrower and the Borrower shall accept the third party as its sole creditor or creditors and in such event the Borrower shall pay to the Bank or such creditor or as the Bank may direct, the Outstanding amounts due by the Borrower under this agreement. The Borrower shall not be entitled directly or indirectly to sell/transfer/assign any of its benefit or obligation of this Agreement without the prior written permission of the Bank.

ARTICLE 11
COLLECTION / ADMINISTRATION

a) The Borrower expresses, recognizes and accepts that the Bank shall, without prejudice to its right to perform such activities itself or through its officers or employees, be entitled and shall have full power and authority to appoint one or more third parties as the Bank may select and to delegate to such third party all or any of its functions, rights and powers under this Agreement relating to administration of the loan including the right and authority to collect and receive on behalf of the Bank from the Borrower the PEMII/EMI/ Monthly Instalment and other amounts due from the Borrower under this Agreement and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto include sending notices, contacting the Borrower, receiving cash/cheques/drafts/Mandates from the Borrower and giving valid and effectual receipts and discharge to the Borrower. For the aforesaid purpose, the Bank shall be entitled to disclose to such third parties all necessary or relevant information pertaining to the Borrower and the Loan and the Borrowed hereby consents to such disclosure by the Bank.

b) The Borrower expressly agrees and accepts that the Bank shall have absolute right to shift or transfer the place of concerned branch at any time at any location in India without prior-post intimation to the Borrower. In the event of such transfer the Borrower agrees to attend such other branch office as the Bank may indicate for a purpose of this Agreement and such office shall be the Concerned Branch.

12.6 Acknowledgment of the terms

The Borrower acknowledges and accepts the rates of interest and its calculation method, other fees, charges and all other amounts payable as per the terms of this Agreement as reasonable and the Borrower has understood the meaning of each terms and financial implications, amounts payable and liabilities and obligations created under this Agreement.

12.7 Supremacy & Amendment

This Agreement supersedes all discussion and Agreement (whether oral or written, including all correspondence) prior to the date of this Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement may be modified or amended only by a writing duly executed by or on behalf of each of the Parties.

12.8 Governing law.

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

12.9 Arbitration

Unless the same falls within the jurisdiction of the Debts Recovery Tribunal established under the Recovery of Debts Due to Banks and Financial Institution Act, 1993, or any other competent authority for Debt related disputes Constituted in any other law in future or which are in force, any and all claims and disputes arising out of or in connection with this Agreement or its performance shall be settled by arbitration by a single Arbitrator to be appointed by the bank. The venue of arbitration shall be, in either Mumbai or New Delhi or Chennai or Kolkata or at the Concerned Branch at the sole discretion of the Bank. The arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and the award of such Arbitrator shall be final and binding upon the Parties hereto.

12.10 Jurisdiction

In the event that the claim or dispute does not fall within the jurisdiction of the Debts Recovery Tribunal established under the Recovery of Debts Due To Banks and Financial Institutions Act, 1993, for the purpose of arbitration mentioned in clause 12.8, the courts aforesaid where the venue of arbitration is decided, or if law does not permit the same, the Courts of the city in which the concerned servicing branch of the Bank is situated, shall have exclusive jurisdiction in respect of any suit, petition, reference or other filling permitted or required to be made pursuant to the Arbitration and Conciliation Act, 1996 in respect of the matters arising out of in relation to this Agreement, without limitation, a petition for appointment of an arbitrator or arbitrators under section 11 of the Arbitration and Conciliation Act, 1996 in relation to this Agreement. Provided this clause is for the benefit of the Bank and the Bank shall be entitled to initiate/take proceedings relating to a dispute in any Courts/Tribunals of any other place which has jurisdiction.

12.11 The Borrower, the Co-Borrower, and/or the Guarantor shall also pay and bear the GST and other applicable taxes, interest tax and any other taxes and levies at the rates applicable from time to time. In the event that any term, condition or provision of this Agreement is held to be in violation of any applicable law, statute or regulation or for any reason a court of competent jurisdiction finds any provision of the Agreement or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intention of the Agreement and the reminder of this Agreement shall continue in full force and effect.

12.12 Nothing contained in this Agreement shall prejudice the rights of the Bank to proceed under the Securitization, Asset Reconstruction and Enforcement of Security Interests Act, 2002 ('Securitization Act').

