

Name of Branch: _____

SIGNATURE CARD



Sol ID: _____



(Please ensure to stick the barcode above)

I Certify that the following persons are the Authorised Signatories including Addition/Deletion of signatures in SB/CA/NRE/SBTRS/FD Account No: _____

I confirm that the following Signature of the Authorised Signatories are obtained in my presence.

Name of the Customer /Company/ LOA Holder _____

Account No:

(1) CIF ID.:

(2) CIF ID.:

Name of the Authorised Signatory (in black ink)

Name of the Authorised Signatory (in black ink)

(Signature of Authorised Signatory)

(Signature of Authorised Signatory)

(3) CIF ID.:

(4) CIF ID.:

Name of the Authorised Signatory (in black ink)

Name of the Authorised Signatory (in black ink)

(Signature of Authorised Signatory)

(Signature of Authorised Signatory)

- Mode of Operation Self Either or survivor Jointly by all Prop./ Auth. Sig.
 Any one Partner Any one Trustee Any Two Jointly As Per Resolution
 Others

FOR OFFICE USE ONLY

Specimen Signature No.: _____

Signature of Manager _____
(Operations)

Date: _____

Branch Seal/Round Seal _____

NOTE: Use of this Signature Format with Black Ink is Mandatory.

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SUPER SAVER AGREEMENT

THIS AGREEMENT IS MADE at the place and date as specified in the Schedule between such persons, whose name(s) and address(es) are as specified in the Schedule (hereinafter called the "Borrower(s)") of ONE PART and 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 Samaratheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad 380 006, Gujarat and one of the branch offices at the place as specified in the Schedule (hereinafter called the "Bank") of the SECOND PART.

The expressions "Borrower(s)" and the "Bank", unless repugnant to the context, shall include their respective legal heirs, representatives, successors, executors, administrators and assigns.

WHEREAS the Borrower(s) has/have requested the Bank and the Bank has agreed to provide Home loan under its "Overdraft for purchase of Residential Property" Scheme upto the limit (s) as specified in the Schedule with full power to the Bank from time to time to renew or reduce or enhance the limit or altogether withdraw the facility on the terms and conditions appearing herein (hereinafter collectively and individually referred to as the "Limit"), vide sanction letter details of which are specified in the Schedule to this Agreement, .

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS

1. Definitions and Interpretation

1.1 In this Agreement, the following meanings are applicable:

"Agreement" means this Overdraft Agreement for grant of a Home loan by way of an overdraft facility read in conjunction with the sanction letter more particularly detailed in the Schedule.

"Borrower(s)" means one or more persons whose name(s) and address(es) is/are stated in the Schedule executing this Agreement as Borrower(s) and 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.

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

"Home Loan" means the loans granted by the Bank in terms of this Agreement as follows:

- (i) Home Loan for purchase / construction / purchase and construction / improvement of a residential property / taking over the existing loan of the Borrower from any other lender;
- (ii) Additional Home Loan for Improvement.

The expression "Home Loan" in both the above cases shall also mean to include the principal amount of loan and all dues outstanding there under if the context so requires.

"Improvement" includes construction, modification, repair, renovation, maintenance or any act for the i) upkeep ii) maintenance and iii) enhancement of the utility of the Property.

"Limit/ Overdraft Limit" means the overdraft limit granted by the Bank in terms of this Agreement by way of a Home loan;

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

"Penal 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(s) to the Bank, as stated in the Schedule or as may be amended from time to time by the Bank.

"Over Limit Amount" means the over limit amount is the amount utilized over and above the allowed overdraft limit for the account.

"MCLR" means the rate so declared by the Bank as its MCLR from time to time and displayed in the notice board of the Bank or at the discretion of the Bank published in newspaper or intimated to the Customers from time to time.

"Parties" means the Bank and the Borrower(s) referred to collectively.

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

“**Property**” means a real estate property (including a plot of land with or without construction thereon or a flat in a building) for the purchase / improvement of which the Limit is granted by the Bank in terms of this Agreement. The word property shall include the improvements made or occurred to it and also all benefits arising out of the Property.

“**Schedule**” means the schedule of this Agreement.

- (a) In this Agreement, singular shall include plural and the masculine gender the feminine or neutral gender.
- (b) 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.
- (c) The arrangement of clauses in this Agreement shall have no bearing on their interpretation.
- (d) The clause headings are inserted for the sake of convenience only and shall not affect the interpretation of the provisions hereof.

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 Limit and other documents executed or tendered by the Borrower(s) in relation to the Limit, to lend to the Borrower(s) and the Borrower(s) agrees to borrow from the Bank, the Limit on the terms and conditions as fully contained in this Agreement and the Schedule.
- 2.2 The relationship between the Bank and the Borrower(s) as lender and Borrower(s) shall commence from the date of this Agreement and subsist until all monies due and payable by the Borrower(s) 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 Limit shall bear Service Charges and any other fees, including GST, if any, as mentioned in the Schedule, which the Borrower(s) agrees to reimburse to the Bank separately.
- 3.2 Other charges as applicable for transactions, like Demand Draft, stop payment charges etc for a normal savings or a current account shall be applicable for the Overdraft Account as per the schedule of charges provided.
- 3.3 The Bank shall be entitled to recover from the Borrower(s) any charges or costs incurred or claims suffered by the Bank in connection with the Limit, including on account of execution and stamping of this Agreement and any other documentation or security creation pursuant to this Agreement.
- 3.4 The bank reserves the right to debit such charges into the loan account that shall then be a part of the utilized limit of the customer and hence shall accrue interest as per the interest rate applicable (if unpaid) or to keep a lien into the customer’s account to the extent of charges to be debited that shall be adjusted first from any inflows that the customer makes into this account at its sole discretion.

4. Mode of operation of the Overdraft account

The Bank shall, unless otherwise agreed between the Borrower(s) and the Bank, set up the sanction limit equal to the Home loan sanctioned and setup the drawing limit equal to the amount of draw down required as per the builder demand / construction status at the sole discretion of the bank and shall debit the limit to the extent of the disbursement to be made and issue the pay-order to the builder /seller/customer as the case may be.

- 4.1 The Borrower will have the flexibility to withdraw any amount deposited into the overdraft account by drawing cheques, through internet banking, phone-banking , ATM withdrawals and withdrawal through requests at our branches to the extent of the drawing limit available in the account i.e the available drawing limit less the limit utilized.
- 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(s).
- 4.3 The Bank may not disburse at any time, any amount under the Limit unless the following conditions are complied with in the sole discretion of the Bank:
 - a. The loan documents are duly executed and delivered to the Bank by the Borrower(s);
 - b. The Borrower(s) satisfies the Bank of its clear and marketable title to the Property;
 - c. The Borrower(s)’ submission to the Bank of security cheques towards repayment Any other document or writing as the Bank may require in its sole discretion.
 - d. Submission of all the necessary approvals and permission from the appropriate authorities including but not limited to approvals and certificates from corporations.

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

- 4.4 The Bank may not, having disbursed any amount, disburse any further amount under the Limit 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(s) shall have produced evidence of the use of prior disbursements;
 - iii) The Borrower(s) shall have assigned in favour of the Bank, the insurance policy (ies) as required by the Bank;
 - iv) The Borrower(s) shall have produced his periodic financial statements; and
 - v) The Borrower(s) 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(s).

