

Loan Agreement

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Important notice

The borrower needs to read this agreement.

It sets out specific terms and conditions on which the *Bank* agrees to provide the *borrower* with the Loan Against Property - HomeSaver.

Under the Loan Against Property - HomeSaver, the *borrower* may choose to open a *HomeSaver account*. The *borrower* only needs to pay interest on the *HomeSaver net balance*. The *HomeSaver net balance* may vary each day. If there is any *interest saved*, the *Bank* applies it as a prepayment of principal. *Interest saved* is credited to the *HomeSaver account* and available to the *borrower* to redraw.

Key words

The meaning of key words printed *like* this and other words used in this agreement is explained at the beginning of this agreement.

Loan Agreement

This agreement is entered into on the date and at the place stated in the *schedule* between:

Standard Chartered Bank incorporated in England by a Royal Charter of 1853 and having its branch office in several cities in India including at the address stated in the *schedule* (the "*Bank*") includes its successors and assigns; and

The Borrower being the person stated as the Borrower in the schedule (the "*borrower*"). If there is more than one, the "*borrower*" means each person separately as well as every 2 or more of them jointly.

Terms

1 Meaning of words

application means the application form signed by the *borrower* together with all related forms and consents signed by the *borrower* in connection with the *borrower's* application for the *loan facility*.

availability period means, if an availability period is stated in the schedule or if the *Bank* otherwise advises the *borrower* that funds can only be provided under the *loan facility* during a specified period, that period.

balance owing means, at any time, the *loan* and all other amounts owing in connection with this agreement (for example, interest, costs and fees). When this amount is to be calculated for the end of a day, it includes all debits and credits the *Bank* assigns to the *loan account* to that day.

Bank's directors or senior officers means each director, the Chief Executive Officer and each of the two most senior officers of the credit and business divisions of the *Bank* or any other division of the *Bank* responsible for providing the *loan facility*.

borrower's agent means any person the *borrower* authorises (either alone or collectively) and the *Bank* approves to act on the *borrower's* behalf in giving instructions, to perform any other acts in connection with the *loan facility* or this agreement (including collecting funds or making repayments).

circumstances beyond the Bank's control means circumstances beyond the *Bank's* reasonable control including natural events, steps taken or policies imposed by authorities, adverse market or trading conditions, failure of third parties, failure of communication or computer facilities and civil disturbances.

costs includes legal costs, charges and expenses, including those in connection with legal advisers.

default means any of the events described or referred to in clause 13 (Events of default).

default rate means, for the *loan facility* and at a particular time, the rate of interest per annum which applies to amounts owing under the *loan facility* as stated in the *schedule*, or as otherwise notified by the *Bank* to the *borrower*.

defaulter list means any list published by the Reserve Bank of India, Credit Information Bureau of India Limited or any other authority under applicable law listing persons in or connected with default, irregularity or violation of any kind.

interest saved means an amount equal to the difference (if any) between the interest payable by the *borrower* under the *loan facility* as a result of maintaining a *HomeSaver* account and the interest the *borrower* would have had to pay if the *loan facility* was a standard Loan Against Property.

EMI means each equal monthly instalment amount the *borrower* is required to make under this agreement. Each instalment amount is made up of principal (as adjusted in accordance with clause 7.3) and interest.

HomeSaver account means a current account maintained by the *borrower* with the *Bank* which is linked to the *loan account*.

HomeSaver net balance means, for a particular day, the *loan* minus the credit balance (if any) in the *HomeSaver account*.

loan means the outstanding principal amount of all drawdowns under a *loan facility*.

loan account means the account maintained by the *Bank* which records the *balance owing* by the *borrower*.

loan amount means the amount the *Bank* agrees to provide under the *loan facility* as stated in the *schedule*.

loan facility means the loan facility the *Bank* makes available to the *borrower* under this agreement as described in the *schedule*.

loss includes any loss, damage, demand, claims, liabilities, and costs of any kind.

spread means the difference between the borrower's floating rate of interest and the External Benchmark Rate and will be determined by factors such as Credit parameters (Expected Losses, quality of Collaterals and credit risk rating, risk profile of the industry/sector, tenure premium, account behaviour-Financial and bureau / conduct) and Business Strategy parameters (risk weight assets, market competition, operating costs, embedded options in the loan products, PSL assets qualification and account plan, market liquidity).

mortgage insurance means insurance the *Bank* requires to protect it against *loss* in connection with the *loan facility*. This includes Mortgage Redemption Term Assurance (MRTA), Household Protection Insurance and any other mortgage insurance stated in the *schedule*.

mortgaged property means each property the subject of the *security*, including the property owned by the *borrower*. Each property includes:

- if it is part of a building, the entire built up area (including all additions, alterations or other works), the *borrower's* proportionate share in the common areas of the building and the *borrower's* proportionate undivided share in the land on which the building is situated; or
- if it is an independent building, the entire building (including all additions, alterations or other works) and the entire plot of land on which the building is situated.

nominated account means an account the *borrower* and the *Bank* agree is the account used for the purposes of transactions in connection with the *loan facility*. This may be the *HomeSaver account* or an account with a financial institution other than the *Bank*.

schedule means the schedule at the end of this agreement. It forms part of this agreement.

security means each *security interest* the *Bank* requires in connection with this agreement. It includes any *security interest* provided to the *Bank* under clause 9 (Security).

security interest means any security for the payment of money or performance of obligations including a mortgage, charge, pledge, lien or guarantee and indemnity.

security provider means each person who provides *security*.

SMS means a Short Message Service using a mobile telephone.

Standard Chartered Group means each of Standard Chartered PLC and its subsidiaries and affiliates (including each branch or representative office).

tax means any tax, levy, impost, stamp duty or other duty, charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of it).

The singular includes the plural and vice versa.

Headings in this agreement are for convenience only and do not affect their interpretation.

A reference to:

- a "banking day" is a reference to a day when banks are open for general banking business at the *Bank's* address stated in the *schedule* (other than Sundays and public holidays);

- "person" (including the *borrower* and the *Bank*) includes an individual, a sole proprietorship, a Hindu Undivided Family, a partnership, a body corporate, an unincorporated association, a government, a state, a club, a society, an agency of a state and a trust or any other institution;
- a person (including the *borrower* and the *Bank*) includes that person's heirs, executors, administrators, successors, substitutes (including by novation) and assigns and this agreement binds those persons;
- a person has an "interest in" or "relationship with" another person if they are a relative, partner, guarantor, manager, employee or director of, or holder of a substantial interest in, the other person;
- a person is a "relative" of another person if they are the spouse, father, mother (including step-mother), son (including step-son), son's wife, daughter (including step-daughter), daughter's husband, brother (including step-brother), brother's wife, sister (including step-sister), sister's husband, brother (including step-brother) of the spouse or sister (including step-sister) of the spouse, of the other person;
- a person has a "substantial interest" in another person if they or their spouse or children (separately or jointly) hold, in the case of a corporation, more than 10% of the paid up share capital of the corporation or, in the case of a partnership, more than 10% of the total capital subscribed in the partnership;
- "including", "such as" or "for example" when introducing an example does not limit the meaning of words to which the example relates to that example or examples of a similar kind;
- a law includes any Act, ordinance, regulation, rule, official directive, request, or guideline (whether or not having the force of law) of any authority;
- a document (such as this agreement) includes any variation or replacement of it and any reference to any details set out in a document (for example, the *loan amount*, fees, interest rates or repayment arrangements) is a reference to those details as varied in accordance with this agreement or as otherwise agreed; and
- anything includes any part of it.

Terms which are not defined in this agreement have the meaning (if any) given to them under the General Clauses Act, 1897.

2 The loan

The loan

- 2.1 The *Bank* agrees to provide the borrower with the loan on the terms and conditions of this agreement and the Facility Letter annexed hereto which has been accepted by the borrower / co-borrower, if any (the Facility Letter)

Purpose

- 2.2 The *borrower* must use the *loan facility* (and the *Bank* provides funds) only for the purpose set out in the *schedule* or as otherwise approved by the *Bank*. The *loan* must not be used in connection with stock market transactions, gambling, chit fund or any other activity specified under any law or by the *Bank* as a restricted activity.

How the Bank provides the funds

- 2.3 The *Bank* pays the funds by duly crossed cheque and marked "A/c payee only" or by electronic fund transfer as directed by the *borrower* or the *borrower's agent*. The *borrower* must pay any cheque collection charges. Interest payable by the *borrower* under this agreement accrues from the time the *Bank* notifies the *borrower* the cheque is available (regardless of the time it is collected or cashed).

Term

- 2.4 The term of the *loan facility* commences on the date of the first drawdown and continues until the *balance owing* is fully repaid or for the period stated in the *schedule* / revised term as notified by the *Bank*, whichever is earlier.
- 2.5 If the *borrower* asks, the *Bank* may allow the original term of the *loan facility* to be extended up to a maximum period as stated in the *schedule*. This is to allow the *EMI* to be maintained despite any change in the interest rate (see clause 6.3).
- 2.6 If the *borrower* does not fully draw down the funds by the end of any *availability period*, the *Bank* may vary the term of the *loan facility*, the *EMI*, or the number of *EMIs*.