12.13 The Borrower acknowledges that the Borrower has been furnished with a copy of this Agreement and all other documents in relation to this Agreement.

IN WITNESS WHEREOF the parties hereto have signed the day, month and year first above written.

IN PARTICULAR, THE BORROWER HEREBY CONFIRMS THAT BY AFFIXING HIS/HER/ITS SIGNATURE HEREINBELOW, HE/SHE/IT HAS READ, UNDERSTOOD AND CONFIRMED THE TERMS AND CONDITIONS APPEARING IN PAGE NUMBERS [1] TO [16], PRECEDING THIS SIGNATURE PAGE AND PAGE NUMBERS [17] TO [22] BEING THE SCHEDULES HERETO, OCCURING IMMEDIATELY AFTER THIS SIGNATURE SHEET. THE BORROWER FURTHER CONFIRMS AND DECLARES HE/SHE/IT HAS BY AFFIXING HIS/HER/ITS SIGNATURE HEREINBELOW, ALSO EXECUTED EACH OF THE AFORESAID PAGES AS A PART OF THIS AGREEMENT, SO AS TO FULLY BOUND BY THE SAME.

Name of the Borrowers	Signature of the Borrowers
SDNMKJ Realty Pvt ltd	For SDNMKJ Realty Pvt. Ltd. (1) ...tor

Signed and Delivered by the within named :)
Kotak Mahindra Bank Limited by the hand of)

Mr. V. Rajsekhar)
Its authorized signatory. 58942)

For Kotak Mahindra Bank Ltd.
V. Rajasekar
Authorised Signatory

V.	Loan Amount (Amount In Figures and Words)	Figures: ₹ 650,00000/- Words: (Rupees six crores fifty lakhs only// Only)
VI.	Rate of Interest (Tick, whichever is applicable)	☐ Fixed Interest Rate as per Schedule A ☑ Adjustable Interest Rate as per Schedule C ☐ "Combo" Rate of Interest as per Schedule D Pre-MI/EMI/MI Interest (if applicable) as per relevant Schedule B or C or D, as the case may be.
VII.	Substitute Interest	24% p.a. compounded annually
VIII.	Commitment Charges (As referred in Article 2.9)	2%
IX.	Cheque/ Instruction Dishonour	₹ 750 (Rupees Seven Hundred and Fifty Only) per instrument per instance
X.	Swap Charges (for Placement of new post Dated cheques / ECs)	Upto ₹ 500 (Rupees Five Hundred Only) + GST and other applicable taxes per swap per instance.
XI.	Collection Charges	30% on unpaid substitute interest + cheque dishonour Charges
XII.	Foreclosure / prepayment Charges in case of Loan Against Property (Individual Borrower(s) and (Non- Individual-Borrower(s).	**Where the rate of interest opted for is fixed, the foreclosure charges would be as follows:-** ☐ No Prepayment/Foreclosure is allowed till the lapse of Lock in Period of 6 months after EMI Commencement. ☐ After the Lock-in Period, Part Prepayment of minimum Rs.25,000/- and maximum upto 25% of outstanding Loan Amount can be Made without any Prepayment Charges every 6 months. The minimum period between any two prepayment shall be atleast 6 (six) months. ☐ For any Part Prepayment in excess of 25%, 4% (plus GST and other applicable taxes) of the excess prepayment Amount shall be charged as Prepayment Charges. ☐ For Full Prepayment any time after the Lock-in Period, Prepayment Charges shall be 4% (plus GST and other applicable taxes) of the Foreclosure Loan Amount plus Amounts prepaid during the last 12 months. ☐ If, for any reason, the Customer wants to make any Full/Part Prepayment before completion of the Lock-in Period, in addition to the Prepayment charges as specified above, Interest for the Broken Lock-in period shall also be levied. **In case of floating rate of interest**, the foreclosure charges in case of individual borrowers would be NIL and in case of Non-Individual Borrowers would be the same as specified above for fixed rate of interest. **In case of Combo Rate of Interest:** ☐ For Individual Borrowers, the foreclosure charges on/during the fixed rate of interest tenure, would be the same as that specified for the Fixed Rate of Interest above and on floating rate of Interest would be NIL. ☐ For Non Individual Borrowers, the foreclosure charges would be the same that specified for the fixed rate of interest above.

