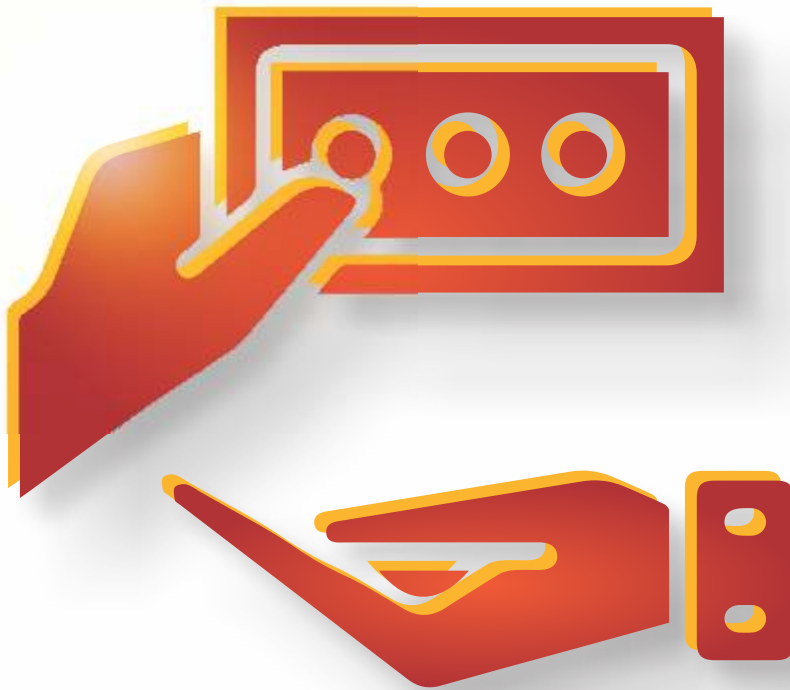


Overdraft Facility Agreement



Customer Name

Agreement No.

OVERDRAFT FACILITY 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 Fincare Small Finance Bank Limited, a banking company incorporated under the provisions of Companies Act, 1956 and having been granted banking license under the provisions of the Banking Regulation Act, 1949, having its registered office at 301-306, 3rd Floor, ABHIJEET -V, Opp. Mayor's Bungalow, Law Garden Road, Mithakhali, Ahmedabad - 380006, Gujarat and one of the branch offices at the place as specified in the Schedule (hereinafter called the "Bank") of the SECOND PART.

Borrower Signature

Co-Borrower(s) Signature

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 Limit (as defined below) under its "Overdraft Against Property" Scheme, (against security of such property / assets of the Borrower as the Bank may from time to time deem fit) 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, vide sanction letter details of which are specified in the Schedule to this Overdraft 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 overdraft against property read in conjunction with the terms and conditions of sanction letter more particularly detailed in the Schedule.

"Account" shall mean the bank account opened and operated or, as the case may be, operated/ maintained by the Borrower with the Bank wherein the Over Draft Facility shall be granted. The operation of the said Account shall be governed by the terms and conditions of the Bank as applicable to the operation of such accounts.

"Agreement" means this Overdraft Facility Agreement executed by the Parties including all the schedules and annexures hereto and any amendment or modification thereof from time to time in accordance with the provisions of this Agreement. It shall also include the Application submitted by the Borrower to the Bank for grant of the Loan and the Sanction Letter issued by the Bank to the Borrower sanctioning the Loan.

"Application" means the application made by the Borrower in the form specified by the Bank for the Overdraft Facility and where the context so requires, all other information submitted by the Borrower to the Bank with a view to avail the Overdraft Facility.

"Borrower" means one or more individual(s), a sole proprietary firm, a partnership firm, a private limited company or a limited company whose name(s) and address(s) is/are stated in the Schedule 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 of 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 persons whose names are mentioned in the Schedule hereto conducting their activities in partnership in the name and the style as mentioned in the Schedule. The said firm together with its partners in their individual capacities hereinafter referred to collectively as the 'Borrower' and shall include them and survivors or survivor of them or partners or partner for the time being thereof and his/her/their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

4. In case the Borrower is a Private limited company/limited company, the term Borrower shall include its successors, administrators and permitted assigns.

"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.

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

"Dues" means the amounts payable by the Borrower to the Bank from time to time under this Agreement which includes the all or, as the case may be, part of the total amounts drawn by the Borrower from the said Account, interest, additional interest, fees, non-utilization charges, costs, other charges and expenses payable by the Borrower under this Agreement.

"Encumbrance" includes a mortgage, charge, lease, pledge, hypothecation, security interest or lien of any description whatsoever.