Conversion

- 2.7 If the *borrower* wants to convert the *loan facility* to another type of loan facility the *Bank* offers, please contact the *Bank* to discuss the available options. If the *Bank* agrees to a conversion it must be on terms satisfactory to the *Bank* (including payment of fees and costs).

Joint and separate liability of borrower

- 2.8 If there is more than one *borrower*, each *borrower* is liable jointly and separately for all obligations under this agreement (including the obligation to repay the *balance owing*) irrespective of the fact that any of them has not drawn any part of the loan amount. The *borrower's* obligations under this agreement are separate from their obligations under any other arrangement the *borrower* has entered into with any member of the *Standard Chartered Group* and the obligations of any guarantor of the *loan facility*.

3 Pre-conditions to use

- 3.1 Before the *borrower* can use the *loan facility*, the *borrower* must:
- create security interest over the mortgaged property in favour of the *Bank* in a form and manner acceptable to the *Bank* which the *Bank* considers necessary to ensure that the security is effective which may include handing over all the documents to the *Bank* including title documents;
 - pay all the *Bank's costs* in connection with the *loan facility*. (The *Bank* may deduct any fees payable from funds drawn down);
 - satisfy the *Bank's* insurance requirements (including, payment of the insurance premiums in the manner the *Bank* requires) and the requirements of the insurer;
 - provide the *Bank* with evidence that the *borrower* and any *security provider* has clear and marketable title to the *mortgaged property*;
 - provide the *Bank* with a declaration that there is no pending or threatened proceeding affecting the *borrower* or any of the *borrower's* property (including any suit in the Municipal Magistrates Court in connection with the property) which is likely to have a material adverse effect on the *borrower's* business, property or financial condition or their ability or willingness to comply with their obligations under this agreement;
 - comply with all applicable guidelines of the Reserve Bank of India and any other authority;
 - provide the *Bank* with all other documents and information the *Bank* reasonably requests.

Each item the *borrower* is required to provide the *Bank* must be in form and substance satisfactory to the *Bank*, the *Bank's* lawyers and the *Bank's* consultants (including evidence of stamping (if applicable) and if a document is not an original document, it must be certified in the manner the *Bank* requires as being a true and up to date copy of the original).

- 3.2 The *Bank* need not provide any funds to the *borrower* or otherwise allow the *borrower* to use the *loan facility* if:
- "the *Bank* considers the *borrower* may be in default;
 - "the *Bank* considers that the *borrower* may not be able to satisfy the *borrower's* obligations to the *Bank* under this agreement. The *Bank* may determine this is the case if, for example, there has been a change in the *borrower's* financial position since the date of the *borrower's application*;
 - "the *availability period* has expired;
 - "the *borrower's* request for funds exceeds the *loan amount*; or
 - "the *borrower* gives the *Bank* any incorrect, incomplete or misleading information or makes an incorrect or misleading representation or warranty.

4 HomeSaver account

Opening

- 4.1 If the *borrower* asks, the Bank may open a *HomeSaver account* for the *borrower*. If the *Bank* agrees to do so, it may take up to 10 banking days for the *Bank* to establish. The *HomeSaver account* is provided to the *borrower* on the terms and conditions for current accounts which the *Bank* provides to the *borrower* when the *borrower* applies to open the *HomeSaver account*, together with the terms and conditions of this agreement. To the extent of any inconsistency between this agreement and the terms and conditions for current accounts, the terms and conditions of this agreement prevail.

Operation

- 4.2 The *Bank* may provide a cheque book or a debit card for the operation of the *borrower's HomeSaver account*. The *borrower* must use the cheque book and the debit card in accordance with the terms and conditions the *Bank* specifies.
- 4.3 The *borrower* must not withdraw from their *HomeSaver account* more than the available balance. The available balance at any time is the difference between all amounts credited (including deposits the *borrower* makes) plus *interest saved* and all amounts debited to the *HomeSaver account* at that time. The *Bank* may restrict the number and frequency of withdrawals from the *HomeSaver account*. If the *borrower* requests a withdrawal which would exceed the available balance in the *HomeSaver account* or would exceed the number or frequency of withdrawals permitted, the *Bank* need not satisfy the request (or honour the cheques or other instruments drawn on the *HomeSaver Account*). The *Bank* is not liable for any loss the *borrower* may suffer as a result of the *Bank's* action.

No interest paid

- 4.4 No interest is payable on the credit balance (if any) in the *HomeSaver account*.

Cancellation of loan facility

- 4.5 If the *loan facility* is terminated or cancelled by the *Bank* for any reason, the *Bank*:
- "immediately cancels any cheque book or debit card issued by the *Bank* in connection with the *HomeSaver account*. The *borrower* must immediately destroy the cheque book or debit card; and
 - closes the *HomeSaver account* after applying the credit balance in the *HomeSaver account* to reduce the *balance owing*. After the *balance owing* is fully repaid, any remaining credit balance in the *HomeSaver account* is paid to the *borrower*.

Closing

- 4.6 The *Bank* may close the *HomeSaver account* or delink the *HomeSaver account* from the *loan account* if:
- the *borrower* asks for the closure or delinking;
 - the *balance owing* is fully repaid; or
 - the *loan facility* is cancelled by the *Bank* or the *balance owing* becomes immediately due and payable to the *Bank* for any other reason.

Tax

- 4.7 The *borrower* must calculate their tax liability or benefit accruing in connection with their *HomeSaver account*. The *Bank* has no responsibility to do so.

EMI obligations not affected

- 4.8 The balance in the *HomeSaver account* at any time (whether a credit or debit balance) does not affect the *borrower's* obligations to repay the *EMIs* in accordance with this agreement.

HomeSaver account statements

- 4.9 If the *Bank* maintains a *HomeSaver account* for the *borrower*, the *loan* is shown in the statements the *Bank* issues in connection with the *HomeSaver account*.

5 Interest, fees and costs

Interest

- 5.1 The *Borrower* must pay interest on the loan monthly as part of the *EMI*. An indicative interest rate is stated in the Schedule and the Facility Letter issued to you. The *Bank* publishes the External Benchmark Rate every month on the *Bank's* website. If the External Benchmark Rate moves upwards or downwards within the validity period of the sanction letter and prior to first disbursement of the loan, the interest rate will be revised upwards or downwards respectively.
- 5.2 Unless otherwise stated in the *schedule*, interest accrues on a daily basis and is calculated on the basis of a 365 day year (a 366 day year in the case of a leap year) (or as determined by reference to usual market practice for the relevant currency).
- 5.3 Interest is payable as part of the *EMI* on the dates set out in the *schedule*.

Fees and costs

- 5.4 The *borrower* must pay the *Bank* on demand all costs the *Bank* incurs in connection with:
- the preparation of this agreement and the *security*; and
 - searches and enquiries made in connection with the *borrower*, any *security provider* or the *mortgaged property*.
- 5.5 The *borrower* must pay all other fees and costs for the *loan facility*. The details of fees and costs are stated in the *schedule* or are available by contacting the *Bank* at any of its branches, by phone banking or by visiting the *Bank's* website.
- 5.6 If at any time the *loan*, as a percentage of the credit balance in the *HomeSaver account*, is below a trigger level set by the *Bank*, the *Bank* charges a deposit service fee. The *Bank* notifies the *borrower* the credit balance trigger level and the rate of the deposit service fee in writing.
- 5.7 The *borrower* must pay the *HomeSaver* annual fee as mentioned in the *schedule*/schedule of charges which will be charged on the *balance owing* every year in the month in which the *loan* is disbursed and on the amount outstanding as at the end of that month. The charge will be annual in nature and will be charged for the subsequent 12 months.

Government charges

- 5.8 The *borrower* must pay the *Bank*, or the *Bank* may deduct from funds drawn down, an amount equal to any government charges, taxes and duties (however described) on or in connection with this agreement. These are payable whether or not the *borrower* is primarily liable for those charges, taxes and duties.

The Loan shall further attract tax/levy as may become applicable in terms of relevant laws.

All charges and expenses quoted in this Agreement are exclusive of Goods and Services Tax (GST), CESS, or similar tax (if applicable), which shall be charged/collected by SCB at the applicable rates, for the time being in force in India at the time of execution of this contract/agreement or thereafter.

In cases where borrower is entitled to any exemption and / or concessional rate under GST Law or any other Indirect Tax Laws, as may be applicable, it is the sole responsibility of the borrower to inform the Bank. Further, if any borrower specific information is required for the purpose of calculation and determination of these taxes, it is the sole responsibility of the borrower to provide the same to the Bank.

Default interest

- 5.9 From the time any amount under this agreement is overdue for payment until it is paid, the *borrower* must pay interest at the *default rate* on the overdue amount when the *Bank* asks.