4.5 The Borrower(s) shall repay to the Bank the amount on demand and in accordance with the Schedule.

5. Interest & Loan Account

5.1 The Borrower(s) agrees to pay interest on the Limit as per the Schedule to this Agreement and which shall be fixed at all times in relation to and linked to the Marginal cost based lending rate, MCLR of the Bank (in case of floating rate loans) and the Interest rate at daily rest calculated on the daily balance of the Limit amount and payable monthly. The Borrower(s) is aware that the above said rate i.e. MCLR, is as defined herein above in this Agreement and declared from time to time by the Bank.

5.2 The Borrower(s) is aware and confirms that the Bank shall at any time and time to time and on reset dates be entitled be change the rate of interest depending on the changes in the MCLR, and such revised rate of interest shall always be construed as agreed to be paid by the Borrower(s) and hereby secured. Borrower(s) shall be deemed to have notice of change in the rate of interest whenever the change in the Interest Rate are displayed/notified at/by the branch as per the Scheme of the Bank.

5.3 Interest on the Limit shall begin to accrue from the date of debit to the Loan account simultaneously with the Bank's disbursement of the Limit and shall be charged to the loan account on the 10th day of the month.

5.4 Incase of change in the Bank's MCLR (increase or decrease), the interest rate (in case of floating rate loans) shall be revised accordingly.

5.5 Interest on the Limit shall be computed and debited to the Loan Account -

- i) at the intervals as stated in the Schedule
- ii) Taking the basis of 365 days a year
- iii) At interest rate more particularly described in the Schedule herein or as may be prescribed by the Bank from time to time and
- iv) On the actual amount outstanding on a daily basis payable on a monthly basis as stated in the Schedule.
- v) Interest from the date of debit to the Loan account shall be payable every month.

5.6 Interest Tax and other taxes/levies as may be applicable from time to time on the Limit shall be borne solely by the Borrower(s).

5.7 The Bank shall be entitled to debit all other amounts due and payable by the Borrower(s) under this Agreement (including but not limited to interest tax, fees, stamp duty, processing fee, login fees, annual fees, costs, service and other charges, claims and expenses including expenses which may be incurred by the Borrower(s) in the enforcement or attempted enforcement of security created in favour of the Bank) to the Borrower(s)' Loan account, unless separately reimbursed to the Bank by the Borrower(s). Such amounts shall form part of the Limit. Any fees collected by the Bank from the Borrower (including but not limited to fees, processing fee, login fees, annual fees) shall be non-refundable.

5.8 All amounts in default for payment (i.e. not paid by the Borrower(s) when due to the Bank) including costs, charges and expenses debited to the Loan account shall attract penal interest / charges without there being any need to assign a reason for such revision and interest and penal charges shall thereafter accrue at such revised rate(s) as per the schedule.

5.9 **Interest on the limit shall be payable on 10th of every month separately. In case of default (amount due and not paid) due amount will be shown as overdue amount.**

5.10 The MCLR prevailing on the day the loan is disbursed will be applicable till the next reset date, irrespective of the changes in the benchmark during the interim period.

5.11 **Axis Bank can change the reset frequency for all mortgage loans at a later date at its sole discretion. Reset frequency of the loan will be six months starting from account opening date.**

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

Critical conditions- Borrower needs to comply with below three conditions to ensure that the account is not classified as NPA (Non Performing asset).

- 5.12 Borrower to ensure outstanding balance does not remain continuously in excess of Sanction Limit/Drawing Power for 90 days.
- 5.13 Borrower to ensure credit transaction in Super Saver O/D account in every 90 days.
- 5.14 Borrower to ensure that credits in last three months is sufficient enough to service unpaid interest for the previous three months. (Refer illustration on page-28)

6. Repayment

- 6.1. The Limit shall be repayable on a demand being made by the Bank at anytime during the tenure of the Limit.
- 6.2. If not demanded earlier as stated above, repayment of the Limit (including the principal, interest thereon and any other charges, premium, fees, taxes levies or other dues payable by the Borrower(s) to the Bank in terms of this Agreement) by the Borrower(s) to the Bank should be spread over the tenure of the Limit in the manner hereinafter provided. The Borrower(s) shall make a minimum payment of the minimum amount due (MAD) on or before the payment due date every month directly into the Overdraft account.
- 6.3. The billing cycle towards interest cost shall be from the 10th of every month upto the 9th of the next month and the same shall be debited on the next day i.e 10th of the month
- 6.4. The limit reduction shall be effected as per the terms of the sanction letter and this agreement on the 10th of every month.

7. Security

The repayment of the Limit, interest, fees, costs, charges and expenses and all other amounts payable under this Agreement to the Bank shall be secured in such manner including by way of mortgage in favour of the Bank over the property as specified in the Schedule.

The Bank shall be entitled to call upon the Borrower(s) and the Borrower(s) shall be liable to furnish to the Bank additional and / or alternate security as decided by the Bank in the event of any substantial deterioration in the value of the security and the Borrower(s) shall be bound to provide any additional security or execute any further mortgage of any other property satisfactory to the Bank within 30 days from the receipt of the letter from the Bank.

The Bank shall have the right to decide, in its sole discretion, the mode of mortgage or creation of any other security/additional security to be created by the Borrower(s) for securing the Limit and all other amounts as aforesaid and the Borrower(s) shall be bound to create such security evidencing the same as may be required by the Bank.

The Borrower(s) shall execute any bonds, promissory notes for the Limit and all such documents, power of attorney(s)/ undertakings and agreements as may be required by the Bank at any time during the pendency of this Limit.

8. Bank's Rights:

The Bank shall, in relation to the Limit:

- a. have the sole right at any time during the tenure of this Agreement to revise the terms and conditions of repayment any other amounts outstanding there under and the Borrower(s) shall make all future repayments to the Bank according to such revised terms on being notified by the Bank of such revision;
- b. 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 Penal Interest Rate), periodicity of compounding interest, method of effecting credit of the repayments without assigning any reason or notifying the Borrower(s) and the Borrower(s) agree that such revision shall become applicable from date of such revision in the records of the Bank;
- c. 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 towards amounts due and/or payable by the Borrower(s) under this Agreement;
- d. have the right to enter the Property, inspect books of accounts and other records maintained by the Borrower(s);
- e. have the right to create a charge or mortgage over the Property as security in its own favour or in favour of any third party;
- f. have the right to obtain refinance against the Limit as it may consider appropriate;
- g. be entitled to disclose any information about the Borrower(s), it's account relationship with the Bank and/or any default committed by it(whether such information is provided by the Borrower(s) or obtained by the Bank

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

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 Limit and/or the Borrower(s) from any third party.