"Guarantee" means the guarantee (if any) given by the Guarantor to discharge the liability of the Borrower in case of his/her/its/their default under this Agreement or any amendment, modification, supplemental agreement, arrangement or writing in relation hereto or any other due of the Borrower whether in relation to the Overdraft Facility or otherwise.

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

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

"Limit/ Overdraft Limit" means the overdraft limit granted by the Bank in terms of this Agreement against the security of property.

"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.

"Material Adverse Effect" shall mean an event that may, in the opinion of the Bank, impair the financial condition of the Borrower or the ability of the Borrower to perform or comply with its Material obligations under this Agreement.

"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

"Marginal Cost based Lending rate" means the rate so declared by the Bank as its MCLR from time to time and displayed on the notice board of the Bank or website or at the discretion of the Bank, published in newspaper or intimated to the Customer from time to time.

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

"Property" means a real estate property (including a plot of land with or without construction thereon or a flat in a building) against the security 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.

"Sanction Letter" means the letter issued by the Bank sanctioning the Overdraft Facility with the relevant particulars as mentioned in the letter including any such letter issued subsequently with any modification.

"Security" shall mean the security over the moveable and/or, as the case may be, immoveable property as may be created or agreed to be created by the Borrower in favour of the Bank in the manner acceptable to the Bank and such other security as the Bank may require from time to time to secure the payment of the Dues by the Borrower to the Bank and/or the performance of the engagement under this Agreement by the Borrower.

"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. Grant of the Overdraft Facility and the Amount thereof

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 said Maximum Overdraft Limit is the maximum limits that the Bank may allocate to the Borrower and would be subject to such further lower operating limits ("**Operating Limits**") that the Bank may from time to time stipulate.

2.3 The Bank may, at the request of the Borrower, in its absolute discretion, increase the Overdraft Limit and/or, as the case may be, the Operating Limit subject to such additional terms and conditions as the Bank may deem fit including, without limitation, reappraisal of the Borrower's credit.

2.4 The Operating Limit as aforesaid shall, subject to the other terms and conditions of this Agreement, either automatically stand reduced every year at the end of the month in which the Overdraft Facility has been originally granted by an amount equal to "L/N" of the original Overdraft Limit where "L" is the Overdraft Limit and "N" is the total tenure of the Overdraft Facility as provided in Schedule hereto, or the Overdraft Facility shall remain constant during the tenure of the Overdraft Facility, as may be agreed in this agreement by selecting option provided under Schedule hereto.

2.5 Notwithstanding the Overdraft Limit fixed by the Bank unless the Bank otherwise permits, the Borrower shall not be entitled to utilize the Overdraft Facility beyond the Operating Limit which may be determined by the Bank from time to time as aforesaid on the basis of a review of the said Account conducted by the Bank at the end of each calendar year from the date of this Agreement. The Borrower has understood and is aware of the Bank's methodology of computing the Operating Limit and shall keep an up to date check on the price of the Security and compute the Borrower's Operating Limit before issuing any cheque or drawing any moneys under the Loan.

Notwithstanding the aforesaid or anything to the contrary stated elsewhere in this Agreement, the Bank shall be entitled to review the grant of the Overdraft Facility to the Borrower on an annual basis ("**Review**"). The Review of the said Account by the Bank may involve review of the Bank's margin requirements vis-à-vis the margin provided by the Borrower, the value of the Security computed as per the Bank's policy, latest financials of the Borrower and/ or any other factors and/ or documents considered relevant by the Bank. To enable such Review the Borrower shall furnish to the Bank all such details and particulars as may be required by the Bank at least one month prior to such Review. The Bank shall, after such review, be entitled, in its sole discretion, to either discontinue the Overdraft Facility and demand the immediate repayment of the Dues or permit the continuation of the Overdraft Facility subject to such conditions, including the modification of the Tenure and/ or the Operating Limits as aforesaid, as the Bank may deem fit without any intimation to the Borrower, and the Borrower agrees to at all times (and in particular before any cheque is presented for payment) keep itself informed of the Operating Limit and the Bank's margin requirements as varied from time to time. The decision of the Bank in this regard shall be final and binding upon the Borrower. In the event the Review as aforesaid results in modification of the Operating Limit or otherwise results in modification of the Tenure of the Overdraft Facility, the Bank shall intimate the Borrower of the modified terms of the Overdraft Facility. The Borrower hereby agrees and undertakes to be bound by such letters/ communication issued by the Bank. If the Borrower desires not to continue to avail of the Overdraft Facility, then the Borrower shall give at least 30 days prior written notice of the same to the Bank

2.6 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 money 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 applicable Tax, Charges and any other fees, if any, as mentioned in the Schedule, which the Borrower(s) agrees to reimburse to the Bank separately.