For SDNMKJ Realty Pvt. Ltd Director

For SDNMKJ Realty Pvt. Ltd Director

SCHEDULE C

TERMS AND CONDITIONS APPLICABLE TO THE LOAN WITH ADJUSTABLE INTEREST RATE

(A) **Definition:**

a) Adjustable Interest Rate (AIR):

Reference Rate (Applicable MCLR rate) + Spread.

Applicable MCLR 6M prevailing on the first disbursement under each Facility (whether partial or full) plus spread shall be the rate of interest for that Facility until next Reset Date.

As on date, the rate of interest is 9.4 % consisting of Applicable MCLR 6M Rate @ 8.7 % and the spread @ 0.7 %.

Pre-MI Interest (if applicable): Applicable MCLR rate + Spread.

Applicable MCLR 6M prevailing on the first disbursement under each Facility (whether partial or full) plus spread shall be the Rate of Interest for that Facility until next Reset Date.

As on date, the Rate of Interest is 9.4 % consisting of Applicable MCLR 6M rate @ 8.7 % and the spread @ 0.7 %.

For SDNMKJ Realty Pvt. Ltd
Director

c) "Reference Rate" shall mean "applicable MCLR (Marginal cost of funds lending rate) 6M Rate". MCLR Rate means the interest rate announced by the Bank from time to time on a pre-announced date, as its MCLR rate for different maturities, in accordance with the guidelines issued by the Reserve Bank of India.

(B) **Computation of Interest:**

a) The Borrower shall be charged AIR and Pre-MI Interest (if applicable) on a Monthly Rest Basis at the rate mentioned here in above.

b) The MCLR Rate shall be reset on the period mentioned below:

Reset Date:

- **First Reset Date:** All the loans will be reset on the first day of the sixth calendar month (in case of MCLR 6 Months) including the month of disbursement.
- **Subsequent Reset Date/s:** will be the date which is immediately succeeding to the date on which six calendar months (in case of MCLR 6 Months) are completed from the earlier Reset Date.
- Applicable MCLR prevailing on the Reset Date + Spread shall be the Rate of Interest for that Facility until next Reset Date.

To illustrate: For a disbursement made on April 12, 2016 (in case of MCLR 6 Months) first reset date will be October 1, 2016 and the subsequent Reset date will be on April 1, 2017.

(In the similar way the Reset Dates for MCLR 1, 3 and 12 shall be calculated/ Interpreted)

For SDNMKJ Realty Pvt. Ltd
Director

(C) **Repayment of Loan and Payment of Interest:**

a) Prior to commencement of EMI / Monthly Installments provided in point (b) below, the Borrower shall be liable to pay the bank the Pre-MI Interest (if applicable).

b) Loan and AIR shall be payable by the Borrower in the following Monthly Installments:

EMI/Monthly Instalment (MI) Amount ₹	No. of EMI/MI	Period Form	To	Payable Month on or Before
837530/-	120 Mon	10/11/18	TO 10/10/28	10th

c) In the event of any benefit/ loss being caused as a consequence of the AIR variation, the same may either in the Monthly Installments or the tenure of the Loan. Provided that if as a consequences of any exte the tenure of the loan as a consequence of the AIR variation, the Maximum Tenure is likely to be excee Bank shall make appropriate changes in the Monthly Installment.

- Applicable MCLR prevailing on the Reset Date + Spread shall be the Rate of Interest for that Facility until next Reset date.
- To illustrate: for the disbursement made on April 12, 2016 (in case of MCLR 6) first reset date will be October 1, 2016 and the subsequent Reset date will be on April 1, 2017.
- (in the similar way the Reset Dates for MCLR 1, 3 and 12 shall be calculated/ interpreted)

C. **Repayment of Loan and Payment of Interest:**

a) Prior to commencement of Monthly Installments mentioned in point (b) below, the Borrower shall be liable to pay the Bank the Pre-MI (if applicable).

b) From the date immediately succeeding the date of expiry of ______________ months from the date of disbursement, Adjustable interest Rate linked to the reference Rate, shall be applicable, till the remaining tenure of the loan. Loan and AIR shall be payable by the Borrower in the Monthly Installments computed in accordance with the provisions contained Item No. (II) herein.

c) In the event of any benefit/ loss being caused as a consequence of the AIR variation, the same would not affect the aforesaid Monthly Installments and the Borrower shall be provided the benefit/ compensate for the loss, at the end of tenure of the Loan. Provided that if as a consequence of any extension of the tenure of the Loan as consequence of the AIR variation, the Maximum Tenure is likely to be exceeded, the bank shall make appropriate changes in the Monthly Installment.