9. Borrower(s)' Representations, Warranties, Covenants and Undertakings.

- 9.1 With a view to induce the Bank to grant the Limit to it, the Borrower(s), hereby represents/warrants to/ covenants/ undertakes with the Bank that it-
- (a) has furnished complete and accurate information and details to the Bank about itself and the Property and no vital information has been omitted to be stated
 - (b) has been duly formed and has the power to carry on the its business/profession as it is now being carried on and to own its property and assets and has the power to avail the Limits;
 - (c) shall make available to the Bank such security (including mortgage over the Property) in such form and substance as may be required by the Bank;
 - (d) is absolutely seized and possessed with and sufficiently entitled to the Property and shall not sell, mortgage, lease, surrender or howsoever alienate the property or part thereof;
 - (e) shall always have until all its dues hereunder are not repaid to the Bank, a clear and marketable title to the Property, free from all encumbrances whatsoever
 - (f) has no major pending claims demands litigation or proceedings against it before any court or authority (public or private);
 - (g) shall ensure / utilize the entire Limit for the purpose for which the limit 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;
 - (h) shall not, during the tenure of this Agreement, avail of or obtain any further Limit or facility on the security of the Property without the prior written consent of the Bank.
 - (i) shall in addition to the income/ financial statement/s required by the Bank furnish such other information/ documents concerning it's trade, business, profession or otherwise as the Bank may require from time to time;
 - (j) shall comprehensively insure and keep insured with the Bank as a sole beneficiary, the Property for its full market value or replacement cost and whenever required by the Bank and shall assign in favour of the Bank and submit to the Bank the aforesaid original insurance policy document(s) and premium/ payment receipts;
 - (k) shall promptly inform the Bank of any loss or damage to the property due to any force majeure or Act of God;
 - (l) shall do all acts as may be required to maintain the Bank's status of sole beneficiary under the said insurances and receive money thereon;
 - (m) shall in addition to the income/ financial 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;
 - (n) shall promptly and without requiring any notice or reminder from the Bank, repay to the Bank the Limit in accordance with the Repayment Terms mentioned in the Schedule;
 - (o) shall (in case of more than one Borrower) be jointly and severally liable to repay the Limit, interest and all other sums due and payable under this Agreement and to observe its terms and conditions;
 - (p) shall maintain the Property 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;
 - (q) shall pay and discharge all rates taxes outgoings and charges pertaining to the Property, including to the society/condominium/company, promoters, bodies and authorities (public or private);
 - (r) shall not during the tenure of this Agreement, either part with possession of or create third party rights in the Property or any part of it (whether by way of sale, exchange, lease, mortgage, agreement or option or otherwise);
 - (s) shall not combine, merge, amalgamate or consolidate the Property with any other property with any right of way or easement in to or over the Property;
 - (t) shall not stand surety or guarantor for any third party liability or obligation;
 - (u) shall comply with all the terms of the Sanction letter and keep itself aware of the rules of the Bank, as pertaining to this Limit, and in force from time to time and
 - (v) shall ensure the officials of the Borrower(s) 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;
 - (w) shall induct no such person whose name is appearing in the list of Wilful defaulters on its board and that in case, such a person is found to be on its Board, it would take expeditious and effective steps for removal of such person from its Board.
 - (x) shall not object and 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.

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1. Borrower

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2. Borrower

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3. Borrower

9.2) The Borrower declares, assures and states that, except as mentioned hereunder, the Borrower is not 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 Co-operative 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 step-son) (e) Son's Wife (f) Daughter (including step daughter) (g) Daughter's Husband (h) Brother (including step-brother) (i) Brother's wife (j) Sister (including step-sister) (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 Facilities 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 Facilities.

(OR)

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

Sr.No.	Name of Director(s)/ Senior Officer(s)	Designation	Relationship
1.			
2.			
3.			

10. Events of Default

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

- (a) The Borrower(s) commits any default in the payment of any amount to the Bank when due and payable under this agreement
- (b) 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;;
- (c) The Borrower(s) 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 Limit or dues or liability of the Borrower(s) to such person ahead of its repayment terms as previously agreed between such person and the Borrower(s);
- (d) The Borrower(s) defaults in performing any of it's 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;
- (e) The death, failure in business, ceasing to be meaningful employment, 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 (s) suspends payment to any creditors or threatens to do so, filing of any petition of winding up against the Borrower (s)
- (f) Any of the information provided by the Borrower(s) to avail the Limit or any of its Representations, Warranties herein being found to be or becoming incorrect or untrue;
- (g) Any person other than the Bank commencing proceedings to declare the Borrower(s) insolvent or if the Borrower(s) shall become bankrupt or insolvent or commit act of insolvency;
- (h) If the Property is destroyed, sold, disposed of, alienated, attached or restrained in any manner;
- (i) The Borrower(s) fails to create the security as provided herein; or
- (j) The Bank, for any regulatory or other reasons, is unable or unwilling to continue the Limit;
- (k) If a receiver is appointed in respect of the whole or any part of the property /assets of the Borrower(s) or if any attachment, distress, execution or other process against the Borrower(s), or any of the securities is enforced or levied upon;
- (l) If the Borrower(s) ceases or threatens to cease or carry on its Business or employment;
- (m) If it is certified by an Accountant of a Firm of Accountants appointed by the Bank (which the Bank is entitled and

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

hereby authorised to do so at any time) that the liabilities of the Borrower(s) exceed the Borrower(s)' assets or that the Borrower(s) is carrying on business at a loss;

- (n) If any circumstance or event occurs which would or is likely to prejudicially or adversely affect in any manner the capacity of the Borrower(s) to repay the Limit or any part thereof.
- (o) If the Limit or any part thereof is utilised for any purpose other than the purpose for which it is applied by the Borrower(s) and sanctioned by the Bank;
- (p) If any attachment, distress, execution or other process against the Borrower(s), or any of the securities is enforced or levied upon;
- (q) If the Borrower(s), 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(s) to the Bank;
- (r) Upon happening of any substantial change in the constitution or management of the Borrower(s) without previous written consent of the Bank or upon the Management ceasing to enjoy the confidence of the Bank;
- (s) If the Borrower(s) fails to furnish any information or documents required by the Bank;
- (t) If the Borrower(s) fails to furnish to the Bank detailed end use statement of the Limit as and when so required by the Bank within 10 (ten) days of receiving such request from the Bank;
- (u) The death, insolvency, failure in business, commission of an act of bankruptcy, general assignment for the benefit of creditors, suspension of payment to any creditors or threat to do so by the Borrower, filing of any petition in bankruptcy or winding-up by or against the Borrower.

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(s) shall forthwith give the Bank notice thereof in writing specifying such event of default, or such event. The Borrower(s) 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(s), is received by the Borrower(s).

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 Limit,
 - 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 mortgaged to the Bank ("properties") 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(s) agrees and undertakes not to prevent or obstruct the Bank from taking possession of the properties irrespective of whether the Limit 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. The Borrower(s) 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(s) standing to their 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 banks shall be entitled to proceed against the Borrower(s) independently of such of any other security. The Borrower(s) 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(s). In case of any deficit, the deficit amount shall be recovered by the Bank from the Borrower(s).
- 4. The Bank may at the risk and cost of the Borrower(s) engage one or more person(s) to collect the Borrower(s)' 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.
- 5. The Borrower(s) hereby agree as a pre-condition of the said credit facility granted to it by the Bank that in case the Borrower(s) commits default in the repayment of the credit facility or in the repayment of interest thereon or any of the agreed installment of the credit facility on due date/s the Bank and/or Reserve Bank of India will have an unqualified right to disclose or publish the name of the Borrower(s) or the name of the Borrower(s)' company / firm / unit and its directors / partners / proprietors as defaulter in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.

X _____
1. Borrower

X _____
2. Borrower
7

X _____
3. Borrower

6. In the event the Borrower commits default in repayment of dues as mentioned above under "Events of default" and consequently the account is to be classified as NPA, all other borrowal accounts of the Borrower, with the Bank also shall be classified as NPA as per the guidelines issued by RBI as the same shall result in cross default.

11. Appointment of the Bank as the Borrower(s)' Attorney

11.1. The Borrower(s) shall appoint AXIS Bank Ltd. as its true and lawful attorney to do and execute for and in the name and on behalf of the Borrower(s) , jointly and severally, all or any of the acts, deeds and things, specified therein.

12. Assignment and Transfer.

12.1. The Bank shall have the right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the Limit and outstanding amounts under the Limit or any other rights and obligations of the Bank under this Agreement or any other document pursuant hereto to any person/ entity in a manner or under such terms and conditions as the Bank may decide in its sole discretion without reference to or intimation to the Borrower(s).