3.2 Other charges as applicable to transactions, like Demand Draft, stop payment charges etc for a normal current account shall be applicable for the Overdraft Account.

3.3 In the event the Borrower does not utilize the Overdraft Facility during any year during the tenure of the Overdraft Facility or makes a limited utilization of the Overdraft Facility, the Borrower shall pay to the Bank non-utilization charges as mentioned in the schedule

In the event of the Borrower being desirous of modifying its rate of interest whether as a consequence of shifting from a particular type of interest opted for by the Borrower earlier to another type of interest rate, or otherwise, the Borrower may do so if so permitted by the Bank at such time and on execution of such supplemental documents as may be required by the Bank and further on payment of conversion charges as applicable from time to time, which may be expressed as a percentage of the outstanding Dues. It is hereby clarified that the change by the Borrower from a particular type of interest to another type of interest rate shall take effect only from the immediately following quarter.

In the event the Borrower is desirous of premature closure of the Overdraft Facility by repaying all the Dues and terminating this Overdraft Facility Agreement, the Borrower shall be liable to pay to the Bank premature closure charges at such percentage of the Operating Limit as indicated in the Schedule

The other charges payable by the Borrower on the said Account shall be as per the account opening terms and conditions applicable to accounts similar to the said Account.

All charges paid/ payable by the Borrower to the Bank are non-refundable and the Borrower hereby undertakes not to claim refund of any charges paid by it from the Bank under any circumstances whatsoever.

If the Borrower has committed any event of default as described in this Agreement prior to the full utilization of the Borrower of the Overdraft Facility, the Borrower shall not be permitted by the Bank to make any further draws under the Overdraft Facility. In such case irrespective of the Overdraft Facility amount as mentioned in the Schedule the amounts outstanding in the Account shall be deemed to be the Overdraft Facility for the purpose of this Agreement.

Notwithstanding anything herein contained, the Bank shall have the right, at any time or from time to time, to review and reschedule the tenure of the Overdraft Facility in such manner and to such extent as the Bank may in its sole discretion decide on account of such reason as the Bank may reasonably deem fit. In such event/s the Maximum Overdraft Limit and/ or, as the case may be, the Operating Limit available to the Borrower shall be readjusted by the Bank in a manner as may be determined by the Bank in its sole discretion and intimated to the Borrower

3.4 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, renewal fees, valuation fees, Legal charges, Processing Fees and any other documentation or security creation pursuant to this Agreement along with applicable taxes.

4. Mode of operation of the Overdraft account

4.1 The Bank shall, unless otherwise agreed between the Borrower(s) and the Bank, credit the Limit in lump sum in the Overdraft account of the Borrower.

4.2 The Borrower will have the flexibility to withdraw the Limit by drawing cheques or other modes of withdrawal to the extent of the Limit sanctioned.

4.3 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).

4.4 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. 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.

4.5 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 favor of the Bank, the insurance policy (ies) as required by the Bank;
- iv) The Borrower(s) shall have produced his periodic financial statements as and when required by the bank.

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

5. Interest & Overdraft facility 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 MCLR of the Bank and the Interest rate at daily rest calculated on the daily balance of the utilized amount and payable monthly. The Borrower(s) is aware that the above said rate i.e. MCLR, is as defined and declared from time to time by the Bank in the website.

The Borrower shall pay interest on the average monthly outstanding balance in the said Account. Interest for each month shall be aggregated and debited to the said Account at the end of each respective month and shall be deemed to be a further drawal under the Overdraft Facility and shall be subject to interest accordingly. Notwithstanding the aforesaid, the amount of interest so debited to the said Account at the end of each month shall be paid by the Borrower before stipulated due date by crediting the said Account with an amount equal to the interest so debited. In the event the Borrower utilizes the Overdraft Facility by drawing down moneys in excess of the Operating Limit, the Borrower shall be liable to immediately repay to the Bank amounts so drawn or utilized in excess of the Operating Limit, failing which the Borrower shall, in addition to the interest as aforesaid, be liable to pay Substitute Interest on the entire amounts outstanding at the rate specified in the Schedule

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

5.3 Fincare Small Finance Bank Limited can change the reset frequency for the mortgage loans on a later date at its sole discretion.

5.4 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 last day of the month.

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
- iv) On the actual amount outstanding at end of day.
- 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, costs, taxes 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 favor 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.

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.

