

# BUSINESS POWER

THIS AGREEMENT IS MADE at the place & date mentioned in the Schedule attached hereto between Borrower(s) whose name(s) is/are mentioned in the Schedule attached hereto of ONE PART and the AXIS Bank Ltd., a body corporate, incorporated under the Companies Act, 1956 and having its Registered Office and Central Office at Ahmedabad and Mumbai respectively through its branch at the place as mentioned in the Schedule (hereinafter called the "Bank") of the Second Part. The expressions "Borrower" and the "Bank", unless repugnant to the context, shall include their respective heirs, representatives, successors, executors, administrators and assigns. In the Agreement, singular shall include plural and the masculine gender the feminine or neutral gender. The expression Borrower shall, when more than one, include all of them collectively or any of them individually, as the context may require.

## IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS

### 1. Definitions and Interpretation

1.1 In this Agreement, the following capitalized words shall have the following meanings:

**"Agreement"** means the Business Power Agreement

**"Bank"** means AXIS Bank Ltd., a Company incorporated under The Companies Act, 1956 and a Banking Company within the meaning of the Banking Regulation act, 1949 and having its registered office at "TRISHUL", 3rd Floor, Opposite Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad - 380 006 acting in these presents through its branch at the place as mentioned in the Schedule "B" and include its successors and assigns.

**"Borrower"** means one or more individual(s), singly or collectively, as the case may be or a sole proprietary firm, whose name(s) and address(s) is/are stated in Schedule "B" executing this agreement as borrower(s) and

1. In case when the Borrower is one or more individual(s) each one being deemed to have made this Agreement individually and in case of more than one, all of them having agreed to liabilities hereunder jointly and severally and the term "Borrower" shall include his/her/their respective heirs, executors, administrators and legal representatives and permitted assigns.
2. In case the Borrower is a sole proprietary firm, the person whose name appears as a Sole Proprietor and the term Borrower shall include his/her/their heirs, executors, administrators and legal representatives and permitted assigns.
3. In case the borrower is a partnership firm, the person whose name appears as a partner and the term borrower shall include his/her/their respective heirs, executors, administrators and legal representatives and permitted assigns.
4. In case the borrower is a limited liability partnership, the person whose name appears as a Designated partner and the term borrower shall include his/her/their respective heirs, executors, administrators and legal representatives and permitted assigns.
5. In case the borrower is a public limited company/private limited company, the person whose name appears as a Director/Authorized signatory and the term borrower shall include his/her/their respective heirs, executors, administrators and legal representatives and permitted assigns.

**"Branch"** means the branch of the Bank at the place mentioned in the Schedule "B" and where the BUSINESS POWER is disbursed and shall include any other branch where the BUSINESS POWER account is maintained or transferred to any time at the sole discretion of the Bank.

**"EMI" or "Equated Monthly Installment"** shall mean the amount payable every month by the Borrower to the Bank comprising of interest, or as the case may be, principal and interest.

**"BUSINESS POWER"** means the loans granted by the Bank in terms of this Agreement. The expression "BUSINESS POWER" shall also mean to include the principal amount of loan and all dues outstanding there under if the context so requires.

**"Interest Rate"** means the rate at which the Bank shall compute and apply interest on the BUSINESS POWER, as stated in the Schedule "B" or as may be amended from time to time by the Bank.

**"Default Interest Rate"** means the rate at which the Bank shall compute and apply interest on all amounts not paid when due for payment (or reimbursement) by the Borrower to the Bank, as stated in the Schedule "B" or as may be amended from time to time by the Bank.

**"Parties"** means the Bank and the Borrower referred to collectively.

**"Schedule"** means the schedules of this Agreement.

**"Event(s) of Default"** means any of the events or circumstances specified in Clause 9A of this Agreement.

1.1 In this Agreement unless the context otherwise requires:

- (a) Singular shall include plural and the masculine gender shall include the feminine and neutral gender.
  - (b) The expressions "Borrower(s)" and the "Bank", unless repugnant to the context, shall include their respective legal heirs, representatives, successors, executors, administrators and assigns.
- 1.1.1 Any expression not defined herein shall, if defined under General Clauses Act, 1897 shall carry the same meaning as assigned to it under the said Act.
- 1.2 The arrangement of clauses in this Agreement shall have no bearing on their interpretation.

### 2. Bank's agreement to lend and Borrower's agreement to borrow

- 2.1 The Bank agrees, based on the Borrower's Request, Representations, Warranties, Covenants and Undertakings as contained herein and in the application for BUSINESS POWER and other documents executed or tendered by the Borrower in relation to the BUSINESS POWER, to lend to the Borrower and the Borrower agrees to borrow from the Bank, the BUSINESS POWER on the terms and conditions as fully contained in this Agreement and the Schedule "B".
- 2.2 The relationship between the Bank and the Borrower as lender and borrower shall commence from the date of this Agreement and subsist until all monies due and payable by the Borrower to the Bank under this Agreement and in all other documents pursuant hereto shall have been fully paid to and received by the Bank.