SCHEDULE E

A) **DESCRIPTION OF THE PROPERTY**

	Title Deeds
Entire 2nd floor, Tower-A	
Entire 3rd, 4th & 5th	
floors of Tower-B, Ramky	
Selenium, Plot Nos. 31P	
& 32, Survey Nos. 115/22,	
24 & 25, Financial Dist, Nanak	
-ramguda (V) Serilingampally (m)	
R.R. Dist, Hyderabad.	

For SDNMKJ Realty Pvt Ltd
Director

IN WITNESS WHEREOF the parties hereto have signed the day, month and year first above written.

Name of the Borrowers	**Signature of the Borrowers**
SDNMKJ Realty Pvt ltd	For SDNMKJ Realty Pvt Ltd Director

Signed and Delivered by the within named :)
Kotak Mahindra Bank Limited by)

the hand of Mr. V. Raj Sekhar)
Its authorized signatory. 58942)

V. Rajasek

(To be filled by the Customer)

DISBURSEMENT REQUEST FORM

Date: 20|09|18

To
The Manger
Kotak Mahindra Bank Limited
Somajiguda
Hyderabad

Sub: Request for Disbursement

Dear Sir,

This is with reference to the Facility Letter No. LP10370533 dated 19|09|18 For ₹ 65000000 you are requested to disburse ₹ 65000000 (Rupees Six crores fifty lakhs only/-) as Full disbursement of the loan. Please issue a Banker's Cheque for an amount of ₹ (1) 191750/- (2) 22125/- (3) 64786125/- favouring (1) LAP1789783 8 (2) OD 1246374404 SCR (Bank Name) (3) KMBL (3) SDNMKJ REALTY PVT LTD Account No. (3) 1311514934

Request you to start the EMI/MI from the 1st/5th/10th of each month.

Yours faithfully,

For SDNMKJ Realty Pvt. Ltd
Director

Name and Signature of Borrower/Co-Borrower(s)

FOR OFFICE USE

Sanction/Facility Number	LP10370533 / LAP 17897838
Sanction Facility Date	19/09/18
Loan Amount ₹	65000000
Amount Drawn ₹	0
This Installment ₹	Full
Amount Balance ₹	Nill
Payee Name Checked	Yes

Jaswanth
Name and Signature of Relationship Manager/Customer Care

The serial no. of the disbursement installment e.g. first/second/third/final.

For SDNMKJ Realty Pvt. Ltd
Director

X

KMBL/HF/AGE-03

(To be filled by Customer and Certified by the Bank)

ECS AUTHORISATION CUM BANKER'S CERTIFICATION

Debit Mandate

Date:

To,

The Bank Manager,
(From where Credit has asked for repayment)

____

____

____

Dear Sir,

I/We have availed a loan from Kotak Mahindra Bank and wish to effect the repayment through the Electronic Clearing Services offered by the RBI towards settlement of my loan installment dues or/and any overdue/late Payment interest/cheque bounce charges/debit instrument failure cost. I/We request you to certify that the following information relating to my bank account is correct.

1. Customer Name :
2. Particulars of Bank Account : **(From where Credit has asked for repayment)**
   A. Bank Name :
   B. Branch Name :
   C. 9 Digit Code number of the bank and branch appearing on the MICR cheque issued by the Bank.

A. Account type : Saving / Current / Overdraft a/c (tick any one)
B. Equated Monthly Installment Amount : ______________
C. Ledger Number/Folio Number : ______________
D. Account Number : ______________
(As appearing on the cheque book)
E. Date of Effect : ______________
F. Upper Limit of ECS Debit Amount* : ______________
3. Utility Code : ______________

* Upper limit of ECS debit amount is the maximum amount that could be debited from the above mentioned account in order to meet any increase in interest rate/settlement of loan installment dues or/and any overdue/late payment interest/cheque bounce charges/debit instrument failure cost etc.

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not affected for reasons of incomplete or incorrect information, I/We would not hold Kotak Mahindra Bank responsible. I/We am/are aware of the Electronic Clearing Service Scheme and I/We agree to discharge my/our responsibility expected of me as a participant, under the scheme.