Review of interest, fees and costs

- 5.10 Interest rate and fees, costs and Spread are revised periodically. The borrower's interest rates may be revised as a result of changes to the External Benchmark Rate including but not limited to Spread made by the Bank or as directed by the Reserve Bank of India. The Spread can have a downward revision. However the credit risk premium may undergo change when borrower's credit assessment undergoes a change which may result in upward revision of the Spread. Apart from this, other components of Spread (Business strategy including operating cost) could be increased once in three years only.

Calculation

- 5.11 The *EMI* is calculated on the basis of monthly rests at the applicable interest rate and rounded off to the next rupee.

Refund

- 5.12 The *borrower* is not entitled to any refund of any interest, fee or costs the *borrower* has paid or to any subsidy the *borrower* has received including where the *borrower* does not use the *loan facility* or the *Bank* no longer needs to provide the *loan facility*. However, if the *Bank* does not accept the *borrower's application*, the *Bank* refunds an amount of up to Rupees 2000 or the actual processing fee (as stated in the *schedule*) paid by the *borrower*, whichever is lower.

Interest accrual and cancellation of mortgage insurance

- 5.13 If part of the *loan* is used to pay any *mortgage insurance* premium and, after disbursement, the *mortgage insurance* is cancelled or the application for the *mortgage insurance* is not accepted for any reason, interest continues to accrue on the *balance owing* (including the amount used to pay the *mortgage insurance* premium). To the extent the *Bank* receives any refund of the *mortgage insurance* premium, the *Bank* will apply it against the *balance owing*.

6 Repayment

Repayment by equal monthly instalments

- 6.1 The *borrower* must repay the *loan facility* in instalments as stated in the *schedule*. The *Bank* notifies the *borrower* the amount of the *EMI* and each *EMI* payment date. Any *balance owing* (after payment of all *EMIs*) must be repaid on the final payment date the *Bank* notifies the *borrower*.
- 6.2 The *borrower* must pay the *EMIs* even if the *borrower* does not withdraw all or any of the *loan* the *Bank* deposits in the *nominated account*.
- 6.3 If the *Bank* increases or decreases the *EMI* or the term of the *loan facility*, the *Bank* will notify the *borrower* of the revised *EMI* or the revised term of the *loan facility*. If the *Bank* varies the interest rate on the *loan facility* for any reason or if for any other reason the scheduled *EMIs* would not result in the *loan* being repaid on time, the *Bank* may:
- vary the amount of the *EMI* and the number of *EMIs*; or
 - if the *schedule* states that the *loan facility* has a term that may be extended if an interest rate increases, extend the term of the *loan facility* (until it reaches the maximum term stated).
- However, if the maximum term is reached, the *Bank* may vary the *EMI*.
- 6.4 If the *borrower* is in *default*, the *Bank* may review the repayment terms and vary them (including the amount and number of *EMIs* and the term of the *loan facility*) as the *Bank* considers appropriate. The *Bank* will notify the *borrower* the revised terms.
- 6.5 The right to vary under this clause 6 is in addition to the *Bank's* other rights to vary as set out in this agreement. See, for example, clause 5.10 (Review of interest, fees and costs) and clause 17.7 (Variation).

Repayment on termination of employment

- 6.6 If:
- "the *borrower* resigns or retires from their employment; or
 - the *borrower's* employer ends their employment,
- for any reason, the *borrower* must immediately repay the *balance owing*. The *borrower* authorises the *Bank* to direct the *borrower's* employer to pay any remuneration or other benefits payable in connection with termination of the *borrower's* employment directly to the *Bank*. If this amount is insufficient to repay all amounts the *borrower* owes the *Bank* in connection with the *loan facility*, the *borrower* must pay the *Bank* the balance in the manner the *Bank* notifies the *borrower*.

7 Prepayment

Prepayment

- 7.1 The *borrower* may prepay all or part of the *loan facility* if:
- the *borrower* gives the *Bank* reasonable notice in writing. Please contact the *Bank* for further information;
 - the prepayment amount complies with any minimum or maximum amount the *Bank* specifies;
 - the *borrower* prepays only part of the *loan*, the *borrower* maintains a minimum *loan* balance the *Bank* specifies; and
 - when the *borrower* prepays, the *borrower* also pays all accrued but unpaid interest, fees and costs in connection with the *loan facility* (including any early redemption or prepayment fees the *Bank* charges in connection with the prepayment).
- Any minimum or maximum prepayment amount or early redemption or prepayment fees may be varied at any time by the *Bank*.
- 7.2 If the *borrower* prepays only part of the *loan*, the *Bank* may adjust the amount of each *EMI*, the number of *EMIs* and the term of the *loan facility*. Any amount prepaid is credited to the *loan account*.

Interest saved is applied as a prepayment

- 7.3 The amount of any *interest saved* is applied to the *loan* as a prepayment of principal. *Interest saved* is credited to the *HomeSaver account* and available to the *borrower* to redraw.

8 Payments - general

Place of payment

- 8.1 All payments must be paid at the *Bank's* office stated in the *schedule*.

Payments in full

- 8.2 All payments the *borrower* must make to the *Bank* under this agreement must be received by the *Bank* on the due date in full in immediately available funds by cheque or bank draft drawn on a bank the *Bank* approves and in the currency the *Bank* specifies, without set-off, counterclaim or deduction or withholding (including on account of any *tax*) unless the deduction or withholding is required by law.

Withholding tax

- 8.3 If a law requires the *borrower* to deduct any *tax* from a payment to the *Bank*, the *borrower* must increase the amount payable so that, after making the deduction, the *Bank* receives the amount it would have received if no deduction had been required. The *borrower* agrees to deduct the amount for the *tax*, pay that amount to the relevant authority in accordance with applicable law and give the *Bank* the original receipts.

Value added tax

- 8.4 All payments to be made by the *borrower* in connection with this agreement are calculated without regard to any goods and services tax, consumption tax, value added tax or any tax of a similar nature. If any of these types of taxes is payable in connection with the payment, the *borrower* must pay the *Bank* an additional amount equal to the payment multiplied by the appropriate rate of tax. The *borrower* must do so at the same time as making the payment.

Right of set off

- 8.5 The *Bank* (and each other member of the *Standard Chartered Group*) may set off any amount the *Bank* (or any other member of the *Standard Chartered Group*) owes the *borrower* against any amount the *borrower* owes the *Bank* (or any other member of the *Standard Chartered Group*). (This applies whether or not the obligation is matured or contingent). The *Bank* (and each other member of the *Standard Chartered Group*) may also combine or consolidate all accounts the *borrower* maintains with the *Bank*. If the *Bank* (or any other member of the *Standard Chartered Group*) combine accounts, the *Bank* (or any other member of the *Standard Chartered Group*) will apply any credit funds held by the *borrower* in their accounts to reduce the amount owing by the *borrower* in relation to the *borrower's* other accounts. The *Bank* (and any member of the *Standard Chartered Group*) may do so at any time (even if the *borrower* is not in default).
- 8.6 If the *borrower* has a joint account, the *Bank* (and each other member of the *Standard Chartered Group*) may set off any amount the *Bank* (or any other member of the *Standard Chartered Group*) owes the *borrower* against any amount owing to the *Bank* (or any other member of the *Standard Chartered Group*) in any one accountholder's account.
- 8.7 For the purposes of clauses 8.5 and 8.6 each member of the *Standard Chartered Group* may make any necessary currency conversions at the rate they reasonably consider appropriate.

Banking days

- 8.8 If an amount is due on a day which is not a banking day, the *borrower* must pay it on the preceding banking day.

No reminders

- 8.9 It is the *borrower's* responsibility to ensure all payments (including *EMIs*, fees and costs) are made on time. The *Bank* does not issue reminders.

Debiting accounts

- 8.10 The *Bank* may debit (without notice to the *borrower*) any interest, fees, costs or any other amount the *borrower* owes the *Bank* in connection with the *loan facility* to the *loan account* and debit funds to pay these amounts from the *nominated account*.

Insufficient funds

- 8.11 If the *borrower* has insufficient funds in any account (including the *nominated account*) in respect of which the *Bank* is entitled to debit amounts the *borrower* owes the *Bank*, yet the *Bank* still decides to debit the account, the *Bank's* action does not constitute a waiver or otherwise affect the *Bank's* rights under this agreement.
- 8.12 If the *borrower* makes a payment by cheque and it is dishonoured, the *Bank* may commence criminal proceedings against the *borrower* under section 138 of the Negotiable Instruments Act 1881 of India.

Instructions under Reserve Bank of India's Electronic Clearing System / Standing Instructions

- 8.13 If the *Bank* requires the *borrower* to pay the *Bank* an amount by automatic payment from an account with another financial institution the *borrower* must:
- organise a payment arrangement with the other financial institution under which an amount equal to the amount, is debited from that account and deposited in the *borrower's nominated account* on each payment date and give the *Bank* satisfactory evidence that this is in place; or
 - provide the *Bank* with any authority the *Bank* requires to enable the *Bank* to debit the amount, to that account; or
 - if the *Bank* asks, give the *Bank* one or more signed undated cheques in the *Bank's* favour with the amount left blank and otherwise drawn as the *Bank* requires.