### 3. Fees, Charges, Costs and Claims

- 3.1 The BUSINESS POWER shall bear Service Charges and any other fees as mentioned in the Schedule "B", which the Borrower agrees to reimburse to the Bank separately.
- 3.2 The Bank shall be entitled to recover from the Borrower Prepayment Charges at the rate mentioned in the Schedule "B" on the amount of BUSINESS POWER, repaid by the Borrower ahead of the Repayment Terms as mentioned in the Schedule "B".
- 3.3 The Bank shall also be entitled to recover from the Borrower any other charges or costs incurred or claims suffered by the Bank in connection with the BUSINESS POWER, including on account of execution and stamping of this Agreement and any other documentation or security creation pursuant to this Agreement.

### 4. Disbursement

- 4.1 The Bank shall, unless agreed between the Borrower and the Bank otherwise and as stated in the schedule "B", disburse the BUSINESS POWER by issuing a Banker's Payment Order or a Demand Draft crossed as "A/c Payee only"
  - (i) in the name of the previous financier towards the repayment of the previous loan to be taken over by utilising the BUSINESS POWER.
  - (ii) in the name of such party/ies as per the instructions of the borrower.
  - (iii) in the name of the borrower at discretion of Bank.
  - (iv) The Bank shall have an unconditional right to cancel the undrawn/unavailed/unused portion of the Loan at any time during the subsistence of the Loan, without any prior notice to the borrower, for any reason whatsoever. In the event of any such cancellation, all the provisions of this Agreement and all other related documents shall continue to be effective and valid and the Borrower shall repay the outstanding dues under the loan duly and punctually as provided herein
- 4.2 It is understood that the charges in relation to the disbursement (including charges for issuance or for the collection of proceeds by the beneficiary on such payment order or demand draft) shall be borne by the Borrower.

X \_\_\_\_\_  
(Signature of the Borrower)

X \_\_\_\_\_  
(Signature of the Co-borrower)

X \_\_\_\_\_  
(Signature of the Co-borrower)

- 4.3 The Bank may not, having disbursed any amount, disburse any further amount under the BUSINESS POWER unless the following conditions are complied with in the sole discretion of the Bank before such further disbursement:
- i) No event of default shall have occurred;
  - ii) The Borrower shall have produced all or any other documents or writings as required by the Bank in its sole discretion, which shall be binding on the Borrower.
- 4.4 The Borrower shall repay to the Bank the amount equated in terms of monthly installments each by the fifth day of each calendar month or such part thereof as shall remain due and owing to the Bank. The equated monthly installment includes interest component.

#### 5. Interest & BUSINESS POWER Account

- 5.1 Interest on the BUSINESS POWER shall accrue for the entire period of 30 days based on a pre-drawn schedule commencing from the month of disbursement irrespective of the date on which the disbursement has been effected in the loan account. The disbursement of the BUSINESS POWER will be done by issuing the disbursement Pay Order/ Demand Draft or otherwise without the Bank concerning itself with the receipt of such disbursement by the beneficiary/recipient and also with the realisation of such Payment order/ Demand Draft or the time taken in such realization.
- 5.2 Interest on the BUSINESS POWER shall be computed and debited to the BUSINESS POWER Account on the due date in each calendar month/quarter/half year/year as stated in the Schedule "B".
- 5.3 Interest Tax and other levies as may be applicable from time to time on the BUSINESS POWER shall be borne by the Borrower
- 5.4 The Bank shall be entitled to debit all other amounts due and payable by the Borrower under this Agreement (including but not limited to interest tax, fees, stamp duty, costs, service/prepayment and other charges, claims and expenses) to the Borrower's BUSINESS POWER account, unless separately reimbursed to the Bank by the Borrower. Such amounts shall form part of the BUSINESS POWER.
- 5.5 All amounts in default for payment (i.e. not paid by the Borrower when due to the Bank) including arrears of EMI, interest before the commencement of EMI, costs, charges and expenses debited to the BUSINESS POWER account shall attract penal interest without there being any need to assign a reason for such revision and interest and penal interest shall thereafter accrue at such revised rate(s).
- 5.6 Interest on the Loan shall be computed and debited to the Loan Account taking the basis of 365 days a year.