Any breach by the Borrower of any of the terms and conditions contained herein including the provisions relating to repayment of the Overdraft Facility, would result in Substitute / Penal Interest being charged to the Borrower at the rate mentioned in the Schedule hereunder written on the entire Dues (which are due and not paid), leviable from the relevant due date on which the default has occurred till the date of actual payment / rectification of default. The same shall be without prejudice to the Bank's other rights and remedies. Also it is hereby clarified that the obligation to pay the substitute interest shall not entitle the Borrower to claim a defence that no event of default as mentioned hereunder has occurred.

5.9 Interest on the Limit shall be payable every month separately.

5.10 The Borrower hereby acknowledges and confirms that in order to work out a suitable method for payment of Interest, the Bank has adopted a reasonable and proper basis and the Borrower agrees to repay the Overdraft Facility, including the interest, in accordance with the provisions of this Agreement.

6. Repayment

6.1 Notwithstanding anything to the contrary contained in this Agreement, The Limit shall be repayable on a demand being made by the Bank at anytime during the tenure of the Limit by giving to the Borrower 7 (seven) clear working days notice in writing. Upon the expiry of the period of notice, the Overdraft Facility shall immediately stand repayable by the Borrower to the Bank.

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.

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

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

6.5 **Terminal Benefits** - The entire outstanding Dues shall be payable immediately by the Borrower to the Bank, if the Borrower opts for any retirement scheme or accepts any offer from his employer providing any benefit on resigning or retiring from the employment prior to superannuation or upon the employer terminating his employment for any reason or upon the Borrower resigning or retiring from the service of the employer for any reason whatsoever. In such a case, the outstanding Dues may be paid from the amount or amounts receivable by him from the employer under such scheme or offer or any terminal benefit, as the case may be. Provided however, in the event of the said amount or amounts being insufficient to repay the said sums to the Bank in full, the unpaid amounts remaining due to the Bank shall be paid by the Borrower forthwith. The

Borrower does hereby irrevocably authorize the Bank to communicate with and receive the said amounts from the Borrower's employer directly.

7. Renewal of account

The renewal of the Overdraft account will happen every twelve months on the basis of past performance/account conduct. The bank has the right to reduce/modify/freeze/withdraw the facility.

The Borrower agrees and authorizes the Bank to renew the facility at its sole discretion at the end of 12 months. Bank at its sole discretion can review and renew the facility and notify the same to the borrower. In case such renewal terms is not acceptable, the Borrower may opt for closure of the said facility by payment of all the outstanding dues in respect of the facility. However if the borrower keeps on using the facility past the renewal date, then it shall be deemed acceptance of the renewed sanction terms and conditions.

8 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 favor 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.

Without prejudice to the generality of the above, the Borrower shall create such additional security (a) in the event of the Dues being more than the market value of the Security or otherwise in accordance with the margin requirements of the Bank; and (b) in the event of destruction or damage or depreciation or fall in value of any Security given to the Bank or the title of any such Security being unclear, unmarketable or encumbered in the opinion of the Bank or affecting the value of the Security in any manner whatsoever.

9. Conditions for Disbursement

The obligation of the Bank to make any disbursement under this Agreement shall be subject to the following conditions:

- (a) Credit Worthiness of the Borrower: The Borrower meets the Bank's requirement of creditworthiness. The Bank shall be entitled to make or cause to be made inquiries as the Bank may deem fit to assess the credit worthiness of the Borrower.
- (b) Non-existence of event of default: No event of default as defined in this Agreement shall have happened.
- (c) Extra ordinary Circumstances: No extra ordinary or other circumstances shall have occurred which in the sole opinion of the Bank may make it improbable for the Borrower to fulfil any of these terms and Conditions.
- (d) Pending Legal Proceedings: The Borrower shall have disclosed to the Bank about any action, suit proceedings, winding up/insolvency proceedings or investigation pending initiated against him/her/it.
- (e) Evidence for Utilisation of Disbursement: The Bank should be satisfied at the time of making any disbursement that the same is required for the purpose as mentioned in Schedule A and as stipulated by the Borrower and the Borrower shall procure evidence satisfactory to the Bank of the proposed utilization of the proceeds of the disbursement of the Overdraft Facility.