Authority to instruct employer to deduct

- 8.14 The *borrower* authorises the *Bank* to instruct the *borrower's* employer to debit amounts the *borrower* owes the *Bank* from the *borrower's* salary, termination or other employment benefit.

Authority to fill in cheques

- 8.15 If the *borrower* provides the *Bank* with any cheques, the *borrower* irrevocably authorises and appoints the *Bank* as the *borrower's* attorney to fill in the dates and amounts in the cheques for an amount not exceeding the *loan amount* and acknowledges that the *Bank* may use these cheques to pay any amount the *borrower* owes the *Bank* in connection with the *loan facility*.

Honouring payment instruments

- 8.16 The *borrower* must ensure that any payment instrument or payment instruction is honoured. For example, the *borrower* must:
- ensure that the *borrower* has sufficient funds in the account to be debited (including the *nominated account*);
 - not stop cheques;
 - not cancel or vary any payment arrangement (unless the *Bank* asks the *borrower* to do so to reflect a change in the instalments) or close or change the account on which cheques are drawn.

Post-dated cheques

- 8.17 If the *Bank* requires the *borrower* to pay an amount by post-dated cheques, the *borrower* must:
- give the *Bank* post-dated cheques in the *Bank's* favour for an amount equal to each payment amount; and
 - replace the cheques if the *Bank* asks.
- How the *Bank* applies payments
- 8.18 Payments are taken to be made when the *Bank* credits them to the *loan account*. The *Bank* does this as soon as practicable after receipt.
- 8.19 The *Bank* may use amounts it receives under this agreement to pay amounts the *borrower* owes the *Bank* in the following order (or any other order the *Bank* chooses):
- costs (including enforcement costs);
 - fees;
 - the unpaid interest component of any unpaid *EMI*;
 - the unpaid principal component of any unpaid *EMI*;
 - default interest;
 - the unpaid principal component of the *loan*; and
 - finally, any other amount owing.

However, if any *security* is enforced, the proceeds of enforcement of the *security* may be used by the *Bank* to pay the *balance owing* and any other amounts owing in connection with the *security* in any order the *Bank* chooses.

Payments into suspense account

- 8.20 The *Bank* may place in a suspense account any payment the *Bank* receives in connection with this agreement for so long as the *Bank* considers appropriate. This is to protect the *Bank's* rights to recover other amounts the *borrower* owes the *Bank*.

Insolvent payments

- 8.21 Under insolvency law, a person may demand the refund of a payment the *Bank* has received under this agreement. To the extent the *Bank* is obliged to make a refund or the *Bank* agrees to do so, the *Bank* may treat the original payment as if it had not been made. The *Bank* is then entitled to its rights against the *borrower* under this agreement as if the payment had never been made.

9 Security

Security over the property

- 9.1 To secure the *balance owing* and any other amount which the *borrower* may owe the *Bank* at any time, the *borrower* must provide (or arrange for any other *security provider* to provide) each *security interest* the *Bank* requires. This includes the *borrower* and any other *security provider* depositing as security all title documents to the *mortgaged property*, if the *Bank* requires this to be done before the loan facility is disbursed.

Depreciation of mortgage property

- 9.2 If the *Bank* considers that the value of the *mortgaged property* has depreciated since the date of this agreement, the *Bank* may require the *borrower* to provide or arrange for additional *security interests* to be granted to the *Bank*. The *borrower* must do so promptly after the *Bank's* request.

Further steps

- 9.3 In addition to any other *security interest* the *Bank* may require, the *borrower* must do anything the *Bank* asks (such as obtaining consents, signing and delivering documents and getting documents completed and signed) to:
- provide further or more effective *security* to the *Bank* to secure the *balance owing* and any other amount which the *borrower* may owe the *Bank* at any time; and
 - allow the *Bank* to exercise its rights in connection with the *borrower's* property.

Cross collateralisation

- 9.4 The *borrower* acknowledges that each *security* secures all amounts the *borrower* owes the *Bank* at any time on any account (including in connection with the *loan facility*). Even if the *borrower* repays the *balance owing*, the *Bank* need not release any *security* until the *Bank* is satisfied that no other amount is due or may become due for payment to the *Bank* by the *borrower*.

Bankers lien

- 9.5 In addition to any other *security interest* the *Bank* requires to secure any amount the *borrower* owes the *Bank* at any time, all the *borrower's* credit balances, money, securities, documents, instruments and other valuables deposited with the *Bank* are, on deposit, subject to a banker's lien to the *Bank*. Without limiting the *Bank's* other rights, the *Bank* may set off any such amounts or apply the lien as security for, any obligations the *borrower* owes to the *Bank*. If the *borrower* is in *default*, the *Bank* may sell or deal with the *borrower's* property to satisfy the *borrower's* obligations to the *Bank*. The *Bank* may do so without notifying the *borrower*.

Ensure compliance by security provider

- 9.6 The *borrower* must ensure that each *security provider* complies with their obligations under the *security* they provide to the *Bank*.

10 Covenants

General

- 10.1 The *borrower* must:
- **(change of employment)** immediately notify the *Bank* if the *borrower* changes the *borrower's* employment, business or profession;
 - **(notify default)** immediately notify the *Bank* if the *borrower* is or may be in *default* and give the *Bank* full details of the *default* and any step taken or proposed to remedy it;
 - **(maintenance)** keep the *mortgaged property* in good condition and correct any defect;
 - **(compliance with rules)** comply with all laws and requirements of authorities or governing bodies and the *borrower's* other obligations in connection with the *mortgaged property*;
 - **(comply with payment obligations)** pay on time all amounts for which the *borrower* is responsible as owner of the *mortgaged property* (including *taxes*, fees and costs);
 - **(loss or damage)** notify the *Bank* of any material *loss or damage* to the *mortgaged property*;
 - **(additions or alterations)** notify the *Bank* before any additions, alterations or other works are carried out on the *mortgaged property*;
 - **(financial records)** if the *borrower* is a person other than an individual, provide the *Bank* with its annual audited financial statements.
 - **(clear title documents)** the *borrower* has provided the *Bank* with all title documents to the *mortgaged property* which are in the *borrower's* possession;
 - **(comply with directions)** the *borrower* (and the *security provider*) agree and undertake that they shall upon a request made by the *Bank* do all such acts, deeds and things which may be required to perfect the security created pursuant to Clause 8 of this Agreement. This may include without limitation all regulatory filings, registrations, intimations to be made/given, with/to any authority under the provisions of the Registration Act, 1908 or any other Act as applicable;
 - **(principal instrument)** The *borrower* hereby agrees and confirms that, for the purposes of stamp duty, the principal instrument shall be such instrument as may be determined by the *Bank* between this Agreement or any other documents.

Negative pledge

- 10.2 The *borrower* must not, without the *Bank's* consent:
- **(no disposal)** sell or dispose of the *mortgaged property* or enter into any arrangement to do so; or
 - **(part with possession)** grant any lease or licence over the *mortgaged property* or otherwise part with possession of the *mortgaged property* or enter into any arrangement to do so; or
 - **(no other security interests)** create or allow to exist any *security interest* over the *mortgaged property*; or
 - **(change use)** use the *mortgaged property* for any purpose other than as the *borrower's* residence. (If the *borrower* does so, the *Bank* may charge the *borrower* a higher interest rate); or
 - **(no merger)** amalgamate or merge the *mortgaged property* with adjacent property or create any easement, covenant or public right that relates to the *mortgaged property* or allow one to arise; or
 - **(no guarantees)** give any guarantee (or other assurance against financial loss) in connection with money borrowed or raised or the purchase of any property.
- 10.3 Blocking accounts or withholding of funds
- The bank may block any account (and later remove the block) at any time or withhold amounts in any account at any time, if an authority requires us to do so, or we are otherwise required by law or pursuant to agreements with any regulator or any authority to do so, or if the bank need's to comply with internal policies associated with any applicable order or sanction of an authority.