#### 6. Repayment:

- 6.1 The BUSINESS POWER (including the principal, interest thereon and any other charges, premium, fees, taxes levies or other dues payable by the Borrower to the Bank in terms of this Agreement) be repayable by the Borrower to the Bank-
- (i) at the Branch (or at any other branch of the Bank or at any other place as may be notified by the Bank).
  - (ii) by way of Equated Monthly Installment (EMI) as mentioned in the Schedule "B" towards repayment of principal and interest; and
  - (iii) by separate repayments towards repayment of default interest, fees, charges, taxes, claims, costs and expenses charged to the BUSINESS POWER account.
- 6.2 The Equated Monthly Installment (EMI) amount shall be arrived at so as to comprise repayment of principal and payment of interest calculated on the basis of the interest rate, periodicity, of repayment, of the entire liability under the BUSINESS POWER at the end of its tenor and the Borrower agrees to continue paying EMIs until all amounts due under the BUSINESS POWER have been repaid in full to the Bank.
- 6.3 No notice, reminder or intimation will be given to the Borrower regarding his/her obligation to pay the EMI regularly on each due date. It shall entirely be his/her responsibility to ensure prompt and timely payment to the Bank. Any delay or default in payment of any EMI shall make the Borrower liable to pay to the Bank, interest at the Default Interest Rate (for the period of such default) as mentioned in the Schedule "B", besides constituting a default thereby making all sums under this Agreement due and payable to the Bank forthwith.
- 6.4 All repayments of Principal and payment of interest and all other amounts by way of EMI or otherwise shall be given effect to in the BUSINESS POWER account in accordance with the method of effecting payment as stated in the Schedule "B" or as adopted by the Bank from time to time.
- 6.5 Repayments ahead of the Repayment Terms shall attract Prepayment Charges as stated in the Schedule "B".

#### 7. Bank's Rights

The Bank shall, in relation to the BUSINESS POWER:

- (i) have the sole right at any time during the tenure of this Agreement to revise/reschedule the repayment terms/ amount of EMI or of any other amounts outstanding there under and the Borrower shall make all future repayments to the Bank according to such revised schedule on being notified by the Bank of such revision or reschedulement;
- (ii) have the sole right to amend any of the terms and conditions of this Agreement including but not limited to revision of interest Rate (including the Default Interest Rate), periodicity of compounding interest, method of effecting credit of the repayments without assigning any reason or notifying the Borrower and the Borrower agree that such revision shall become applicable from date of such revision in the records of the Bank;
- (iii) have the right to receive and adjust any payment/s that it may receive as an assignee of the insurance in relation to the Property that may have been provided as security and on the life of the Borrower towards amounts due and/or payable by the Borrower under this Agreement;
- (iv) be entitled to disclose any information about the Borrower, his/her account relationship with the Bank and/or any default committed by him (whether such information is provided by the Borrower or obtained by the Bank itself and whether in form of repayment conduct, rating or defaults) to its head office, other branch offices, affiliated entities, Reserve Bank of India, any Refinancing agency, credit rating agency and such third parties as the Bank may in its sole and exclusive discretion, deem fit and proper. The Bank shall also be entitled to seek and receive any information as it deems fit in connection with the BUSINESS POWER and/or the Borrower from any third party; and
- (v) be entitled to require the Borrower, in the event of the Borrower opting to resign or retire from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever, to instruct his/her employer to remit the entire dues (including provident fund, gratuity and compensation) becoming payable by the Borrower from his/her employer on account of his/her such cessation of employment and to receive and appropriate the same towards the Borrower's liability under the BUSINESS POWER.

#### 8. Borrower's Representations, Warranties, Covenants and Undertakings.

- 8.1 With a view to induce the Bank to grant the Loan to him, the Borrower, hereby represents/warrants/covenants/undertakes with the Bank that it-
- (a) has been duly formed and has the power to carry on its business as it is now being carried on and to own its property and assets and has the power to borrow the Loans and the authorised signatories have the authority to execute the loan documentation on behalf of the Borrower;
  - (b) shall furnish to the Bank all such information, statements, particulars, estimates and reports etc. as the Bank may require from time to time as to the compliance with the terms of the Loan and shall also submit to the Bank, in form and detail satisfactory to the Bank.
  - (c) shall not enter into any scheme of merger, amalgamation, compromise or reconstruction without the prior written consent of the Bank;
  - (d) shall not permit any change in the ownership or control of the Borrower whereby the effective beneficial ownership or control of the Borrower shall change, without the prior written consent of the Bank;
  - (e) shall not effect any material change in the management of the business of the Borrower, without the prior written consent of the Bank;
  - (f) shall not make any amendments in the Borrower's Memorandum and Articles without the prior written consent of the Bank ( in case of the Borrower being a company);
  - (g) shall make available to the Bank such security in such form and substance as may be required by the Bank;
  - (h) shall always have until all his dues hereunder are not repaid to the Bank, a clear and marketable title to the Property, free from all encumbrances whatsoever and shall not during the tenure of the Loan either part with possession of or create third party rights in the Property constituting the Bank's security or any part of it (whether by way of sale, exchange, lease, mortgage, agreement or option or otherwise);
  - (i) has no major pending claims, demands, litigation or proceedings against him before any court or authority (public or private);
  - (j) shall ensure/utilize the entire loan for that the purpose for which the Loan is advanced by the Bank is fulfilled in all respects and produce to the Bank, the necessary documents, as may be required by the Bank;
  - (k) shall not, during the tenure of this Agreement, avail of or obtain any further loan or facility on the property constituting the Bank's security without the prior written consent of the Bank.
  - (l) Shall in addition to the statement/s required by the Bank furnish such other information/documents concerning its trade, business, profession or otherwise as the Bank may require from time to time;
  - (m) shall promptly inform the Bank of any loss or damage to the property constituting the Bank's security due to any force majeure or Act of God;
  - (n) shall (in case of more than one Borrower) be jointly and severally liable to repay the Loan, interest and all other sums due and payable under this Agreement and to observe its terms and conditions;