12.2 The Borrower(s) expressly agrees, in the event of sale or transfer as aforesaid, to accept such person to whom the Limit is sold or transferred as his lender and make the repayment of the Limit to such person as may be directed by the Bank.

12.3 The Borrower(s) shall not be entitled to directly or indirectly assign his rights or obligations under this Agreement in part or in whole to any person.

13. 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.

14. Miscellaneous

14.1 Without prejudice to the Bank's other rights and remedies, the Bank shall be entitled to charge at its own discretion enhanced rates of interests on the outstanding in the loan accounts or a portion thereof or for any default or irregularity on the Borrower(s)' part which in the opinion of the Bank warrants charging of such enhanced rates of interests for such period as the Bank may deem fit.

14.2 It is hereby agreed between the parties that the Schedule may be amended, revised, substituted by way of written communication by the Bank to the Borrower(s) from time to time. Such correspondences between the Bank and acceptance thereof by the Borrower(s) shall be deemed to be an integral part of this Agreement and shall be read in conjunction thereof.

14.3 All or any other conditions as specified in the sanction letter shall form an integral part of this Agreement and the sanction letter shall always be read in conjunction with this Agreement at all times.
Without prejudice to any other term of this Agreement, the Parties expressly agree that any payment made by the Borrower(s) to the Bank under this Agreement shall be appropriated in a chronological order of the charges debited into the account

14.4 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 Limit 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.

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

14.6 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(s) to the Bank set forth in any correspondence, application forms or otherwise made or agreed to be made howsoever.

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

- 14.7 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. Nothing herein shall limit the right of the Bank to take proceedings against the Borrower(s) in any other Court of competent jurisdiction within India nor shall the taking of the proceedings in one or more jurisdiction preclude the Lender from taking proceedings in any other jurisdiction within India, whether concurrently or not.
- 14.8 The addresses of the parties shall be as mentioned under the Schedule. The Borrower(s) shall forthwith inform the Bank of any change in its address.
- 14.9 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 (or in case to the Borrower(s), on the address of the Borrower(s) last known to the Bank):
- (a) 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(s), 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(s) under certificate of posting; and
- (b) If given by the Borrower(s) to the Bank when it is actually received by the Bank.
- 14.10 The liability of the Borrower(s) in respect of this Limit shall be joint and several.
- 14.11 This Agreement is and should be intended to operate continually till all the dues, indebtedness and liabilities of the Borrower(s) to the Bank at all times during the subsistence of this Agreement, and notwithstanding the existing of credit balance or 'Nil' balance in the Loan account or any part of the Limit, is repaid either on demand from the Bank or otherwise.

15. CIBIL/ CREDIT BUREAU CLAUSE:

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

Accordingly, the Borrower(s) hereby agrees and gives consent for the disclosure by AXIS Bank of all or any such

1. Information and data relating to Borrower(s)/me/ us
2. the information or data relating to Borrower(s)/my / our obligations in any credit facility granted/ to be granted by the Bank
3. default, if any committed by Borrower(s) / me / us in discharge of Borrower(s) / my / our'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(s) declares that the information and data furnished by Borrower(s) /me/ us to the AXIS Bank are true and correct.

The Borrower(s) undertakes that –

1. The Credit Information Bureau (India) Ltd. and any other agency so authorized may use, process the said information and date disclosed by the Bank in the manner as deemed fit by them and
2. The Credit Information Bureau (India) Ltd. and 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 grantors or registered users, as may be specified by the Reserve Bank of India in this behalf.

In witness whereof the parties hereto have executed/ caused to be executed these presents on the day and year written in the Schedule hereinafter appearing.

X _____
1. Borrower

X _____
2. Borrower
9

X _____
3. Borrower

SCHEDULE

Please wherever applicable

SCHEDULE TO THE AGREEMENT		
Branch where overdraft limit is to be set: Branch Address:	Place :	Date :
Loan processing centre:		
Borrower's Name and Address <input type="checkbox"/> Individual(s) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Company		
1st Borrower	First Name : Father's / Husband / Middle Name : Surname / Family Name :	
	Residence Address :	Office Address
	Telephone Number : E-Mail : Mobile No.:	Telephone Number : E-Mail : Mobile No.:
Borrower's Name and Address <input type="checkbox"/> Individual(s) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Company		
2nd Borrower	First Name : Father's / Husband / Middle Name : Surname / Family Name :	
	Residence Address :	Office Address :
	Telephone Number : E-Mail : Mobile No.:	Telephone Number : E-Mail : Mobile No.:
Borrower's Name and Address <input type="checkbox"/> Individual(s) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Company		
3rd Borrower	First Name : Father's / Husband / Middle Name : Surname / Family Name :	
	Residence Address :	Office Address :
	Telephone Number : E-Mail : Mobile No.:	Telephone Number : E-Mail : Mobile No.:
Facility	Home Loan through Overdraft limit	
Facility Amount	Rupees (in figures) :	
	Rupees (in words) :	
Sanction letter no.		Date :
Tenure in years		
MCLR		Markup (applicable for floating rate loan)
Interest Rate	_____ % p.a. Floating (MCLR plus Markup) / _____ % in case of Fixed rate loan	
Applicable MCLR	<input type="checkbox"/> Overnight <input type="checkbox"/> One Month <input type="checkbox"/> Three month <input type="checkbox"/> Six month <input type="checkbox"/> One year	
Reset Date / Month -		
Reset Frequency	<input type="checkbox"/> Overnight <input type="checkbox"/> One Month <input type="checkbox"/> Three month <input type="checkbox"/> Six month <input type="checkbox"/> One year	
Limit Reduction	<input type="checkbox"/> EMI based limit reduction <input type="checkbox"/> Equated Principal Amortization	
Periodicity of Interest Compounding	Daily in case of over limit	
Periodicity of Credit to Home Account	Monthly interest debit and limit reduction shall happen on the 10th of every month and hence adequate inflows into the account to be done on or before the 10th of every month	

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

<u>Repayment Terms</u>	<p>A. Partly disbursed loan Interest repayment</p> <p>You shall service only the interest charges until your loan is fully disbursed or upto 24 months from the date of first disbursement (whichever is earlier). The interest shall be charged on the daily utilization of the limit and the same shall be debited on a monthly basis. You are required to service the interest through regular inflows into your loan account. The interest shall be debited to your account on the 10th of every month.</p> <p>B. Fully disbursed loans/ Partly disbursed loans live for more than 24 months</p> <p>You shall be required to service the Interest and principal demand on a monthly basis as detailed below</p> <p>i Interest payment Interest shall be charged on the daily utilization of the limit and the same shall be debited on a monthly basis. You are required to service the interest through regular inflows into your loan account. The interest shall be debited into your account on the 10th of every month.</p> <p>ii Principal Repayment</p> <ul style="list-style-type: none"> Your drawing limit shall be reduced on a monthly basis over the loan tenure and are you requested to ensure that the requisite amount is made available into your loan account before the limit reduction date by way of regular inflows into your loan account. The drawing limit shall be reduced on 10th of every month. 																		
Disbursement	By direct single payment / part payments in favour of the previous lender / builder / vendor / society / association / developer / seller 1 _____ 2 _____ 3 _____																		
Security	Such security (including mortgage) as the bank may from time to time require in the form and substance acceptable to the Bank																		
Details of the Loan	Specify : Purchase / Construction / Repair / Renovation / Extension // Refinance/ Takeover of Housing Loan Financial institution Name (in case of takeover) :																		
Details of Property	Seller's / Builder's / Earlier Owner's Name : _____ Seller's / Builder's / Earlier Owner's Address : _____ Name of the Building / Property : _____ Building No. _____ Flat No. _____ Plot No. _____ Location : _____ Final Plot No. _____ Survey No. _____ TPS No. _____ Village _____ Within the limits of the Municipality / Corporation _____ Agreement Value of the Property : Rs. _____ (Rupees) _____ Market Value of the Property : Rs. _____ (Rupees) _____																		
Details of Improvement	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Particulars</th> <th style="width: 30%;">Cost Rs.</th> </tr> </thead> <tbody> <tr> <td>1. External repairs</td> <td></td> </tr> <tr> <td>2. Waterproofing and roofing</td> <td></td> </tr> <tr> <td>3. Internal and external painting</td> <td></td> </tr> <tr> <td>4. Plumbing tiling and flooring and electrical work</td> <td></td> </tr> <tr> <td>5. Grills, waterproofing on terrace and aluminium windows</td> <td></td> </tr> <tr> <td>6. Construction of underground/overhead water tank</td> <td></td> </tr> <tr> <td>7. Paving of compound wall (with stone / tile / etc)</td> <td></td> </tr> <tr> <td>8. Borewell</td> <td></td> </tr> </tbody> </table>	Particulars	Cost Rs.	1. External repairs		2. Waterproofing and roofing		3. Internal and external painting		4. Plumbing tiling and flooring and electrical work		5. Grills, waterproofing on terrace and aluminium windows		6. Construction of underground/overhead water tank		7. Paving of compound wall (with stone / tile / etc)		8. Borewell	
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8. Borewell																			