11 The borrower's representations and warranties

Representations

- 11.1 The *borrower* represents and warrants that:

- **(lawfully existing entity)** the *borrower* is a lawfully existing entity under Indian law conducting its business in compliance with applicable law;
- **(power)** the *borrower* has power and all necessary authorisations to own the *mortgaged property* and carry on any business the *borrower* conducts, to enter into this agreement and any *security* the *borrower* provides and to comply with the *borrower's* obligations and exercise the *borrower's* rights under them;
- **(valid obligations)** the *borrower's* obligations under this agreement and any *security* (and the obligations of any *security provider*) are valid, binding and enforceable and neither the *borrower* nor any *security provider* will be in breach of any law, authorisation, document or agreement by entering into or complying with obligations or exercising rights under this agreement or any *security*;
- **(clear title)** the *borrower* has clear and marketable title to the *mortgaged property* free from any *security interest*, easement, right of way or right of support or other liability;
- **(no change in financial circumstances)** since the date of the most recent financial statements given to the *Bank* there has been no change in the *borrower's* or any *security provider's* financial circumstances which may have a material adverse effect on the *borrower's* or the *security provider's* ability to meet any of their obligations to the *Bank*;
- **(full disclosure)** neither the *borrower* nor any *security provider* has withheld any information that might have caused the *Bank* not to enter into this agreement or provide the *loan facility* (including information about the *mortgaged property*). The *borrower* or the *security provider* must notify the *bank*, within 30 calendar days, if the *borrower* or *security provider* becomes aware that any information given by the *borrower* or *security provider* changes, is incorrect or misleading;
- **(no immunity)** neither the *borrower* nor any *security provider* nor any property the *borrower* or any *security provider* owns has immunity from the jurisdiction of a court or from legal process;
- **(not a trustee or agent)** unless otherwise stated in the *schedule*, the *borrower* is not entering into this agreement or transacting with the *Bank* as a trustee, agent or nominee. (This means the *borrower* is liable as principal);
- **(authority of a trustee)** if the *borrower* enters into this agreement or transacts with the *Bank* as a trustee, executor, agent or nominee, the *borrower* is authorised to do so;
- **(no default)** neither the *borrower* nor any *security provider* is in *default* and no event has occurred which may, with the giving of notice or lapse of time or fulfilment of any condition, become a *default*;
- **(satisfactory construction)** the *borrower* has reviewed the building plan, commencement certificate and all other certificates and permits relating to the *mortgaged property* and is satisfied with the quality of its construction and the builder's compliance with all applicable laws (including local codes of construction);
- **(no litigation)** there is no pending or threatened proceeding affecting the *borrower* (including, if the *borrower* is a person other than an individual, any of the *borrower's* directors or partners) or any of the *borrower's* property (including any suit in the Municipal Magistrates Court in connection with the property) which is likely to have a material adverse effect on the *borrower's* business, property or financial condition or their ability or willingness to comply with their obligations under this agreement;
- **(no infringement of local laws)** the *borrower* has not been served with any notice for infringing the provisions of the Municipal Act or any laws relating to local bodies or Gram Panchayats or local authorities or with any other process under any of these laws;
- **(due payment of public demands)** the *borrower* has paid all public demands such as income tax and other *taxes* payable to the Government of India or to any other Government of any State or to any local authority and there are no amounts outstanding;
- **(not a defaulter)** the *borrower's* name is not included in any *defaulter list* nor has the name of any proprietor, partner or director of the *borrower*, and no director or partner of the *borrower* has been declared to be a wilful defaulter;
- **(not insolvent)** the *borrower* is not insolvent, none of the *borrower's* property is subject to insolvency proceedings, and, if the *borrower* is a person other than an individual, no legal proceedings or other step has been taken to declare the *borrower* "sick" under the Sick Industrial Companies (Special Provisions) Act, 1985 or to have the *borrower* wound up, dissolved or subject to partition;
- **(disclosure of defects in mortgaged property)** the *borrower* is not aware of any document, judgment or legal process or other charges or defect affecting the *mortgaged property* or title to the *mortgaged property* which has not been disclosed to the *Bank*;
- **(public schemes affecting the mortgaged property)** the *mortgaged property* is not affected in any way by any schemes of any authority or trust or by any alignment, widening or construction of any road under any scheme;
- **(the Bank has no interest in borrower)** none of the *Bank's* directors or senior officers or their relatives has any interest in the *borrower* (including, if the *borrower* is a corporation, any of the *borrower's* subsidiaries or holding companies);
- **(borrower has no relationship with the Bank)** the *borrower* represents that the incurring by the *borrower* of the obligations in respect of this loan under this agreement and the other agreements and writing executed in respect thereof is in full compliance with all applicable law (including without limitation the Companies Act, 2013) and all such obligations have been incurred by the *borrower* in the ordinary course of its business and for due consideration. The *borrower* further represents that the security, if any, created by the *borrower* is in full compliance with all applicable law (including without limitation the Companies Act, 2013) and the security has been created by the *borrower* in the ordinary course of its business and for due consideration.
- **(compliance with Companies Act, 2013)** the *borrower* represents that the incurring by the *borrower* of the obligations in respect of this loan under this agreement and the other agreements and writing executed in respect thereof is in full compliance with all applicable law (including without limitation the Companies Act, 2013) and all such obligations have been incurred by the *borrower* in the ordinary course of its business and for due consideration. The *borrower* further represents that the security, if any, created by the *borrower* is in full compliance with all applicable law (including without limitation the Companies Act, 2013) and the security has been created by the *borrower* in the ordinary course of its business and for due consideration.

- 11.2 The *borrower* repeats these representations and warranties each day during the term of the *loan facility*. If any representation or warranty is untrue, the *borrower* must give the *Bank* details in writing prior to signing this agreement. The *borrower* must notify the *Bank* whenever anything happens which would mean the *borrower* could not truthfully repeat these representations and warranties.

12 Information

Information must be correct

- 12.1 In entering into this agreement and providing the *loan* to the *borrower*, the *Bank* relies on the information the *borrower* and any *security provider* gives to the *Bank*. It must be correct, complete and not misleading, and all financial information the *borrower* gives to the *Bank* must give a true and fair view of the *borrower's* financial affairs and must be prepared in accordance with Generally Accepted Accounting Principles recommended by the Institute of Chartered Accountants of India.
- The *borrower* must notify the *Bank* if the *borrower* becomes aware that any information the *borrower* or any *security provider* has given changes, is incorrect or misleading.

What the borrower must give the Bank and inspection rights

- 12.2 If the *Bank* asks, the *borrower* must give the *Bank* any information about or documents in connection with:
- this agreement;
 - the end use of the *loan*;
 - the *borrower's* financial affairs;
 - the *borrower's* employment, trade, business or profession.
- 12.3 The *borrower* must ensure the *Bank* (or any person the *Bank* authorises) has free access to inspect the *mortgaged property* and the *borrower's* financial records at any time.
- 12.4 All information or documents must be in the form the *Bank* requires and certified by the *borrower* to be true. The *Bank* may use the information to comply with Know Your Customer requirements specified by the Reserve Bank of India.
- 12.5 The *borrower* consents to the *Bank* periodically checking their credit status with any credit bureau or credit reference agency.

Information the Bank gives

- 12.6 Any information the *Bank* gives to the *borrower* is for reference purposes only. The *Bank* does its best to ensure that information it provides is accurate and complete. However, the *Bank* is not liable for the accuracy or completeness of the information given.

Information the Bank discloses

- 12.7 The *borrower* consents to each member of the *Standard Chartered Group*, its officers, employees, agents and advisers disclosing information relating to the *borrower* (including details of the *loan account*, the *Home Saver account*, the *loan facility* or any *security*) to:

- the *Bank's* head office and any other member of the *Standard Chartered Group* in any jurisdiction ("*permitted parties*");
- professional advisers, service providers or independent contractors to, or agents of, the *permitted parties*, such as debt collection agencies, data processing firms and correspondents who are under a duty of confidentiality to the *permitted parties*;
- any actual or potential participant or sub-participant in relation to any of the *Bank's* obligations under this agreement or any assignee, novatee or transferee (or any officer, employee, agent or adviser of any of them);
- any credit bureau or credit reference agency, rating agency, business alliance partner, insurer or insurance broker of, or direct or indirect provider of credit protection, or any *permitted parties*;
- any financial institution the *borrower* deals with (or has previously dealt with) for the purpose of conducting credit checks (including bank references);
- any court, tribunal or authority (including an authority investigating an offence) with jurisdiction over the *permitted parties*;
- the *borrower's* agent or any *security provider*;
- anyone the *Bank* considers necessary in order to provide the *borrower* with services in connection with the *loan account*,

whether they are located in or outside India.

- any regulator or tax authority where necessary to establish any tax liabilities in any jurisdiction pursuant to orders, agreements with regulators or authorities or otherwise.

- 12.8 The *borrower* understands that as a pre-condition to the *Bank* providing the *loan facility*, the *Bank* requires the *borrower's* consent for the disclosure by the *Bank* of information and data relating to the *borrower*, the *loan facility*, the *borrower's* obligations to the *Bank* and any *default* under this agreement.

Accordingly, the *borrower* agrees and gives consent for the disclosure by the *Bank* of all or any such:

- information and data relating to the *borrower*;
- the information or data relating to the *loan facility*; and
- any *default* under this agreement,

as the *Bank* considers appropriate and necessary, to disclose and provide to Credit Information Bureau (India) Ltd. and any other agency authorised by the Reserve Bank of India.

The *borrower* declares that the information and data provided to the *Bank* is true and correct.

The *borrower* undertakes that:

- the Credit Information Bureau (India) Ltd and any other agency so authorised may use, process the information and data disclosed by the *Bank* in the manner as deemed fit by them; and
- the Credit Information Bureau (India) Ltd. and any other agency so authorised may provide for consideration, the processed information and data or products prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank of India.