\_\_\_\_\_  
(Signature of the Borrower)

\_\_\_\_\_  
(Signature of the Co-borrower)

\_\_\_\_\_  
(Signature of the Co-borrower)

- (o) shall maintain the Property constituting the Bank's security in good order and habitable condition and not allow it to deteriorate or commit any act which is destructive or permanently injurious to the property or do anything which will render the security in favour of the Bank, insufficient;
- (p) shall not stand surety or guarantor for any third party liability or obligation;
- (q) shall ensure the officials of the Borrower executing this Agreement and the documents to be executed in pursuance thereof are duly and properly holding office and are fully authorised to execute the same;
- (r) shall utilise the Loan only for the purpose sanctioned;
- (s) agrees that any accretion to the said securities (if any) and other benefits from time to time accruing in respect of the said securities or any part thereof shall also be pledged/mortgaged with the Bank by the Borrower;
- (t) The Borrower hereby agrees and undertakes that no such person whose name is appearing in the list of Wilful defaulters shall be inducted on its Board/ in the Partnership Firm /LLP as a Director/Partner and that in case, such a person is found to be on its Board / in the Partnership Firm/LLP , it would take expeditious and effective steps for removal of such person from its Board/ Partnership Firm/LLP.
- (u) The Borrower hereby acknowledges and agrees that the Bank has a right to award a separate mandate to our Auditor or any independent Auditor, as the Bank may deem fit with a view to obtain a specific certificate regarding diversion /siphoning of funds by the Borrower. The Borrower agrees and undertakes to co-operate with such Auditors and provide the necessary information and/or documents as may be required by such Auditors. The Borrower also agrees and undertakes to bear all the expenditure in respect of obtaining the said Certificate and agrees to indemnify and keep the Bank indemnified in this regard.

8.2 The Borrower declares, assures and states that, except as mentioned hereunder, the Borrower is not a director nor relative\* of any director or none of its directors/partners /members (if the Borrower is a company/partnership firm) is a director; of the Bank or any other Banks including Scheduled Cooperative Banks, subsidiaries/trustees of mutual funds/ venture capital funds; and the Borrower is not a relative\* or none of its directors/partners/members (if the Borrower is a company/partnership firm) of any Senior Officer # of the Bank or of any other Banks;

#The term 'Senior Officer' means an officer of the Bank, who is in equivalent scale as an officer in senior management level in Grade IV any officer and above in a nationalised bank or any officer in equivalent scale in the State Bank of India and associate banks and in any banking company incorporated in India. \*The term "relative" shall mean and include any or all of the following persons: (a) Spouse (b) Father (c) Mother (including step-mother) (d) Son (including stepson) (e) Son's Wife (f) Daughter (including step-daughter) (g) Daughter's Husband (h) Brother (including step-brother) (i) Brothers wife (j) Sister (including stepsister) (k) Sister's husband (l) Brother (including step-brother) of the spouse (m) Sister (including step-sister) of the spouse.

The Borrower makes the above declaration solemnly and sincerely believing the same to be true and knowing fully well that on the faith and strength of the correctness thereof the Bank has agreed to grant the Facility. The Borrower also agrees that it is a condition of the grant of the facility that if any statement made with reference to the above is found to be false at any time the Bank shall at liberty and entitled to revoke the facility.

OR

The Borrower declares that the Borrower is related to the director(s) and /or Senior Officer(s) of the Bank or of any other Banks as specified in schedule "A" hereto:

#### 9. A) Events of default.

The Bank may by a written notice to the Borrower, declare all sums outstanding under the Loan (including the principal, interest, charges, expenses) to become due and payable forthwith irrespective of any agreed maturity forthwith and enforce the security created in favour of the Bank for the Loan upon the occurrence (in the sole decision of the Bank) of any one or more of the following:

- (a) the Borrower commits any default in the payment of interest, principal, other charges or any obligation and in the payment of any other amounts to the Bank when due and payable;
- (b) the Borrower fails to pay to any person other than the Bank any amount when due and payable or any person other than the Bank demands repayment of the loan or dues or liability of the Borrower to such person ahead of its repayment terms as previously agreed between such person and the Borrower;
- (c) the Borrower defaults in performing any of its obligations under this Agreement or breaches any of the terms or conditions of this Agreement or any other security documents, undertakings etc. executed in favour of the Bank;
- (d) the death, failure in business, going into liquidation/dissolution, amalgamation or reconstruction, except with prior written approval of the Bank, general assignment for the benefit of creditors, if the Borrower suspends payment to any creditors or threatens to do so, filing of any petition of winding up against the Borrower;
- (e) any of the information provided by the Borrower to avail the Loan or any of his Representations, Warranties herein being found to be or becoming incorrect or untrue;
- (f) any person other than the Bank commencing proceedings to declare the Borrower insolvent or if the Borrower shall become bankrupt or insolvent or commit act of insolvency;
- (g) the value of the any security created or tendered by the Borrower, in the sole discretion and decision of the Bank, depreciates entitling the Bank to call for further security and the Borrower fails to give additional security;
- (h) the Borrower fails to create the security as provided herein; or
- (i) the Bank, for any regulatory or other reasons, is unable or unwilling to continue the Loan;
- (j) if a Receiver is appointed in respect of the whole or any part of the property/assets of the Borrower or if any attachment, distress, execution or other process against the Borrower, or any of the securities is enforced or levied upon;
- (k) if the Borrower ceases or threatens to cease or carry on its Business or if the Co-Borrower opts to resign or retires from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever;
- (l) if it is certified by an Accountant of a Firm of Accountants appointed by the Bank ( which the Bank is entitled and hereby authorised to do so at any time ) that the liabilities of the Borrower exceed the Borrower's assets or that the Borrower is carrying on business at a loss;
- (m) if any circumstance or event occurs which would or is likely to prejudicially or adversely affect in any manner the capacity of the Borrower to repay the Loan or any part thereof (or the implementation of the Project).
- (n) if the Loan or any part thereof is utilised for any purpose other than the purpose for which it is applied by the Borrower and sanctioned by the Bank;
- (o) if any attachment, distress, execution or other process against the Borrower, or any of the securities is enforced or levied upon;
- (p) if any circumstance or event occurs which is prejudicial to or impairs or imperils or jeopardizes or is likely to prejudice, impair, imperil, depreciate or jeopardise any security given by the Borrower or any part thereof;
- (q) if the Borrower, without prior written consent of the Bank, attempts or purports to create any charge, mortgage, pledge, hypothecation, lien or other encumbrance over the Borrower's property or any part thereof, which is or shall be the security for the repayment of the said Dues except for securing any other obligations of the Borrower to the Bank;
- (r) upon happening of any substantial change in the constitution or management of the Borrower without previous written consent of the Bank or upon the Management ceasing to enjoy the confidence of the Bank;
- (s) if the Borrower fails to furnish any information or documents required by the Bank;
- (t) if the Borrower fails to furnish to the Bank detailed end use statement of the Loan as and when so required by the Bank within the time prescribed by the Bank;
- (u) all or substantially all of the undertaking, assets or properties of the Borrower or its interests therein are seized, nationalised, expropriated or compulsorily acquired by the authority of Government.

#### Notice on the happening of an Event of Default

If any event of default or any event which, after the notice or lapse of time or both would constitute an event of default shall have happened, the Borrower shall forthwith give the Bank notice thereof in writing specifying such event of default, or such event. The Borrower shall also promptly inform the Bank if and when any statutory notice of winding-up under the provisions of the Companies Act, 1956 or any other law or of any suit or legal process intended to be filed/initiated against the Borrower, is received by the Borrower.

#### B) Consequences of default:

1. In the event of any default as above the Bank shall have the right:-

- a) to recover the entire dues of the Loan,
  - b) to suspend any withdrawal to be effected in the Loan account,
  - c) take possession of the security so created whether by itself or through any of the Recovery Agents or Attorneys as may be appointed by the Bank.
  - d) take any other action as it may deem fit for recovery of its dues and enforcement of the securities.
2. Further, the Bank shall be entitled to forthwith take physical possession of the assets hypothecated and/or mortgaged to the Bank and alienate sell, transfer the said properties either by itself or through its agents and sell or otherwise deal with the same to enforce the Bank's security and recover the dues.
3. The Borrower agrees and undertakes not to prevent or obstruct the Bank from taking possession of the properties irrespective of whether the loan has been recalled whenever in the opinion of the Bank, there is an apprehension of any money not being paid or the Bank's security is being jeopardized and that the Bank's representatives will be entitled to sell, give on rent, or otherwise deal with the properties by public or private auction or private treaty, without being liable for any loss, and to apply the net proceeds thereof as specified in these presents.
4. The Borrower shall pay any deficiency, forthwith to the Bank. The Bank shall also be entitled to adjust and a right of set-off on all monies belonging to the Borrower standing to his credit in any account whatsoever with the Bank, towards payment of such deficiency. Nothing contained in this clause shall oblige the Bank to sell, hire or deal with the properties and the Bank shall be entitled to proceed against the Borrower independent of such other security. The Borrower agrees to accept the Bank's accounts in respect of such sale, hire, dealing or otherwise as conclusive proof of the correctness of any sum claimed to be due from the Borrower. In case of any deficit, the deficit amount shall be recovered by the Bank from the Borrower.X