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

Signed & Delivered by the within named borrower/s, this schedule to Home Loan Agreement on the here in above mentioned.

Signed & Delivered by Individual(s) Sole Proprietor Partnership Company

1st Borrower's name _____

1. Borrower

Signed & Delivered by Individual(s) Sole Proprietor Partnership Company

2nd Borrower's name _____

2. Borrower

Signed & Delivered by Individual(s) Sole Proprietor Partnership Company

3rd Borrower's name _____

3. Borrower

Lender

Signed & Delivered on Behalf of AXIS BANK LTD.

Name : _____

Signature _____

Schedule of Charges*

Type of Charges		Charges	
Cash Transaction	Home Branch Deposit	Nil	
	Non Home Branch Deposit	Nil	
	Home Branch Withdrawal	Nil	
	Non Home Branch Withdrawal	Nil	
Non Cash Services	Local Cheque Collection and Payment at Home Branch Location + Fund Transfer	Nil	
	Anywhere Banking	Nil	
Chequebook		Free	
NEFT	Inward	Free	
	Outward	Upto Rs. 10,000/-	Rs.2.50/- per transaction
		Rs 10001 to Rs 1 lakh	Rs 5 per transaction
		Rs 1 lakh to Rs 2 lakh	Rs 15 per transaction
	Above Rs.2 lakh	Rs.25/- per	
RTGS	Inward	Free	
	Outward	Rs.2 Lakh to Rs.5 lakh	Rs.25/- per transaction
		Rs.5 Lakh & Above	Rs.50/- per instrument
Speed Clearing	Upto Rs.1 lakh	Rs.50/- per instrument	
	Above Rs. 1 lakh	Rs. 150/- per instrument	
Cheque Return - Issued by Customer		Rs.500/- cheque	
Cheque Return - Deposited by Customer		Rs. 100/- cheque	
Cheque Return - Deposited by Customer for Outstation Collection		Min Rs.50/- cheque + charges	
Mobile Alerts(Daily & Transaction)		Rs.35/- month	
Cheques Deposited at any Axis Bank branch for outstation collection	Upto Rs. 50,000/-	Rs.50 per instrument	
	Above Rs.50,000 & Upto Rs.1 lakh	Rs. 100 per instrument	
	Above Rs. 1 lakh	Rs. 150 per instrument	

X _____
1. Borrower

X _____
2. Borrower₁₂

X _____
3. Borrower

Demand Drafts		Min Rs.25 per DD
Demand Drafts purchased from other banks		Min Rs.50 per DD
DD drawn on Axis Bank branches- Cancellation , Reissuance or Revalidation		Rs.50/- per instance
DD drawn on Correspondent Bank branches- Cancellation , Reissuance or Revalidation		Rs.100/- per instance+charges
Signature Verification Certificate		Rs 100 per verification
Stop Payment Charges	Per instrument:	Rs.100/- Per Series:Rs.250/-
Account Statement - By post and e-mail		Free
Account Statement - Duplicate statement from Branch		Rs.50 per statement
ECS Return		Rs.200/- per record
ATM card issuance charges		Nil
Duplicate ATM card issuance charges		Rs.150/-
Annual Charges on Loan		Nil
Duplicate Pin issuance charges		Rs.100/-
Penal interest rate		Penal interest @24% per annum i.e. @ 2% per month on the overdue amount of principal/interest
Other Charges*		
Switching Fees	Floating Rate to Fixed Rate	1% on the drawing power with a minimum of of Rs.10,000/-
	Fixed Rate to Floating Rate	2% on the drawing power
	Higher Fixed rate to Lower Fixed rate	0.50% on the drawing power with a minimum of of Rs.10,000/-
	Higher Floating rate to Lower Floating Rate	0.50% on the drawing power with a minimum of of Rs.10,000/-
Duplicate Amortization schedule issuance charges		Rs.250/- Per Instance
Duplicate Interest Certificate(Provisional /Actual) issuance charges		Rs.250/- Per Instance
Issuance charges for Photocopy of title documents		Rs.250/- Per document set
Charges on customer initiated requests for copies of documents		Rs.250/- Per document set
Prepayment charges including part prepayment for floating rate loan		Nil
Prepayment charges including part prepayment for fixed rate loan		2% of drawing power / amount prepaid
Equitable mortgage creation charges		As applicable in the state
Credit Bureau report issuance charges		Rs.50/- Per Instance
CERSAI Charges		Rs 50/- For Loans Upto 5 Lakhs Rs 100/- For Loans above 5 Lakhs

*Goods and Services tax (GST) will be charged extra as per the applicable rates, on all the charges and fees (wherever GST is applicable)

X _____
1. Borrower

X _____
2. Borrower 13

X _____
3. Borrower

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LIST OF DOCUMENTS

Date:

To,
 Asset Sales Centre
 The Branch Head
 Axis Bank Ltd

I/We _____
 have deposited the following original property documents on _____ with AXIS BANK LTD, for the purpose of availing a Loan

Sr No.	Date of Document	Particulars	Original documents	Copy of the document
			Please tick as applicable	
1	/ /			
2	/ /			
3	/ /			
4	/ /			
5	/ /			
6	/ /			
7	/ /			
8	/ /			
9	/ /			
10	/ /			
11	/ /			
12	/ /			
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21	/ /			
22	/ /			
23	/ /			
24	/ /			
25	/ /			
26	/ /			
27	/ /			
28	/ /			
29	/ /			

*In case of any other documents please add another sheet

I/We hereby certify that all the above documents are genuine and given with a bonafide intention for availing the loan.

X _____
 1. Borrower

X _____
 2. Borrower

X _____
 3. Borrower

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DISBURSEMENT REQUEST FORM

Date:

Place:

To,
Asset Sales Centre
The Branch Head
AXIS BANK LTD

Dear Sir,

Sub: Request for Disbursement of my Loan.

I/We have been sanctioned a Loan of Rs. _____ by your bank for purchase of property
in _____. I/We request you to kindly disburse the amount of Rs. _____
(Rupees _____)

I/We request you to kindly issue the cheques/s favoring _____

(print and payable in _____).