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

10. Bank's Rights:

The Bank shall, in relation to the Limit:

a. The Bank shall have an unconditional right to cancel the undrawn/un-availed/unused portion of the Loan at any time during the subsistence of the Loan, without any further 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.

b. 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.

c. 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 reversing 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;

d. 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;

e. have the right to enter the Property, inspect books of accounts and other records maintained by the Borrower(s);

f. have the right to create a charge or mortgage over the Property as security in its own favor or in favor of any third party;

g. have the right to obtain refinance against the Limit as it may consider appropriate;

h. be entitled to disclose any information about the Borrower(s), its 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 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 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 Limit and/or the Borrower(s) from any third party.

i. 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 employer to remit the entire dues (including provident fund, gratuity and compensation) becoming payable by the Borrower from his employer on account of his such cessation of employment and to receive and appropriate the same towards the Borrower's liability under the Loan facility.

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

Being a resident in India, shall not leave India for employment or business or long stay without first fully repaying the outstanding due and payable with interest and other dues, including prepayment charges, if any,

11.1 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 its business 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 that 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.

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; 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. The Borrower shall make punctual payment of all premia and shall not do or suffer to be done any act which may invalidate such insurances and will on receipt of any moneys under the said policies, pay the same to the Bank which shall, at the option of the Bank, be applied either in reinstating or replacing such Security or in repayment of the said Dues. If the Borrower fails to insure or keep insured all/any of such Security as aforesaid, then the Bank shall without prejudice to or affecting its rights hereunder, be at liberty (but not bound) to insure and keep the same insured and the Borrower shall on demand repay to the Bank all amounts spent or incurred by the Bank in doing so, with interest at the rate applicable for the Overdraft Facility as aforesaid.;

(i) shall promptly inform the Bank of any loss or damage to the property due to any force majeure or Act of God;

(j) 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;

(k) 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;

(l) 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;

(m) 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;

(n) 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 favor of the Bank' insufficient,

(o) shall pay and discharge all rates taxes outgoings and charges pertain to the Property, including to the society/condominium/company, promoters, bodies and authorities (public or private),

(p) 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,

(q) shall not stand surety or guarantor for any third party liability or obligation;

(r) 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,

(s) 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,

t) being a resident in India, shall not leave India for employment or business or long stay without first fully repaying the loan then outstanding due and payable with interest and other dues, including prepayment charges, if any, OR being a non resident Indian, shall not leave his/her current place of residence for employment or business or long stay without first fully repaying the Loan then outstanding due and payable with interest and other dues, including prepayment charges, if any;

u) the borrower shall, in case the borrower is a company/firm/body corporate, notify the Bank at least 30 days in advance of any intended a) change in business, constitution or constitution documents or b) closure of its business or c) change in address.

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:

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

12. A) Events of default.

The Bank may by of 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 favor of the Bank for the Limit upon the occurrence (in the sole decision of the Bank) of any one or more of the following:

The Borrower(s) commits any default in the payment of any amount to the Bank when due and payable;

- (a) 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),
- (b) 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 favor of the Bank,
- (c) 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(s) suspends payment to any creditors or threatens to do so, filing of any petition of winding up against the Borrower(s),
- (d) 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,
- (e) 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,
- (f) The value of the property or any security (including guarantee/s) created or tendered by the Borrower(s) in the sole discretion and decision of the Bank, depreciates entitling the Bank to call for further security and the Borrower(s) fails to give additional security,
- (g) If the Property is destroyed, sold, disposed of, alienated, attached or restrained in any manner,
- (h) The Borrower(s) 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 Limit,
- (j) 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,
- (k) If the Borrower(s) ceases or threatens to cease or carry on its Business,
- (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(s) exceed the Borrower(s)' assets or that the Borrower(s) 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(s) to repay the Limit or any part thereof.

Borrower Signature

Co-Borrower(s) Signature

- (n) If the Limit or any part thereof is utilized for any purpose other than the purpose for which it is applied by the Borrower(s) and sanctioned by the Bank,
- (o) If any attachment, distress, execution or other process against the Borrower(s) or any of the securities is enforced or levied upon,
- (p) 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,
- (q) 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,
- (r) If the Borrower(s) fails to furnish any information or documents required by the Bank,
- (s) 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,
- (t) The borrower is prohibited from using the loan amount or any part thereof for any purpose other than for which it has been sanctioned and if the bank apprehends or it has reason to believe that the borrower has violated or is violating this condition, it has right to recall the loan amount or any part thereof at once notwithstanding anything to the contrary contained in the above or any other agreement.

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, 2013 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, without prejudice to the other rights and remedies available to the Bank, the Bank shall have the right to do any or all of the following as may be permissible under applicable laws:-

- a) To recall the facility and recover the entire dues,,
- b) To suspend any withdrawal to be effected in the overdraft 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 moneys 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.

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

The borrower(s) shall appoint Fincare Small Finance Bank Limited 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.