\_\_\_\_\_  
(Signature of the Borrower)

\_\_\_\_\_  
(Signature of the Co-borrower)

\_\_\_\_\_  
(Signature of the Co-borrower)

5. The Bank may at the risk and cost of the Borrower engage one or more person(s) to collect the Borrowers outstanding and/or to enforce any security and may furnish to such person the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto as the Bank thinks fit.

**10. APPOINTMENT OF THE BANKS THE BORROWER'S ATTORNEY**

The Borrower hereby appoints the Bank as its true and lawful attorney to do and execute for and in the name and on behalf of the Borrower and where the Borrower is more than one individual, jointly and severally, all or any of the acts, deeds and things, specified therein.

**11. Assignment and Transfer.**

11.1 The Bank shall have a right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the BUSINESS POWER and outstanding amounts under the BUSINESS POWER or any other rights under this Agreement or any other document pursuant hereto to any person in a manner or under such terms and conditions as the Bank may decide in its sole discretion.

11.2 The Borrower expressly agrees, in the event of sale or transfer as aforesaid, to accept such person to whom the BUSINESS POWER is sold or transferred as his/her lender and make the repayment of the BUSINESS POWER to such person as may be directed by the Bank.

11.3 The Borrower shall not transfer or assign his/her rights under this Agreement.

**12. Banks appointment of Agent.**

The rights, powers and remedies available to the Bank under Law and under these present, shall be exercised by the Bank through any of its employees or agent and the Bank may delegate any or all of the said powers and authorities to such employee or agent.

**13. Dispute Resolution by Arbitration.**

All disputes, differences and / or claim or questions arising out of these presents or in any way touching or concerning the same or as to constructions, meaning or effect thereof or as to the right, obligations and liabilities of the parties hereunder may be referred to and settled by arbitration, to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof, of a sole arbitrator to be nominated by the Lender/Bank, and in the event of death, unwillingness, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, the Lender/Bank may appoint a new arbitrator to be a sole arbitrator. The arbitrator shall not be required to give any reasons for the award and the award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be held Mumbai/Delhi/Chennai/Kolkata (Delete the non-appropriate jurisdiction). The Arbitration Clause shall be in English language/Hindi (or any appropriate language of RAC's choice

**14. Miscellaneous**

14.1 If at any time the Bank is of the opinion that the value of the said security/ guarantee prescribed/ provided for the BUSINESS POWER is not adequate or sufficient for the purpose of securing the due repayment of the loan, and monies due thereon, the Bank shall be entitled to call for any additional security by notice in writing and the Borrower shall be bound to comply with the said notice and provide any additional security satisfactory to the Bank within 30 days from the receipt of the letter.

14.2 The Borrower confirms the accuracy of the information given in the loan application and further confirms that no material change or alteration has taken place subsequent to the date of application which would impact adversely the safety of amount granted by the Bank in any manner whatsoever.

14.3 The Borrower declares and confirms that he/she is not a party to any litigation of any material character affecting the security and Borrower is not aware of any facts likely to give rise to such litigation or any material claims or enquiries from any tax authorities or other statutory authorities.

14.4 All or any other conditions as specified in the most important information shall form an integral part of this Agreement and the most important information shall always be used in conjunction with this agreement at all times.

14.5 Interest on the amount of the loan will be applied at the rate specified in the schedule "B" to the agreement.

14.6 Without prejudice to any other term of this Agreement, the Parties expressly agree that any payment made by the Borrower to the Bank under this Agreement shall be appropriated by the Bank in the following order-

- (i) costs, charges and expenses that the Bank may expend to service, enforce and maintain the security and therefore recover the BUSINESS POWER, interest and all sums due and payable by the Borrower to the Bank under this Agreement.
- (ii) interest on amounts in default and loss of profit on the defaulted amount/s
- (iii) prepayment charges
- (iv) interest
- (v) principal amount of the BUSINESS POWER

14.7 The parties agree that any delay or omission by the Bank in exercising any of its rights, powers or remedies as the lender of the loan under this Agreement and other documents pursuant hereto shall not impair the right, power or remedy or be construed as its waiver or acquiesce by the Bank.

14.8 The Parties confirm that this Agreement and its Schedules and any other documentation pursuant to it represent one single agreement between the Parties.

14.9 This Agreement super cedes all prior discussions and representations between the parties, including the Bank brochure, save with respect to the obligations of and representations made by the Borrower to the Bank set forth in any correspondence, application forms or otherwise made or agreed to be made howsoever.