Issue of certificates

- 12.9 The *Bank* may issue certificates in connection with this agreement. However, if the *borrower* asks for a certificate evidencing the *borrower's* payment of any amount to the *Bank*, the *Bank* need only do so if:

- the *borrower* has paid all amounts due and payable under this agreement to the *Bank*; and
- the *borrower* is not otherwise in *default*.

The Bank's records are conclusive

- 12.10 Unless there is an obvious mistake:

- the *Bank's* records (whether in paper, electronic, data or other form) of an instruction, report, statement or other communication are conclusive evidence of their contents or the *Bank's* receipt or non-receipt of them; and
- any certificate the *Bank* issues, or decision the *Bank* makes, about a matter or an amount payable in connection with this agreement is conclusive evidence.

13 Events of default

Each of the following is an event of default:

- **(payment of dues)** the *borrower* does not pay on time an amount due under this agreement or any other arrangement the *borrower* has entered into with a member of the *Standard Chartered Group*. (This includes if the *borrower* has not ensured there are sufficient funds available in the *nominated account*.); or
- **(supply of misleading information)** the *borrower* or any *security provider* gives the *Bank* incorrect, incomplete or misleading information or makes a representation or warranty that is incorrect or misleading; or
- **(cross default)** the *borrower* breaches any term of any arrangement the *borrower* has with another financial institution or another financial institution suspends or terminates the *borrower's* use of any banking facility; or
- **(breach by security provider)** a *security provider* breaches any term of any *security* or any agreement entered into in connection with the *mortgaged property*, any other *security interest* they have provided to the *Bank* or any other arrangement they have entered into with a member of the *Standard Chartered Group*; or
- **(breach of negative pledge)** the *borrower* fails to comply with clause 10.2 (Negative pledge); or
- **(failure to create security)** the *borrower* fails to comply with clause 9 (Security); or
- **(security unenforceable)** any *security* is or becomes unenforceable, is withdrawn or terminated without the *Bank's* consent; or
- **(insurance lapses or is terminated)** any insurance the *Bank* requires in connection with the *loan facility* is not assigned to the *Bank* or is, or becomes, unenforceable, is withdrawn, is terminated or lapses without the *Bank's* consent (including as a result of a failure to pay any insurance premium); or
- **(inability to pay debts and insolvency)** the *borrower* or any *security provider* becomes insolvent or any of the *borrower's* or any *security provider's* property is subject to insolvency proceedings or, if the *borrower* or any *security provider* is a person other than an individual, the *borrower* or any *security provider* is declared "sick" under the Sick Industrial Companies (Special Provisions) Act, or is wound up, dissolved or subject to partition; or
- **(death)** the *borrower* or any *security provider* dies or become incapacitated; or
- **(fraud)** the *borrower* or any *security provider* acts fraudulently or dishonestly; or
- **(cessation of business)** the *borrower* or any *security provider* stops payment, ceases to carry on its business or a material part of it threatens to do so; or
- **(judgment against property)** any of the *borrower's* or any *security provider's* property is subject to enforcement of a judgment by any party; or
- **(mortgaged property in jeopardy)** any *mortgaged property* or any of the *borrower's* or a *security provider's* business is in jeopardy; or
- **(criminal conviction)** the *borrower* or any *security provider* is convicted of a crime; or
- **(legal proceedings)** legal proceedings to recover debts or criminal proceedings are commenced against the *borrower* or any *security provider*; or

- **(the borrower's or any security provider's business)** any business the *borrower* or a *security provider* operates is not carried on in a proper, orderly and efficient manner or the *borrower* or a *security provider* ceases to operate it or a substantial part of it or significantly change it without the *Bank's* consent; or
- **(material adverse change)** any thing occurs which, in the *Bank's* opinion, is likely to have a material adverse effect on the *borrower's* or a *security provider's* business, property or financial condition or their ability or willingness to comply with their obligations under this agreement or any *security*; or
- **(default under security)** any other event of default (however described) under any *security* occurs; or
- **(breach of law)** performance of any obligation by either the *borrower* or the *Bank* under this agreement or a *security provider* under any *security* breaches, or is likely to breach, a law or a requirement of any authority; or
- **(performance of other covenants)** the *borrower* breaches any other term of this agreement or any other arrangement the *borrower* has entered into with a member of the *Standard Chartered Group* and, if the breach can be remedied, the *borrower* has not remedied it within 30 days; or
- **(failure to deposit)** the *borrower* breaches to deposit all such documents including title deeds which he had undertaken to deposit within a specified time at the time of disbursement.

14 What happens on default

Immediate repayment and enforcement

- 14.1 If the *borrower* is in default:
- the *Bank* no longer needs to provide the *loan facility*;
 - the *Bank* may demand immediate repayment of all amounts owing to the *Bank* under this agreement including the *balance owing* for the loan account;
 - the *security* is enforceable despite anything contrary in this agreement or any other agreement or document.
- The *Bank's* rights under this clause do not affect any other right under this agreement and are subject to the giving of any notice, demand or lapse of time which is required by applicable law and cannot be excluded.

No effect on rights and liabilities

- 14.2 Ending the *borrower's* right to use the *loan facility* does not affect any of the rights and obligations of either the *borrower* or the *Bank* which arose before it ended. The *borrower* is not entitled to any refund of any fee or amount paid or any subsidy received in connection with the *loan facility*.

Review of entitlements

- 14.3 If the *borrower* is in default the *Bank* may review and withdraw any promotional or preferential arrangement that applies to the *borrower*.

Enforcement action

- 14.4 If the *borrower* is in default, the *Bank* may take any action the *Bank* considers appropriate to enforce this agreement or any *security* including:
- employing any third party agent to collect any amount owing to the *Bank*;
 - attaching the *balance owing* to the *borrower's* or a *security provider's* property;
 - taking steps to enforce the *Bank's* rights against the *borrower's* or a *security provider's* property; and
 - commencing legal proceedings against the *borrower* or a *security provider*.

Enforcement expenses

- 14.5 When the *Bank* asks, the *borrower* must pay the *Bank* the reasonable costs the *Bank* incurs after default in connection with:
- preserving and monitoring the *mortgaged property*; and
 - enforcing this agreement and the *security*.

Indemnity for default

- 14.6 The *borrower* indemnifies the *Bank* against, and must pay the *Bank* on demand for, any loss the *Bank* incurs in connection with the *borrower's* default.

Public disclosure of default

- 14.7 If the *borrower* is in default, the *Bank* and the Reserve Bank of India, may disclose or publish the *borrower's* name in any manner the *Bank* considers appropriate.

Communications with third parties

- 14.8 If the *borrower* is in default, the *borrower* consents to the *Bank* (or any person the *Bank* authorises):
- communicating in any manner it considers appropriate with any person who may assist in preserving and monitoring the *mortgaged property* or enforcing this agreement or the *security*; and
 - visiting the *borrower's* place of employment or business.

15 Insurance

Property insurance

- 15.1 *Bank* requires the *borrower* must maintain:
- insurance over all *mortgaged property* at all times during the tenure of the loan; and
 - all other insurances the *Bank* notifies the *borrower*.
- 15.2 Each insurance policy the *Bank* requires must:
- be with a licensed insurer chosen by the *borrower*. If the *borrower* purchases an insurance policy from an insurer with an alliance arrangement with the *Bank*, the *Bank* may pay the premium directly to the insurer and increase the *balance owing* by the amount paid;
 - cover the risks that the *Bank* specifies (including fire, earthquake, flood, storm, tempest or typhoon and all other natural calamities and acts of God);
 - be on terms and for a value satisfactory to the *Bank*; and
 - specify the *Bank* as sole beneficiary or, if the *Bank* asks, be assigned to the *Bank*.
- 15.3 The *borrower* is solely responsible for the renewal of each insurance policy and the payment of all premiums.
- 15.4 If a claim is made on an insurance policy, the *borrower* must deal directly with the insurer and do everything the insurer requires to process the claim.
- 15.5 The *borrower* must maintain any insurance policy assigned to the *Bank* (including by paying the premiums on time).
- 15.6 If the *Bank* asks, the *borrower* must give the *Bank* payment receipts and any other information about, or documents in connection with, each insurance policy.
- 15.7 If the *Bank* receives any amount in connection with an insurance policy (for example, any claim proceeds or refunds), the *Bank* may apply the amount against the *balance owing*. This may result in the *Bank* varying the amount and number of *EMIs* and/or the term of the *loan facility*.

Mortgage insurance (MRTA)

- 15.8 If the *borrower* takes a MRTA life term insurance (which compensates the *borrower* for the loan if the *borrower* dies), the *borrower* must notify the *Bank* immediately. If the *Bank* asks, the *borrower* must assign the MRTA life term insurance to the *Bank*.