14. Assignment and Transfer.

1. The Bank shall have the right to sell or transfer (by way of assignment, securitization 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 or under such terms and conditions as the Bank may decide in its sole discretion without reference to or intimation to the Borrower(s).

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.

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.

15. 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.

16. Miscellaneous.

a) 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 overdraft Facility 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.

b) 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

process on 30 May 2021 i.e. upon completion of 60 days of being continuously overdue. Accordingly, the date of SMA-2 classification for that account shall be 30 May 2021.

17. BUREAUCLAUSE

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 Fincare Small Finance Bank Limited 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 / ours such obligation as the Fincare Small Finance Bank Limited may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Ltd, Information Utility (IU) and any other agency, statutory bodies authorized in this behalf by RBI or by Law.

The Borrower(s) declares that the information and data furnished by Borrower(s) / me/ us to the Fincare Small Finance Bank Limited are true and correct.

The Borrower(s) undertakes that –

1. The Credit Information Bureau (India) Ltd, Information Utility (IU) and 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
2. The Credit Information Bureau (India) Ltd, Information Utility (IU) 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, statutory bodies or registered users, as may be specified by the Reserve Bank of India or by Law 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.

18. JURISDICTION AND ARBITRATION

1.It is agreed that the courts/tribunals/authorities in the area where the agreement is executed, shall have exclusive jurisdiction.

2. Unless the same falls within the jurisdiction of the Debt Recovery Tribunal established under the Recovery of Debts Due To Banks and Financial Institutions Act,1993 or any amendment or re-enactment thereof, any and all claims and disputes arising out of or in connection with this agreement or its performance shall be settled by Arbitration. Such Arbitration shall be conducted in accordance with the provisions of the Indian

Arbitration and Conciliation Act, 1996 or any amendment or re-enactment thereof by a single arbitrator to be appointed by the Bank. The venue of arbitration shall be Bengaluru, Karnataka, India or at any city in India, the Bank reserves its right for the same. Arbitration Proceeding shall be held and conducted in place at the sole discretion of the Bank and the arbitration shall be conducted in English language or vernacular language of the Karnataka or the state, where the Arbitration Proceeding conducted, as the case may be and the award of such arbitrator shall be final and binding upon the Parties hereto.

3. In the event that the claim or dispute does not fall within the jurisdiction of the Debt Recovery Tribunal established under the Recovery of Debts Due To Banks and Financial Institutions Act, 1993 or any amendment or re-enactment thereof, for the purpose of arbitration mentioned in above clause, subject to the provisions of any law for the time being in force in India, the courts in the state where the Agreement is executed shall have exclusive jurisdiction in relation to this Agreement, the Arbitration and all matter arising in connection herewith and therewith.

SCHEDULE

A) Borrower's Name (to be filled below as appropriate)

Individual and address:

Proprietorship Firm and address:

Partnership Firm and address:

Private Limited Company and address:

B) Business (Manufacturing/Trading/Service):

C) Residence Address:

D) The Description of the Immovable Property of Mortgage,

ALL THOSE piece and parcels of immovable property bearing no -
PROPERTY SCHEDULE
On or towards the East : On or towards the West: On or towards the North : On or towards the South :

E) Bank Branch handling the loan account: _____

F) Nature of Facility: _____

G) Amount of Limit: _____

H) Sanction letter date: _____

Borrower Signature

Co-Borrower(s) Signature

I) Interest: _____ % Per Annum

J) MCLR Reset frequency: At the time of facility renewal (Annual)

K) Renewal Fee: _____% of the opening OD limit amount for the renewal period, along with applicable tax and surcharge thereon would be charged at the time of each renewal. This fee would be automatically debited from the OD account of the customer at the time of renewal of the facility.

L) Penal Interest: _____% incremental interest to be applied over and above the current interest rate on the amount utilized above the overdraft limit/drawing power.

M) Foreclosure Charges: _____% (+applicable tax) of the Opening Overdraft limit set for the specific year.

N) Processing fees _____% (+tax)

O) Term of Credit Facility is 10 years subject to renewal at the interval of every 12 months as stipulated in this Agreement

*Taxes will be charged extra as per the applicable rates on all the charges and fees (wherever taxes is applicable).

P) Security:

(a) Mortgage of Property,

(b) Any other security as may be required to be furnished by the Borrower and as intimated by the Bank from time to time.

Q) Repayment

Repayment of the Limit shall be as per the terms and conditions stipulated in the

Sanction letter dated -----.