I/We also request you to kindly adjust the instalment payable by me toward the facility availed on the 10 th of every
month commencing from ___/___/20___

I/We are aware that I/we need to pay PRE-EMI for the broken period* even if my / our loan is fully disbursed.

Yours faithfully

Signature
(Applicant/Co-applicant)

* Broken period: from date of disbursement till the EMI cycle date.

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POWER OF ATTORNEY

(A POA entitling the Bank to exercise various powers as mentioned in the document including creation of EM)

WHEREAS, AXIS BANK Limited a company incorporated under the Companies Act, 1956 and having its registered office at _____ and Branch office at _____ (hereinafter referred to as "the Bank"), which term shall include its successors, administrators and assigns) has at my / our request granted me/us/our firm / company Loan facility with a total limit up to Rs. (Rupees _____) on the terms and conditions more particularly described under the Loan Agreement dated _____ between the Borrower and the Bank;

WHEREAS the terms and conditions of the said Loan Agreement require repayment of outstanding amount in respect of the Loan facility together with interest, all costs, charges and expenses to be secured by such security as may be required by the Bank including mortgage of the real estate property in relation to the said Loan facility ("the Property").

Whereas in consideration of the Bank having sanctioned the said Loan facility at my/our request. I/ We have created or agreed to create security including mortgage of the real estate property in relation to the said Loan facility as required or may be required in future by the Bank.

WHEREAS in consideration of the Bank having granted sanctioned the said Loan Facility at my/our request, I/ we have agreed to appoint the Bank as my / our true and lawful attorney authorizing the Bank to do all the acts and deeds as may be deemed necessary on my/ our behalf.

NOW ALL MEN AND THESE PRESENTS WITNESS that I/ We do hereby irrevocably nominate, constitute and appoint the Bank act through any of its officers or agents as my/ our true and lawful attorney for me/ us in my/ our name and on behalf of and at my/ our cost and risk to do, execute and perform all or any of the following acts, deeds, matters and things to do so as to

- a) to upkeep the Property;
- b) to create the mortgage of the property in its name or in its nominees name.
- c) to register the Property in the land registry or municipal records;
- d) to represent the Borrower before the governmental or any other authorities in relation to the Property; to take possession of the Property;
- e) to all acts and deeds such as signing documents or applications to give effect to such acts or deeds;
- f) to appoint proxy or proxies for the purpose of representing the Borrower and voting in the meeting of the Co operative Society or Compendium of which the Borrower is a member in relation to the Property; and to apply for, receive and appropriate it towards the Borrower's liability under the Loan, any amount due to the Borrower from his employer.

I/we shall ratify and confirm all acts things deeds performed or to be performed by the Bank or it nominees or substitutes in pursuance of the Powers hereby conferred.

The powers vested in the Bank shall be irrevocable and subsist in favor of the Bank till all my/ our dues to the Bank are fully satisfied.

The aforesaid powers may be exercised by the Bank in its sole discretion but the exercise of the power is not obligatory on the Bank.

The aforesaid powers or any of them 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. I/we also agree and undertake(s) to execute a Power of Attorney for this purpose in favour of the Bank or any other person as directed by the Bank authorizing the Bank or such other person the aforesaid powers on my/ our behalf.

I/We hereby declare that the appointment of the Bank as our attorney shall be irrevocable and be binding on my/ our legal heirs, executors, successors, administrators and assigns.

I/ We hereby further declare that this POWER OF ATTORNEY is granted to the Bank for consideration and is coupled with interest and for that purpose and extent it shall be governed by Section.202 of the Indian Contract Act, 1872. The Bank shall be entitled to exercise all or any of the powers hereby conferred at any time and to this intent it shall not be determined by the death, insolvency, bankruptcy, insanity of any or all of us.

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

IN WITNESS WHEREOF I / WE HAVE EXECUTED THIS POWER OF ATTORNEY ON _____

DAY OF _____ (MONTH) _____ (YEAR)

SIGNED AND DELIVERED BY

Borrower	Name	Signature
----------	------	-----------

1st Borrower		Borrower - 1
--------------	--	--------------

2nd Borrower		Borrower - 2
--------------	--	--------------

3rd Borrower		Borrower - 3
--------------	--	--------------

In presence of:		
-----------------	--	--

Address		
---------	--	--

Applicable only when guarantor is taken

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

INDENTURE OF GUARANTEE

THIS INDENTURE is made at _____ on _____ by _____ aged about _____ years son/daughter of _____ residing at _____/OR/a Company incorporated and registered under the Companies Act, 1976 and having its Registered Office at _____ through its authorized signatory _____ || OR || a partnership firm, carrying on its partnership business under the Partnership Act, 1932 and having its office at _____ || OR || Shri. _____, a Proprietorship Concern having its office at _____ ||OR|| Shri. _____, on behalf of M/s. _____, a trust/society and registered under the _____ || OR || _____, a Joint and Hindu Undivided Family, through its coparceners and all members (hereinafter referred to as the " Guarantor /s " which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns and all persons deriving/claiming title there under) And AXIS BANK LIMITED, a body incorporated under the Companies Act, 1956 and having its Registered Office and Central Office at Ahmedabad and Mumbai respectively and one of the branch offices at _____ hereinafter called "the Bank" (which expression shall include its successors and assigns wherever the context or meaning so require or permit) of the Other Part.

WHEREAS:

1. The _____, residing / based at _____ (hereinafter referred to as "the Borrower") requested the Bank to lend and advance to the Borrower a sum of Rs. _____ (Rupees _____ only) ("the Loan", which term includes so much thereof as may be outstanding from time to time) which the Bank has agreed to lend and advance for the purpose and on the terms and conditions set out in the Facility Agreement dated _____ entered into between the Borrower and the Bank (hereinafter referred to as "the said Agreement", which term includes any amendment thereof as may be carried out from time to time)
2. One of the terms of the said Agreement is that the Loan is to be secured by a Guarantee from the Guarantor/s to which the Guarantor/s agreed and executing these presents.

NOW THIS DEED WITNESSETHAS FOLLOWS:

In consideration of the Premises, the Guarantor hereby unconditionally, absolutely, irrevocably guarantees to and agrees with the Bank as follows: -

1. The Bank shall have the sole discretion to make disbursement(s) and/or interim disbursement(s) to the Borrower from out of the said Loan, at such time, on such conditions and in such manner as the Bank may decide.
2. The Borrower shall duly and punctually repay the said Loan together with interest, service charges, liquidated damages and all other moneys in accordance with the said Agreement between the Borrower and the Bank and perform and comply with all the other terms, conditions and covenants contained in the said Agreement.
3. In the event of any default on the part of the Borrower in payment/repayment of any of the moneys referred to above, or in the event of any default on the part of the Borrower in complying with or performing any of the terms, conditions and covenants contained in the said Agreement the Guarantor shall, upon demand, forthwith pay to the Bank without demur all the amounts payable by the Borrower under the said Agreement.
4. The Guarantor shall also indemnify and keep the Bank indemnified against all losses, damages, costs, claims and expenses whatsoever which the Bank may suffer, pay or incur by reason of or in connection with any such default on the part of the Borrower including legal proceedings taken against the Borrower and/or the Guarantor for recovery of the money referred to in Clause 2 above.
5. The Guarantor hereby agrees that without the concurrence of the Guarantor, the Borrower and the Bank shall be at liberty to vary, alter or modify the terms and conditions of the said Agreement, and of the security created and the security documents executed by the Borrower in favour of the Bank and in particular to defer, postpone or revise the repayment of the said Loan and/or the payment of interest and other monies payable by the Borrower to the Bank on such terms and conditions as may be considered necessary by the Bank the Bank shall also be at liberty to absolutely dispense with or release all or any of the security/ securities furnished or required to be furnished by the Borrower to the Bank to secure the said Loan. The Guarantor agrees that the liability under this Guarantee shall in no manner be affected by any such variations, alterations, modifications, waiver, dispensation with or without release of security and that no further consent of the Guarantor is required for giving effect to any such variations, alteration, modification, waiver dispensation with or without release of security.