13.9.1 Laws of India shall govern this Agreement, the security and other documentation pursuant hereto and Courts having jurisdiction where the Branch is situated shall have exclusive jurisdiction over all aspects governing the interpretation and enforcement of this Agreement, the security and other documentation pursuant hereto.

14.10 The addresses of the parties shall be as mentioned under the Schedule "B". The Borrower shall forthwith inform the Bank of any change in his/her Address (current residence and office).

14.11 Any notice or request required or permitted under this Agreement to be given by either party to the other shall be only in writing and sent on the address of the other Party as mentioned in the Schedule "B" (or in case to the Borrower, on the address of the Borrower last known to the Bank):

- (i) If given by the Bank, may be given by personal delivery, fax or by post and shall be deemed to have been served upon or received by the Borrower, if given by personal delivery, when so delivered and if by post on expiration of 3 days after the same has been delivered to the post office for onward transmission to the Borrower under certificate of posting; and
- (ii) If given by the Borrower to the Bank when it is actually received by the Bank.

15. The borrower understand that as a pre-condition, relating to grant of the loans/advances/other non-fund based credit facilities to the Borrower and furnishing of guarantee in relations thereto, the Bank requires consent of the borrower of the credit facilities granted/ to be granted by the Bank for the disclosure by the Bank of information relating to the borrower, any credit facilities availed of / to be availed, by the borrower/guarantor/s, obligations as assumed by the borrower in relation thereto and default, if any, committed in discharge thereof.

Accordingly, the borrower hereby agrees and gives consent for the disclose by AXIS Bank of all or any such:

- (i) Information and data relating to borrower(s).
- (ii) the information or data relating to borrower(s) obligations in any credit facility granted/ to be granted by the Bank
- (iii) default, if any, committed by borrower in discharge of borrower(s)' such obligation as the AXIS Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorized in this behalf by RBI.

The borrower declares that the information and data furnished by borrower/me/us to the AXIS Bank are true and correct.

The borrower undertakes that -

- (i) The Credit Information Bureau (India) Ltd. and/or any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them and
- (ii) The Credit Information Bureau (India) Ltd. and/or other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to Banks/Financial Institutions and other credit guarantors or registered users, as may be specified by the Reserve Bank of India in this behalf.

**IN WITNESS WHEREOF** the parties hereto have set their hand on the day, month and year herein above mentioned. Signed and Delivered by the within named Borrower(s):

Proprietor       Partner       Designated Partner (For LLP)       Director/Authorized Signatory

Name	Designation	Signature

**SCHEDULE "A"**

Sr. No.	Name of Director(s) / Senior Officer(s)	Designation	Designation

**SCHEDULE "B"- BUSINESS POWER**

Name and Address of the Borrower	Name and Address of the Borrower	Name and Address of the Co-Borrower
<b>BUSINESS POWER under the Banks Power Scheme</b>		
<b>Facility</b>	Rupees: (In figures)	
<b>Facility Amount</b>	Rupees: (In words)	
<b>Number of Installments</b>	installments	
<b>Interest Rate</b>	% p.a.	
<b>Processing Fee</b>	Rs. _____ + Goods and Service Tax	
<b>Periodicity of Interest Compounding</b>	Monthly	
<b>Repayment Terms</b>	Repayable according to the tenor by Equated Monthly Installment (EMI) as stated below	
<b>Equated Monthly Installment (EMI)</b>	Rupees: (In figures)	
	Rupees: (In words)	
<b>EMI Payment</b>	Monthly	
	of every month commencing from _____	
<b>Disbursement Details</b>	By direct payment/s as follows:	
	1) PO/DD/direct a/c credit fvg _____	for Rs _____
	2) PO/DD/direct a/c credit fvg _____	for Rs _____
	3) PO/DD/direct a/c credit fvg _____	for Rs _____
	4) PO/DD/direct a/c credit fvg _____	for Rs _____
	5) PO/DD/direct a/c credit fvg _____	for Rs _____
<b>Prepayment charges</b>	% of principal outstanding + Goods and Service Tax	
<b>Repayment Instruction / Instrument Return Charges</b>	Rs. 500/- per instance of dishonour of cheque/Standing instruction/ECS debit instruction + Goods and Service Tax	
<b>Swap charges (Cheque/Instrument)</b>	Rs. 500/- per occasion of swapping of the PDCs/ECS mandate/Standing instruction mandate + Goods and Service Tax as applicable	
<b>Default Interest Rate</b>	@ 24% per annum i.e. 2% per month on the overdue installment	
<b>Duplicate Statement Issuance Charges</b>	Rs. 250/- per instance per set + Goods and Service Tax	
<b>Duplicate Amortisation schedule issuance charges</b>	Rs. 250/- per instance per set + Goods and Service Tax	
<b>Duplicate Interest Certificate (Provisional / Actual) Issuance charges</b>	Rs. 250/- per instance per set + Goods and Service Tax	
<b>CIBIL Report Issuance Charges</b>	Rs. 50/- per instance per set + Goods and Service Tax	
<b>Charges for Subsequent Set of Photocopy of loan agreement/documents where requested by Borrower</b>	Rs. 250/- per instance per set + Goods and Service Tax	
Not withstanding anything mentioned above, Axis Bank can add, delete, modify all or any of the aforeside Term & conditions without any reference to the borrowers. <b>Signed &amp; Delivered by the within named borrower/s, this schedule to BUSINESS POWER Agreement on the hereinabove mentioned.</b>		
Borrower / s		Name: _____ Signature _____
Borrower		
Co-Borrower		
Co-Borrower		
Date: _____	Place: _____	
Signed & Delivered on behalf of AXIS BANK Ltd.		
Name: _____		Signature _____