The Bank shall be entitled to revise the rate/charges/fees/terms as mentioned above at any time and/or from time to time as per its policy, market conditions and/or applicable laws and regulations, if any, during the tenor of the Loan at its sole discretion. Such variation/revisions shall have a prospective effect. The Bank shall inform the Borrowers about the variation in due course by way of publishing it in any newspaper/branch notice board/ bank website or by sending as an intimation to the Borrowers.

Borrower Name	Signature
1	
2	
3	
4	
5	
6	
7	

For Fincare Small Finance Bank Limited

Authorised Signatory

Place :

Date :

END USE LETTER

Date:

Place:

To,

Fincare Small Finance Bank Limited,
835/39, Bren Mercury, 5th Floor,
Kaikondanalli Varthur Hobli ,Bangalore East Taluk,
Bangalore – 560102, Karnataka.

Dear Sir,

Sub: Application for Overdraft Facility.

I,Mr/Mrs/M/s..... refer to the Application submitted by me/we to Fincare Small Finance Bank Limited for availing of an Overdraft Facility from Fincare Small Finance Bank Limited.

The overdraft facility will be used for the purpose of

I hereby represent, warrant and confirm that the aforesaid purpose is a valid purpose and also agree and undertake to utilize the facility only for the above mentioned purpose and that the loan shall not be used for any illegal and/or antisocial and/or speculative purposes including but not limited to participation in stock markets/IPOs.

I further agree, confirm and undertake that the purpose of use of funds under the facility shall not be changed in any manner during the tenor of the facility or that such change in purpose shall take place only with the prior written permission of Fincare Small Finance Bank Limited. I agree that any breach or default in complying with all or any of the aforesaid undertaking (s) will constitute an event of default under the Facility Agreement executed with the bank and accordingly the bank will have the right to initiate appropriate recovery proceedings for recovering the outstanding dues in the loan account.

Thanking you.

Yours Sincerely,

Borrower

Co-Borrower(s):

LIST OF PROPERTY DOCUMENTS

To,

Fincare Small Finance Bank Limited.
835/39, Bren Mercury, 5th Floor,
Kaikondanalli Varthur Hobli ,Bangalore East Taluk,
Bangalore – 560102, Karnataka

I/We.....
..... have deposited the following original property documents with Fincare Small Finance Bank Limited, for the purpose of availing an Overdraft facility against property.

Sr.	Date of Document	Description of the documents	Type of Documents (Original/Certified/Photo Copy)	Remarks
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

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

Date:

Place:

Borrower Signature

Co-Borrower(s) Signature

Deliberately left blank

Borrower Signature

Co-Borrower(s) Signature

PDC COVERING LETTER

Dated: _____

Place : _____

To,

Fincare Small Finance Bank Limited,
835/39, Bren Mercury, 5th Floor,
Kaikondanalli Varthur Hobli ,Bangalore East Taluk,
Bangalore – 560102, Karnataka

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 Fincare Small Finance Bank Limited bearing the following particulars being submitted towards repayment of the loan availed from your Bank. The post-dated cheques / security cheques contain my/ authorized signatories' genuine signature, which shall not be disputed by me.

1. Name of the Drawee Bank :

2. Name of the Drawee Bank Branch :

3. Cheque Numbers.....

I/We agree that the Post dated cheques / Security cheques are given towards loan repayment/ instalments of the debt due and payable by me/us to the Bank in terms of the Loan Agreement.

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

Signature of Borrower/s.

OR

For and on behalf of M/s _____,

Director/Authorized Signatory,

Name _____ ,

OR

Through Authorised Partner(s)

(Applicable where Borrower is a Partnership Firm / Limited Liability Partnership)

OR

Through its Proprietor,

Borrower Signature

Co-Borrower(s) Signature

DISBURSEMENT REQUEST FORM

Date:

Place:

To,

Fincare Small Finance Bank Limited.
835/39, Bren Mercury, 5th Floor,
Kaikondanalli Varthur Hobli ,Bangalore East Taluk,
Bangalore – 560102, Karnataka.

Dear Sir,

Sub: Request for opening the limit of my Overdraft Against Property.

I/We have been sanctioned an Overdraft Against Property of INR..... by your bank against residential/commercial property.

I/We request you to kindly open the limit for an amount of INR...../ INR..... (Only).

I /We request you to kindly offer the limit favoring

Yours faithfully,

Signature

Borrower Signature

Co-Borrower(s) Signature

LETTER OF CONTINUITY

(For Individual)

Date:

Place:

Fincare Small Finance Bank Limited.
835/39, Bren Mercury, 5th Floor,
Kaikondanalli Varthur Hobli ,Bangalore East Taluk,
Bangalore – 560102, Karnataka.