Clauses 15.9 to 15.15 apply if the *schedule* states that *mortgage insurance* is required for the *loan facility*. *Mortgage insurance* protects the *Bank*. In certain circumstances it provides protection for *loss* the *Bank* may suffer in connection with the *borrower's loan facility*.

- 15.9 The *Bank* applies to an insurer appointed by the *Bank* to obtain *mortgage insurance* in connection with the *loan facility*.
- 15.10 The *borrower* acknowledges that the insurer decides whether or not to issue the *mortgage insurance*. the *Bank* need not do anything to ensure that the insurer issues the requested *mortgage insurance*.
- 15.11 The *borrower* must pay to the *Bank* any amounts which the *Bank* is required to pay to the insurer in connection with the *mortgage insurance*, when the *Bank* asks the *borrower* to do so and within the time the *Bank* specifies. This may be before the amount is due to the insurer.
- 15.12 The *borrower* must reimburse the *Bank* for all costs which the *Bank* incurs in connection with the *mortgage insurance* (including applying for it and making claims against it).
- 15.13 The *Bank* may add any amounts the *borrower* has not paid to the *Bank* in connection with the *mortgage insurance* to the *balance owing*.
- 15.14 The *borrower* acknowledges and agrees that in connection with any *mortgage insurance* (whether arranged by the *borrower* or the *Bank*):
- the *Bank* is the insured and beneficiary under the *mortgage insurance* and it is for the *Bank's* protection, interest and benefit only;
 - the *borrower* does not benefit from the *mortgage insurance* and the *borrower* is legally responsible for repaying to the insurer the amount outstanding under the *loan facility*;
 - the *borrower* is only entitled to the proceeds of any claim under the *mortgage insurance* after the *balance owing* has been paid in full.
- 15.15 If the *mortgage insurance* is cancelled because all amounts owing under the *loan facility* have been paid in full by the *borrower*, the insurer may refund to the *Bank* a portion of the *mortgage insurance* premium. If the *Bank* receives a refund the *Bank* will apply it against the *balance owing*. However, the *Bank* does so only if the premium has been paid as a lump sum.
- 15.16 The *borrower* acknowledges that the right to, and calculation of, any potential refund from the insurer is governed by the terms of the *mortgage insurance*.

16 Notices and communications

Contact information

- 16.1 The *borrower* must give the *Bank* in writing their address, telephone, fax number, email address and mobile phone number for receipt of notices and other communications in connection with this agreement. If these details change the *borrower* must give the *Bank* reasonable advance notice in writing before the change has taken place.

Form of notices and communications

- 16.2 Unless otherwise provided in this agreement, notices and communications must be legible and sent to the address, telephone number, fax number, email address or mobile phone number last notified.
- 16.3 In some cases, the *Bank's* notices and communications may be made as public announcements in daily newspapers, posted at any of the *Bank's* branches, or on the *Bank's* website.

When notices and communications to the borrower are effective

- 16.4 Unless otherwise provided in this agreement, the *Bank's* notices and communications to the *borrower* are effective:
- if sent by fax, at the time shown on the transmission report as being successfully sent;
 - if delivered personally, at the time of delivery;
 - if sent by courier or post within India, 2 banking days after posting;
 - if sent by courier or post outside India, 5 banking days after posting;
 - if sent by email or SMS, 4 hours after the *Bank* sends it unless the *Bank* receives a delivery failure receipt;
 - if delivered via the online banking inbox, 24 hours after the *Bank* sends it; and
 - if published in daily newspapers, posted at any of the *Bank's* branches or on the *Bank's* website, at the time of publication or posting.

When notices and communications to the Bank are effective

- 16.5 The *borrower's* communications are effective when the *Bank* actually receives them in legible form.

Recording of telephone conversations

- 16.6 Subject to any applicable law, the *borrower* consents to the *Bank* recording the *Bank's* telephone conversations with the *borrower* or a *borrower's* agent (and the *borrower* confirms the *borrower* is authorised to provide consent on behalf of the *borrower's* agent). The *Bank* may inform that person when the *Bank* does. The *Bank* may use the recorded conversations or transcripts in any dispute in connection with this agreement.

Communications to joint accountholders

- 16.7 If the *borrower* is a joint accountholder, communications (including notice of any variation to this agreement and any statements) sent to the address the *borrower* has notified the *Bank* as the address for receipt of notices and other communications in connection with this agreement are taken to be given to each *borrower*.

17 General

Circumstances beyond the Bank's control

- 17.1 The *Bank* is not liable for any *loss* the *borrower* incurs in connection with the *Bank's* inability or delay in receiving or executing instructions due to any *circumstances beyond* the *Bank's* control.
- 17.2 If any *circumstances beyond* the *Bank's* control occur, the *Bank* may take any action it considers appropriate in connection with the *loan account*.

Further steps

- 17.3 The *borrower* must do anything the *Bank* asks (such as obtaining consents, signing and producing documents and getting documents completed and signed):
- to bind the *borrower* and any other person intended to be bound by this agreement;
 - to show whether the *borrower* is complying with this agreement; and
 - to confirm anything done by the *Bank* in the proper exercise of its rights under this agreement.

Prompt performance

- 17.4 If this agreement specifies when the *borrower* must perform an obligation, the *borrower* must perform it by the time specified. The *borrower* must perform all other obligations promptly.

Waiver

- 17.5 A provision of this agreement, or right created under it, may not be waived except in writing signed by the party or parties to be bound and is only effective for the purpose for which it is given.

- 17.6 If the *Bank* does not exercise a right or remedy fully or at a given time, the *Bank* can still exercise it later.

Variation

- 17.7 The *borrower* acknowledges that various features of the *loan facility* may be changed, including fees, interest rates, the basis for calculating interest rates and the spread. The *Bank* notifies the *borrower* of the change. However, the *Bank* may also vary any of the other

terms of this agreement by notice to the *borrower* in accordance with the *Bank's* usual practice and in accordance with any applicable law. This may include giving notice to the *borrower* by public announcement as set out in clause 16.3.

Additional services

- 17.8 From time to time the *Bank* offers incentive programmes or value added services in connection with the *loan facility* provided by the *Bank* or a third party. The *Bank* may vary or withdraw the programmes or services at any time. The *Bank* is not liable for the quality, reliability, price or delivery of any programme or service. Please contact the *Bank* if the *borrower* wants to find out more information about the terms of the programmes or services.

Consents

- 17.9 The *borrower* must comply with all conditions in any consent or approval the *Bank* gives in connection with this agreement.

How the Bank may exercise its rights

- 17.10 The *Bank* may exercise a right or remedy, give or refuse its consent or approval in connection with this agreement in any way the *Bank* considers appropriate, including by imposing conditions. The *Bank* need not give the *borrower* reasons for any decision it makes.

The *borrower* agrees that the *Bank* shall be entitled to recall the Loan in its discretion at any time including if the *Bank* considers that the loan account is being operated in an irregular or improper manner, by giving to the *Borrower* notice in writing. It is agreed that the Repayment provisions 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 such recall, the Loan and all other amounts stipulated by the *Bank* shall be payable forthwith by the *borrower*.

Conflicting claims

- 17.11 If the *Bank* considers any funds in any account may be subject to conflicting claims, the *Bank* may take action (including getting legal advice or taking legal proceedings) to determine the matter. The *Bank* may act in accordance with any determination and the *Bank* is not liable to the *borrower* for any loss the *borrower* incurs.

Outsourcing

- 17.12 The *Bank* may employ independent contractors and agents (including correspondents) to perform any of the *Bank's* obligations under this agreement or provide the *loan facility* on terms the *Bank* considers appropriate.

Dealings

- 17.13 The *borrower* must not assign or transfer the *borrower's* rights and obligations under this agreement to anyone without the *Bank's* consent first.

- 17.14 The *Bank* may assign, securitise or otherwise deal with the *Bank's* rights under this agreement in any way the *Bank* considers appropriate. The *borrower* acknowledges and agrees that, if the *Bank* does this:

- the *Bank* need not get the *borrower's* consent or give the *borrower* any prior notice; and
- the *borrower* may not claim against any assignee (or any other person who has an interest in this agreement) any right of set-off or other rights the *borrower* has against the *Bank*.

If the *Bank* asks, the *borrower* must execute and give the *Bank* or any other person the *Bank* specifies any document the *Bank* reasonably requires for this purpose. Change in constitution

- 17.15 The *borrower* must not change their constitution by amalgamation, consolidation, reconstruction, admission of any new partner or otherwise, without the *Bank's* consent. The *borrower* must also ensure that each *security provider* does not do so without the *Bank's* consent. All securities, agreements, obligations given or undertaken by the *borrower* remain valid and binding despite any change in the *Bank's* or the *borrower's* constitution by amalgamation, consolidation, reconstruction, death, retirement or otherwise.