Yours Faithfully,

Signature of Sole/First Account Holder ______________

Name : ______________

Signature of Second/Joint Account Holder ______________

Name : ______________

(Please Note: To be signed by all account holders, as per the mandate on your savings/current/overdraft a/c with your Bank).

- ☐ **Certified that the particulars furnished above are correct and signatures of the account holder(s) are verified as per our records.**
- ☐ **We confirm the receipt & retention of the copy of the above ECS authorization for our records.**

Bank Stamp:

Name of the Authorised Signatory:

Date:

Signature of the Authorised Signatory of the Bank

Designation of the Authorised Signatory:

KMBL/HF/AGI 03

Sanction Letter

kotak

Kotak Mahindra Bank

Ref No :LP10370533 / 988055

Date : 19/09/2018

TO.
SDNMKJ REALTY PRIVATE LIMITED
5-2-223 GOKUL DITILLERY ROAD
SECUNDERABAD
SECUNDERABAD - 500003
ANDHRA PRADESH
Tel. : 04066335551

Dear Sir/Madam,
Your Application for Loan Against Property

Thank you for selecting Kotak Mahindra Bank (KMBL) (hereinafter referred to as "the Bank") for your Loan Against Property (LAP) requirements. With reference to the above, we are pleased to communicate sanction of the loan, subject to the general and the special terms and conditions set out in this letter.

We require your acknowledgement for having received this Sanction Letter and confirm that the terms and conditions as communicated herein for the LAP facility are acceptable to you. The Sanction Letter is therefore sent to you in duplicate. You are requested to return one copy duly signed at the relevant space in token of having accepted these terms. On receipt of the copy of Sanction Letter duly signed by you and your executing the required documents as per the terms of this Sanction Letter, we will arrange to release the facility.

Terms and Conditions of Sanction	
Loan Amount Limit:	Rs-65000000/-
Purpose:	Loan against Property
Guarantor(s)	MR. RAJESH JAYANTILAL KADAKIA MR. SOHAM SATISH MODI MR. SHARAD KUMAR JAYANTILAL KADAKIA
Security:	Such securities as may be required by the Bank
Equated Monthly Installment (EMI) / Monthly Installment (MI)	Rs.837530/- For 120 Months.
Type of Interest	Adjustable;
Interest Reset Period	First Reset Date: All the loans will be reset on the first day of the sixth calendar month (in case of MCLR 6M) including the month of disbursement. Subsequent Reset Date /s: will be the date which is immediately succeeding to the date on which six calendar months (in case of MCLR 6M)are completed from the earlier Reset Date. Applicable MCLR prevailing on the Reset Date + Spread shall be the Rate of Interest for that Facility until next Reset Date.To illustrate: For a disbursement made on April 12, 2017 (in case of MCLR 6M) first reset date will be October 1, 2017 and the subsequent Reset date will be on April 1, 2018 (In the similar way the Reset Dates for MCLR 1,3 and 12 shall be calculated / Interpreted)
Reference Rate/ Applicable MCLR	K-MCLR 6M
Rate of Interest	8.7 + .7% Applicable MCLR prevailing on the first disbursement under each Facility (whether partial or full) plus spread shall be the Rate of Interest for that Facility until next Reset Date. As on date the Rate of interest is 9.4% consisting of applicable MCLR rate @ 8.7% and the spread @ + .7%.
Applicable Reference Rate	8.7%;
Applicable Rate	9.4%;
Processing Fee (if any)	Rs.162500/-;
GST-Goods and Services Tax (currently @ 18% and as amended from time to time) plus any other applicable taxes.	Rs.29250/-;
Pre-EMI period (interest payable during construction, before commencement of EMI/MI)	Maximum 18 months
[illegible]	Maximum 120 months;

For SDNMKJ Realty Pvt. Ltd.

Director

For & on Behalf of Rajesh Jayantilal

For & on Behalf of Sharad Kumar

kotak

Kotak Mahindra Bank

22. The Bank shall be entitled to vary / change the rate of interest (including any change as may be directed by Reserve Bank of India and / or any other regulatory / statutory body) from time to time or method of computation of such rate of interest or to charge an additional or penal rate and send to the Borrower an intimation in that regard. Upon intimation of such change / variation in the interest rates Borrower shall be deemed to have consented to such change / variation. The Borrower agrees / undertakes to pay interest at the rates as may be revised from time to time.