X _____
Guarantor

6. The Bank shall have full liberty, without notice to the Guarantor and without in any way effecting this Guarantee to exercise at any time and in any manner any power or powers reserved to the Bank under the said Agreement to enforce or forbear to enforce payment of the said Loan or any part thereof or interest or other moneys due to the Bank from the Borrower or any of the remedies or securities available to the Bank to enter into any composition or compound with or to grant time or any other indulgence or facility to the Borrower and the Guarantor shall not be released by the exercise by the Bank of its liberty in regard to the matters referred to above or by any act or omission on the part of the Bank or by any other matter or thing whatsoever which under the law relating to sureties would be for this provisions have the effect of so releasing the Guarantor and the Guarantor hereby waives in favor of the Bank, so far as may be necessary to give effect to any of the provisions of this Guarantee, all the surety ship and other rights which the Guarantor might otherwise be entitled to enforce.
7. This Guarantee shall be enforceable against the Guarantor notwithstanding that any security or securities comprised in any instrument(s) executed or to be executed by the Borrower in favor of the Bank, shall at the time, be outstanding or unrealized or lost.
8. The Guarantor hereby agrees and declares that the Borrower will be free to avail of further loans or other facilities from the Bank or any other financial institution or bank in addition to the said Loan and/or to secure the same during the subsistence of this Guarantee and in that event the guarantee herein contained will not be affected or vitiated in any way whatsoever but will remain in full force and effect and binding on the Guarantor.
9. The rights of the Bank against the Guarantor shall remain in full force and effect notwithstanding any arrangement which may be reached between the Bank and any other Guarantor(s), if any or notwithstanding the release of such other or others from liability and notwithstanding that any time hereafter such other Guarantor(s) may cease for any reason whatsoever to be liable to the Bank, the Bank shall be at liberty to require the performance by the Guarantor of his obligations hereunder to the same extent in all respects as if the Guarantor had at all times been solely liable to perform the said obligations.
10. To give effect to this Guarantee, the Bank may act as though the Guarantor was the principal debtor to the Bank.'
11. The Guarantor hereby declares and agrees that he has not received and shall not, without the prior consent in writing of the Bank receive any security or commission from the Borrower for giving this Guarantee so long as monies remain due and payable by the Borrower to the Bank under the said Agreement.
12. A certificate in writing signed by a duly authorised official of the Bank shall be conclusive evidence against the Guarantor of the amount for the time being due to the Bank from the Borrower in any action or proceeding brought on this Guarantee against the Guarantor.
13. This Guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Bank by the Borrower and shall be valid and binding on the Guarantor and operative until repayment in full of all monies due to the Bank under the said Agreement.
14. This Guarantee shall be irrevocable and the obligations of the Guarantor hereunder shall not be conditional on the receipt of any prior notice by the Guarantor or by the Borrower and the demand or notice by the Bank as provided in Clause 18 hereof shall be sufficient notice to or demand on the Guarantor.
15. The liability of the Guarantor under this Guarantee shall not be affected by the insolvency or death of the Borrower and / or any other Guarantor or Guarantors.
16. This Guarantee shall be a continuing one and shall remain in full force an effect till such time the Borrower repays in full the said Loan together with interest, commitment charges, liquidated damages, costs, charges and all other moneys that may from time to time become due and payable and remain unpaid to the Bank under the said Agreement.
17. The liability of the Guarantor hereunder shall not exceed the sum of Rs. _____
(Rupees _____) only plus interest, service charges, liquidated damages, costs, charges, expenses and other moneys payable by the Borrower to the Bank under the said Agreement.
18. Any demand for payment or notice under this Guarantee shall be sufficiently given if sent by post to or left at the last known address of the Guarantor or his personal representative(s) such demand or notice is to be made or given, and shall be assumed to have reached the addressee in the course of post, if given by post, and no period of limitation shall commence to run in favour of the Guarantor until after demand for payment in writing shall have been made or given as aforesaid and in proving such notice when sent by post it shall be sufficiently proved that the envelope containing the notice was posted and a certificate by any of the responsible officers of the Bank that to the best of his knowledge and belief, the envelope containing the said notice was so posted shall be conclusive as against the Guarantor, even though it was returned unserved on account of refusal of the Guarantor or otherwise.

X _____
Guarantor

19. The guarantor/s 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 guarantor/s of the credit facilities granted/ to be granted by the Bank for the disclosure by the Bank of information relating to the guarantor/s, any credit facilities availed of / to be availed, by the borrower/guarantor/s, obligations as assumed by the guarantor/s in relation thereto and default, if any, committed in discharge there of

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

1. Information and data relating to guarantor/s / me / us
2. the information or data relating to guarantor/s / my / our obligations in any credit facility granted/ to be granted by the Bank and guaranteed by company/me/ us as a guarantor/s and
3. default, if any committed by borrower/me/ us in discharge of borrower / my / our'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 guarantor/s declares that the information and data furnished by company/me/ us to the AXIS Bank are true and correct.

20. The Guarantor hereby agrees that, the Guarantor is liable to be treated as a Wilful defaulter in terms of the applicable RBI guidelines, in the event, the Lender/Bank makes a claim on the guarantor on account of the default made by the principal debtor, and the Guarantor refuses to comply with the demand made by the Lender / Bank, despite having sufficient means to make payment of the dues.

The guarantor/s undertakes that -

1. The Credit Information Bureau (India) Ltd. and any other agency so authorized may use, process the said information data and date disclosed by the Bank in the manner as deemed fit by them and
2. The Credit Information Bureau (India) Ltd. and 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 grantors or registered users, as may be specified by the Reserve Bank of India in this behalf.

Guarantor

IN WITNESS WHEREOF the parties hereto have set their hands and seal to these presents on the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED by the within named

*IN CASE OF AN INDIVIDUAL

The Guarantor has executed the Deed of Guarantee at the place and date herein above-mentioned

*IN CASE OF A COMPANY

The common seal of the Company has been hereunto affixed the place and date first hereinabove mentioned at.....

The Common Seal of..... Ltd. has been affixed hereunto pursuant to the Resolution of the Board of Directors dated.....in the presence of:

1. _____
2. _____

the Director/s and/or the....., who have in token thereof, subscribed their signature hereto.

*IN CASE OF PARTNERSHIP FIRM

The Partners of the Firm have executed the Deed at the place and date herein above mentioned.

For..... (Name of the Partnership Firm)

(Partners)

*IN CASE OF PROP. CONCERN

The said Proprietor has executed the Deed at the place and date herein above mentioned.

For _____ Proprietor

INDEMNITY

This Indemnity is executed on this _____ day of _____ by Shri/Smt _____ aged _____ years, s/o,d/o,w/o _____ residing at _____ (herein referred to as the Indemnifier, which expression shall, unless repugnant to the context or meaning thereof shall mean and include his/her legal heirs, executors, administrators, successors and assigns.