Anti-money laundering and counter terrorism financing

- 17.16 In order to comply with anti-money laundering laws, counter terrorist financing laws, regulations and policies (including the *Bank's* policies), reporting requirements under financial transactions legislation and requests of authorities, the *Standard Chartered Group* may be:

- prohibited from entering or concluding transactions involving certain persons or entities; or
- required to report suspicious transactions to an authority. Transactions impacted include those that may:
 - involve the provision of finance to any person involved or suspected of involvement in terrorism or any terrorist act;
 - be relevant to investigation of an actual or attempted evasion of tax law, investigation of or prosecution of a person for an offence against any applicable law; or
 - involve persons or entities which may be the subject of sanctions.

- 17.17 A member of the *Standard Chartered Group* may intercept and investigate any payment messages and other information or communications sent to or by the *borrower* or on the *borrower's* behalf and may delay, block or refuse to make any payment. Payment screening may cause a delay in processing certain information.

- 17.18 No member of the *Standard Chartered Group* is liable for any loss arising out of any action taken or any delay or failure by the *Bank*, or a member of the *Standard Chartered Group*, in performing any of its duties or other obligations, caused in whole or in part by any steps taken as set out above.

The Bank's decision is conclusive

- 17.19 If there is any dispute in connection with this agreement, the *Bank's* decision is conclusive and binding unless there is a manifest error.

Governing law

- 17.20 This agreement is governed by the laws of India.

Jurisdiction

- 17.21 The parties submit to the non-exclusive jurisdiction of the courts of the place where the *Bank* provides the *loan facility* to the *borrower*. The *Bank* may take enforcement action and initiate proceedings in the courts of any other jurisdiction where the *borrower* has property. To the extent allowed by law, the *Bank* may take proceedings in any number of jurisdictions at the same time. The *borrower* may only initiate an action in the courts of the place where the *Bank* provides the *loan facility* to the *borrower*.

Serving documents

- 17.22 Without preventing any other method of service, any document in a court action may be served on a party by being delivered to or left at that party's address last notified.

- 17.23 Complying with orders and directives

If the *Bank* is served or issued with any of the following:

- court orders;
- directives issued under law, regulators, authorities or agreements with any regulator or any authority,

the *Bank* will act in accordance with them and the *borrower* must not commence proceedings against the *Bank* in relation to the *Banks* actions.

- 17.24 Compliance with law

Nothing in the *Banks* agreement requires us to do or not do anything if it would or might in the *Banks* reasonable opinion constitute a breach of the *Banks* policy or any applicable law, regulation or requirement of any authority.

Schedule

Date and place of agreement

The Bank's branch address

Borrower(s)

Name: _____
Address: _____
Email ID: _____

Name: _____
Address: _____
Email ID: _____

Name: _____
Address: _____
Email ID: _____

Loan facility
(clause 2.1)

- (a) Loan amount (excluding insurance premium)
₹. _____ (Rupees _____ only)
- (b) i) MRTA Single Premium Financing Policy applied for: ☐ Yes ☐ No
Amount of loan towards payment of MRTA insurance premium
₹. _____ (Rupees _____ only)
- ii) House Hold Protection ("HHP") Plan Policy applied for: ☐ Yes ☐ No
Amount of loan towards payment of HHP Plan insurance premium
₹. _____ (Rupees _____ only)
- iii) Name of any other insurance applied for _____
₹. _____ (Rupees _____ only)
- iv) Processing fee ₹. _____ (Rupees _____ only)
- (c) Total loan amount ₹. _____ (Rupees _____ only)
(a+b)

Loan purpose
(clause 2.2)

Loan term
(clause 2.4)

Availability period
(clauses 2.6 and 3.2)

Interest rate
(clause 5.1)

- ☐ Floating Interest
- Indicative floating interest rate _____ % per annum (as at date of this agreement). The floating interest rate is linked to the External Benchmark Rate (Name). The (name) is the benchmark rate for lending products in the bank. The applicable External Benchmark Rate for the month will be published monthly on the Bank's website [HYPERLINK "http://www.sc.com/in" www.sc.com/in](http://www.sc.com/in). The Interest rate will be reset at the frequency mentioned in the Facility Letter. The interest reset will have an impact on the borrower's interest rate. The interest rate prevailing on the date of first disbursement of the loan will be applicable till the next reset date, irrespective of the changes in the External Benchmark Rate during the interim.

☐ Semi Fixed Rate

Indicative Fixed Interest Rate _____ % per annum (as at the date of this agreement).
The *borrower* must pay a fixed interest rate for a period of _____ months from the first drawdown date of the *loan*. After the expiry of the fixed interest rate period the interest rate is calculated at the applicable floating rate. Interest rate applicable post completion of fixed tenure would be effective on or before the 2nd working day of the calendar month, succeeding the month in which the fixed period is over. On expiry of the fixed period the *loan* will be linked to the External Benchmark Rate prevailing on the date of expiry of the fixed period plus the spread communicated to the *borrower* in the sanction letter. Subsequent to that the interest rate will be reset at the frequency mentioned in the sanction letter. The interest reset will have an impact on the borrower's interest rate. However, during the fixed interest rate period, if the *loan* is provided by a single drawing, it accrues interest at the fixed interest rate which applies to the *loan* at the drawdown date. If the *loan* is provided by more than one drawing during the fixed interest rate period, each time funds are provided the fixed interest rate applying to the *loan* is recalculated to give a weighted average as between the funds previously drawn and the interest rate applying to those funds, and the new drawing and the fixed interest rate applying at the time of the new drawing. This weighted average is the fixed interest rate which applies to the *loan* for the remainder of the fixed interest rate period (subject to any recalculation for further drawings). Each time the fixed interest weight is recalculated, the Bank notifies the *borrower* the new fixed interest rate applying to the *loan*.

Fees and costs
(clause 4.4)

Repayment
(clause 5)

Term of repayment _____ months

Repayment mode ECS ☐ SI ☐

EMI ₹. _____ for the amount of the *loan* at fixed interest rate

If the *borrower* selects the Semi Fixed Rate of Interest Scheme, the *EMI* for the amount of the *loan* at a fixed interest rate is for the fixed interest rate period (being a period of _____ months from the first drawdown date.)

EMI ₹. _____ for the amount of the *loan* at variable interest rate

Date of commencement of *EMI* _____

Default rate

MRTA
(clause 14)

No/Yes

Premium amount for MRTA
(clause 3)

Not applicable/ _____

Nominated account

The *borrower's* bank details: _____

The *borrower's* account number: _____

Signing page

Signed and delivered by Standard Chartered Bank

by the hand of Mr/Mrs _____

Its Authorised Signatory

LIMITED COMPANY AS BORROWER

For and on behalf of _____

Signature: _____

Name(s): _____

Designation(s)/ Title(s): _____

(Authorised Signatory/ ies)

Common Seal:

Common Seal of _____ Limited
is affixed in accordance with the resolution passed in a duly convened meeting of its Board of Directors held on _____ and
in presence of its officials as below who have signed as witnesses

Name

Designation/ Title

Signature

PARTNERSHIP AS BORROWER

For self and as a Partner of _____

By the hand(s) of:

Name

Signature as an Individual

Signature as Partner

[To be signed two times, first as an individual and secondly as partner of the firm]

SOLE PROPRIETORY FIRM AS BORROWER

For and on behalf of _____

Signature: _____

Name:

(Sole Proprietor)

INDIVIDUAL(S) AS BORROWER

Name	Signature

This is to confirm that the declaration has been carefully read, understood & made by me/us

Electronic Debit Authorisation to Bank Account

(To be filled in by Borrower if repayment is through ECS)

To,
The Manager Operations,
Centralised Loan Processing Unit (CLPU)
Standard Chartered Bank,
58, Armenian Street,
Chennai - 600 001

Dear Sir,

RE: Authorisation to pay loan amount vide equated monthly installments ("EMI") to CLPU, Standard Chartered Bank ("Bank") through the Electronic Debit Clearing Mechanism.

Please arrange to incorporate a standing instruction to debit my / our bank account towards payment of my / our loan amount vide EMI and / or any overdue / late charges / cheque bounce charges as per the details given below:

Loan account number:

Loan account number:

Name:

Particulars of Bank account

A. Name of Account Holder:

B. Bank Name:

C. Branch Address:

D. Account Number:

I / We, having a Bank loan account, as mentioned above, hereby express my / our unconditional consent to debit payments of my / our loan amount vide EMI and / or any overdue/ late charges / cheque bounce charges referred to above through participation in the Electronic Clearing System ("ECS") of the National Clearing Cell of the Reserve Bank of India and hereby unconditionally and irrevocably authorize the Bank to raise the debits on such regular payments as referred to above, against my / our bank.

Account Number with bank.

I / We hereby declare that the particulars given above are correct and complete and if the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I / We would not hold the Bank responsible. I / We agree and understand that my / our bank shall be informed of these debits as per the enclosed letter. I / We shall advise them of the same and I / We understand that the instruction cannot be withdrawn / cancelled except with the written consent of the Bank, for the payment of the loan amount vide EMI and / or any overdue / late charges / cheque bounce charges.

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 mandate on the savings / current a/c with your bank)