23. The rate of interest as mentioned in this sanction letter is subject to change in accordance with the prevailing as on date of disbursement which is construed to be the final sanction terms and as mentioned in the schedule to the loan agreement.

24. Bank shall compute its MCLR linked to the fortnightly/Monthly/Quarterly/Half Yearly/Yearly Tenor on a monthly basis. Prevailing months MCLR rates will be displayed on Kotak banks website. The borrower/s is/are made aware that Bank would not be obliged to inform either in advance or subsequently of the said charges in the MCLR. . Borrower is deemed to have noticed the said change whenever it is displayed/notified at/by the branch or website.

25. Kotak bank can change the reset frequency for the mortgage loans on a later date at its sole discretion, after customer consent The MCLR on the day the loan is disbursed will be applicable till the next reset date, irrespective of the changes in MCLR during the interim period.

26. The proposed property/security shall be insured at all times. The details of insurance of the property need to submitted to the bank within 30 days of disbursement. In our endeavor to assist you, we would like to inform you that the bank is the corporate agent of Kotak Mahindra General Insurance Company Ltd. (KGI) In case you are interested in availing insurance for the property, kindly let us know. Please note that in case of non-receipt of the details of the insurance within the specified time, the Bank reserves the right to debit your loan account with your consent towards the insurance premium amount and obtain an insurance cover for the property assigned in favor of the Bank, however we would like to make it very clear that it is not mandatory to use the services of the insurance provider.

27. Opting for loan amount with life/property insurance in the sanction letter is only an intent of the customer and such selection is not binding on the bank. Such selection shall become effective only upon the borrower explicitly instructing the bank in writing to disburse the premium to the insurance company directly and on the borrower complying with the formalities as required by the insurance company. The bank shall not be liable for any consequences/damages/losses arising out of non compliance of the same.

28. The property shall be well maintained at all times and during the pendency of loan if the property suffers any loss on account of natural calamities or due to riots etc, the same should be intimated to the bank without fail.

29. The borrowers and Guarantors shall not voluntarily cause any harm to the property that may in any way be detrimental to the interests of the bank. You shall make up for any loss incurred to the bank on account of any damages occurring to the property due to deviation from the approved plan.

30. You will ensure that the property is transferred in your name and the necessary tax assessment is completed, all taxes on the property should be promptly paid.

31.The borrowers and Guarantors shall be deemed to have given their express consent to the bank to disclose the information and data furnished by them to the bank and also those regarding the credit facility/ies to the CIBIL upon signing the copy of the sanction letter. The borrowers and guarantors further agree that they shall further execute such additional documents as may be necessary for this purpose.

32. The borrower shall immediately intimate the bank in the event of any change in the repayment capacity of the borrower. Without limitation this shall include loss/change in job./profession etc, as also any change in information stated in the application form.

33.The bank reserves the right to increase the interest rate on the sanctioned financial facilities, including increasing the interest spread, in the event of downgrade in Borrower internal or external rating.

34.The bank reserves the right to increase the intrest rate on the sanctioned financial facilities, including increasing spread, in the event of downgrade in Borrower internal or external rating.

35.Cheque or Instruction Dishonour charges is Rs.750(Rupees Seven Hundred and Fifty Only) per instrument per instance

36.Collection charges are 30 percent of Bounce Charges plus Penal Accrued.

37.Commitment Charges is 2 (Two) percent.

38.Documentation Charges Of Rs. Nil (Plus GST(currently @ 18 percent(as amended from time to time)) and other applicable taxes and other applicable statuary levies) shall be payable by the Borrower(s).

39.Full Prepayment will be allowed during the course of this Agreement on the payment of 4 (Four) percent plus GST(currently @ 18 percent (as amended fromtime to time)) and other applicable taxes as prepayment charges, on the aggregate amount of Loan outstanding and also on any amounts part prepaid during the last 12(Twelve) months.

40.Repayment to be taken from KMBL Escrow account

41.RMOE to be done infavour of KMBL agaist proposed commercial procprties

42.ROC charge creation to be done infavour of KMBL post disbursement

For SONMKS Realty Pvt. Ltd

Director

For & on Behalf of Rajesh Jayanti

For & on Behalf of Shaik A Kumar