In favour of

AXIS BANK LTD., a Banking Company, carrying on its banking business under the Banking Regulation Act, 1949, incorporated under the Companies Act, 1956, having its registered office at Trishul, 3rd Floor, Opposite Samaratheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad 380 006 Gujarat and one of its branch office amongst others at _____ (hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof shall mean and include its successors and assigns.

WHEREAS:

1. The indemnifier has in his / her capacity as the ' Purchaser ' executed an Agreement for Sale dated with M/s. _____ for the purchase of Flat situated at _____ (Property) for a total consideration of Rs. _____.
2. As per the said Agreement for Sale, the indemnifier in his/her capacity as the Purchaser is required to pay the total consideration of Rs. _____ in the manner as detailed out in the said Agreement for Sale. The Builder has in the said Agreement for Sale agreed to execute a Sale Deed in favour of the Indemnifier on or before _____.
3. The indemnifier has applied to Axis Bank for the loan amounting to Rs. _____ for the purchase of the said Property. Accordingly Axis Bank has agreed to sanction the said loan and accordingly disburse the same directly to the builder in the manner as detailed out in the Agreement for Sale.
4. Since the said property is still under construction and would take _____ months for completion, the Bank has acceded to the Indemnifier's request of disbursing the said loan amount of Rs. _____ phase wise in the manner as detailed out in the Agreement for Sale on the condition that the Indemnifier executes in favour of Axis Bank an indemnity in the manner acceptable to Axis Bank.

In consideration of the Bank having agreed to sanction and disburse the said loan amount of Rs. _____ phase wise in the manner detailed out in the Agreement for Sale favouring the designated account of the Builder, the Indemnifier hereby agrees that in case due to any reason the Construction of the said Property is not completed by the Builder, the Indemnifier shall indemnify the Bank by continuing to pay the instalments that he/she is are liable to pay on the sanctioned amount every month on the due date failing which the Bank can take any action as it deems fit including recalling of the entire loan amount or approaching the Developer for cancellation of the Agreement for Sale executed with the Indemnifier.

The indemnifier shall indemnify the Bank on account of any delay in construction of the said property for any reason whatsoever including cancellation of booking by the Indemnifier. The indemnifier shall indemnify the bank in the event of any loss caused due to extra ordinary circumstances like any dispute / legal suit / force majeure circumstances, that may impair the completion of the property and result into the property not being completed.

In the event of the project not getting complete due to any circumstances or the cancellation / suspension of membership and the loan has got disbursed, the bank has the right to receive full refund with interest notwithstanding any right or claim of the Indemnifier, the Developer or any other party on the said Property.

This indemnity is executed on _____ day of _____ of _____ at _____ by, the indemnifier.

X _____
Indemnifier / Borrower

Witness

POWER OF ATTORNEY

(A POA entitling the Bank to exercise various powers as mentioned in the document for Balance Transfer cases)

I/We, Shri/Smt/Ms. _____,
S/o/D/o _____ aged about _____ years and
Shri/Smt/Ms. _____, S/o/D/o _____ aged about
_____ years, permanently residing at _____

// OR //

a Company incorporated and registered under the Companies Act, 1976 and having its Registered Office at _____ through its authorized signatory

// OR //

a partnership firm, carrying on its partnership business under the Partnership Act, 1932 and having its office at _____

// OR //

Shri. _____, a Sole
Proprietor of M/s. _____, a Proprietorship Concern
having its office at _____

// OR //

Shri. _____,
on behalf of M/s. _____, a trust/society and registered under the

// OR //

a Joint and Hindu Undivided Family, through its coparceners and all members

WHEREAS:

- a) I have availed loan from _____ Bank, _____ Branch and for this security furnished by me is as under _____ (details of property).
- b) I wish to transfer the said loan to Axis Bank Ltd., _____. Subsequently on request Axis Bank agreed for such a transfer of loan and issued cheque in favour of _____ Bank, clearing all the outstanding as on date.
- c) I am entitled to get the original title deeds back and such other documents in this regard.
- d) I am desirous of appointing some fit and proper person to act for me and do all necessary acts and things in connection with the collection of title deeds and other documents from the _____ Bank

NOW KNOW THE ALL MEN BY THESE PRESENTS WITNESSETH:

That I, the said _____ do hereby nominate, constitute and appoint Axis Bank, _____ (hereinafter referred to as "the Attorney") as my true and lawful Attorney for me and on my behalf to do all of the acts, deeds matters and things and to exercise all or any of the powers and authorities hereby conferred, that is to say:-

X _____
1. Borrower

X _____
2. Borrower
25

X _____
3. Borrower

1. To collect the title deeds from the _____ Bank, _____
branch). Title consisting of
i. _____
ii. _____
iii. _____

2. To collect and receive all the documents from the _____ Bank, _____
(details of branch). Documents consisting of
i. _____
ii. _____
iii. _____

3. To sign instruments and assurances which he shall consider necessary as may be required for fully and effectually for obtaining title deed of the property and other documents.

4. And I hereby agree to ratify and confirm all and whatever other act or acts my said attorney shall lawfully do, execute or perform or cause to be done, executed or performed in connection with the above said powers under and by virtue of this deed notwithstanding no express power in that behalf is hereunder provided.

5. I state that the Power of Attorney so granted shall be valid till such time the above purpose is achieved and thereafter this Power of Attorney shall stand automatically cancelled.

IN WITNESS WHEREOF, I, the said _____, have hereto signed (or, put my signature, or set my hand and seal at _____ this _____ day of _____.

Signed, sealed and delivered by the within
named
in the presence of _____

STANDING INSTRUCTION

From:

To:

**Asset Sales Centre
The Branch Head,
AXIS Bank Ltd.**

Ref: Execution of Standing Instruction

Dear Sir,

This is in reference to the Super Saver Home Loan of INR _____
(Rupees _____)
sanctioned to me by Retail Asset center _____
My O/D Loan Account no. is _____ and
Customer ID is _____

I authorize you to debit an amount equal to outstanding interest (due and unpaid) for last to last three months on 30th /31st of every month starting from _____ from my saving account no. _____
in your branch being unpaid interest due to you.

This instruction is irrevocable.

Yours Truly,

(_____)

As per RBI guidelines , borrower to comply with below three conditions to ensure that the account is not classified as NPA (Non-Performing Asset).

- 1 Borrower to ensure outstanding balance does not remain continuously in excess of Sanction Limit / Drawing Power for 90 days.
2. Borrower to ensure credit transaction in Super Saver O/D account in every 90 days.
3. Borrower to ensure that credits in last three months is sufficient enough to service unpaid interest for the previous three months.

Point number 3 (as above) is elaborated here under for ready reference.

Particulars	Scenario 1	Scenario 2
Previous 3 months Interest (December , January and February)	100+110+120=330	100+110+120=330
Previous 3 months Credits (December , January and February)	50+60+70=180	50+60+70=180
Current 3 months Credits (March, April, May)	30+40+50=120	40+50+60=150
Total Credits	180+120=300	180+120=300
NPA Classification as at 31-05-2017	NPA	STD

STANDING INSTRUCTION

From:

To:

**Asset Sales Centre
The Branch Head,
AXIS Bank Ltd.**

Ref: Execution of Standing Instruction

Dear Sir,

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(Rupees _____)
sanctioned to me by Retail Asset center _____
My O/D Loan Account no. is _____ and
Customer ID is _____

I authorize you to debit an amount equal to outstanding interest (due and unpaid) for last to last three months on 30th /31st of every month starting from _____ from my Super Saver O/D account no. _____ in your branch being unpaid interest due to you.

This instruction is irrevocable.

Yours Truly,

(_____)

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