(Signature of the borrower)

(Signature of the co-borrower)

(Signature of the co-borrower)

**Demand Promissory Note**

Rs.....

ON DEMAND, I / We,.....

jointly and severally promise to pay to AXIS BANK LTD. or order, the sum of Rs .....(Rupees .....  
.....only ) together with interest from the date hereof, at.....percent  
per annum or such other rate the Bank may fix from time to time, compounding and payable with daily/monthly/quarterly rests, for value received.

Borrower	Co-borrower	Co-borrower
<div style="border: 1px solid black; width: 80px; height: 80px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">STAMP</div>	<div style="border: 1px solid black; width: 80px; height: 80px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">STAMP</div>	<div style="border: 1px solid black; width: 80px; height: 80px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">STAMP</div>

The borrower / Co-Borrower has to sign across the revenue stamp & DP note

Place .....

Date .....

**D.P. Note Delivery cum Waiver Letter**

To:

AXIS Bank Ltd.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Please take delivery of the accompanying DEMAND PROM I SORY NOTE dated \_\_\_\_\_ for Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_)  
made by me/us in favour of AXIS Bank Ltd.

I/We do hereby also waive my/our rights of the presentment of the aforesaid Demand Promissory Note. We further request you to note that we dispense with a notice of dishonour in terms of Section 98(a) of the Negotiable Instruments Act, 1881, and that in the event of payment not being made on demand by me/us the AXIS Bank Ltd. is at liberty to give time for payment to me/us without discharging me/ us from liability.

The said Demand Promissory Note shall operate as a continuing security to you to be enforceable for the repayment of the ultimate balance or all sums remaining unpaid under the said Cash Credit / Overdraft / Packing Credit! Loan facility (ies) now or hereafter; and I/We are to remain liable on the said Demand Promissory Note notwithstanding the fact that by payment made into the account of the Cash Credit / Overdraft / Packing Credit / Loan from time to time, the said Cash Credit /Overdraft / Packing Credit / Loan facility (ies) may from time to time be reduced or extinguished or even that the balance of the said account(s) may be at credit

X \_\_\_\_\_

Borrower

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Co-borrower.....

Co-borrower.....

Place \_\_\_\_\_

Date \_\_\_\_\_



## Post-Dated Cheques / Security Cheques Covering Letter

Dated: \_\_\_\_\_

To,  
The Branch Head  
ASC - \_\_\_\_\_  
AXIS Bank Ltd.

Dear Sir,

**REF: Facility Agreement dated** \_\_\_\_\_ executed by me/us in favour of the Bank

Please find enclosed crossed Post-dated cheques/Security cheques drawn in favor of AXIS Bank Ltd (BUSINESS POWER Account \_\_\_\_\_) bearing the following particulars being submitted towards repayment of the BUSINESS POWER availed from your Bank. The post dated cheques/security cheques contain my/our authorised signatories genuine signature, which shall not be disputed by me/us.

Name of the Drawee bank : \_\_\_\_\_

Name of the Drawee Bank Branch : \_\_\_\_\_

MICR Sort Code (9 digit) :

Date of Cheques : \_\_\_\_\_ of each month commencing from \_\_\_\_\_

Cheque Numbers :

Sr	Form	To	No. of Cheque	Amount of Cheque
1				
2				
3				
4				
5				

Signature of Borrower

I/We agree that the Post dated cheques/Security cheques are given towards BUSINESS POWER repayment/installments of the debt due and payable by me/us to the Bank in terms of the BUSINESS POWER Agreement dated \_\_\_\_\_

In case of change of authorised signatory of the Borrower, we undertake to replace the cheques appropriately and in the event of nonreplacement of the cheques before the due dates, we undertake to honour the Post Dated Cheques.

\_\_\_\_\_  
Name of the Borrower

\_\_\_\_\_  
Signature of the Borrower

\_\_\_\_\_  
Name of the Co-borrower

\_\_\_\_\_  
Signature of the Co-borrower

\_\_\_\_\_  
Name of the Co-borrower

\_\_\_\_\_  
Signature of the Co-borrower