Dear Sirs,

I/We, _____ residence at _____ that pursuant to a facility Agreement dated _____ entered into between Fincare Small Finance Bank Limited and me / us (hereinafter referred to as the "Facility Agreement" which expression shall be deemed to include all amendments / restatements / supplements thereto, and novations thereof from time to time) enclose my/ our promissory note for INR. _____/- (INR _____ Only) dated _____, payable on demand, which is given to Fincare Small Finance Bank Limited by me/us as and by way of security for the payment/repayment by me/us to Fincare Small Finance Bank Limited of any sum now due or payable or which may hereafter be or become due or payable by me/ us to Fincare Small Finance Bank Limited under/in terms of the facility Agreement together with the relevant Schedules thereto notwithstanding the fact that the facility may from time to time be reduced or extinguished or cancelled, or the balance in my/our current account with Fincare Small Finance Bank Limited is brought to nil or into credit, the intention being that the security shall be a continuing security at all times for the facility availed of by me/us from Fincare Small Finance Bank Limited together with interest thereon and further interest default interest, costs, charges, expenses and other amounts payable by me/us to Fincare Small Finance Bank Limited.

I/We hereby confirm, agree and acknowledge that where there is more than one signatory hereto or under the Demand Promissory Note, my/ our liability under the same is joint and several along with the other co-obligants whether as co-borrower, surety or otherwise.

All capitalised terms used herein and not defined herein but defined in the Facility Agreement shall have the same meaning as assigned to them in the Facility Agreement.

Name _____ Name _____ Name _____ Name _____
Signature Signature Signature Signature

LETTER OF CONTINUITY

(For non-individuals)

Date:

Place:

To,

Fincare Small Finance Bank Limited.
835/39, Bren Mercury, 5th Floor,
Kaikondanalli Varthur Hobli ,Bangalore East Taluk,
Bangalore – 560102, Karnataka

Dear Sirs,

We, _____ a company incorporated under the provisions of the Companies Act, 1956/ 2013 / Partnership Firm within the meaning of the Partnership Act, 1932 / Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2008/ Sole Proprietorship Firm /HUF / Trustee/ having its registered office / place of business at _____

and acting (where applicable) through Mr. / Ms. _____ who is duly authorized in that behalf vide Board Resolution / resolution of members / Letter of Authority / Power of Attorney dated _____, acknowledge that pursuant to a facility Agreement dated _____ entered into between Fincare Small Finance Bank Limited and me / us (hereinafter referred to as the "Facility Agreement" which expression shall be deemed to include all amendments / restatements / supplements thereto, and novations thereof from time to time) enclose my/ our promissory note for INR. _____/- (INR _____ Only) dated _____, payable on demand, which is given to Fincare Small Finance Bank Limited by me/us as and by way of security for the payment/repayment by me/us to Fincare Small Finance Bank Limited of any sum now due or payable or which may hereafter be or become due or payable by me/ us to Fincare Small Finance Bank Limited under/in terms of the facility Agreement together with the relevant Schedules thereto notwithstanding the fact that the facility may from time to time be reduced or extinguished or cancelled or the balance in my/our current account with Fincare Small Finance Bank Limited is brought to nil or into credit, the intention being that the security shall be a continuing security at all times for the facility availed of by me/us from Fincare Small Finance Bank Limited together with interest thereon and further interest default interest, costs, charges, expenses and other amounts payable by me/us to Fincare Small Finance Bank Limited.

I/We hereby confirm, agree and acknowledge that where there is more than one signatory hereto or under the Demand Promissory Note, my/ our liability under the same is joint and several along with the other co-obligants whether as co-borrower, surety or otherwise.

All capitalised terms used herein and not defined herein but defined in the Facility Agreement shall have the same meaning as assigned to them in the Facility Agreement.

Name _____

Director/Authorized Signatory,
The common seal of _____)
Was affixed hereunto pursuant to a resolution _____)
Passed by the board of Directors at their meeting held on _____)
In the presence of _____)
_____)
of the company who has /have in token thereof _____)
Affixed his / her signature /signatures hereto _____)
[Applicable where the Borrower is a Company]

Signature / Common Seal

OR

Through Authorised Partner(s)
[Applicable where Borrower is a Partnership Firm / Limited Liability Partnership]

OR

Through its Proprietor,
[Applicable where Borrower is a Proprietorship Firm]

OR

Through its Karta and Members
[Applicable where Borrower is a HUF]

OR

Through its Trustee(s)
[Applicable where Borrower is a Trust]

DEMAND PROMISSORY NOTE

(For non-individuals)

INR:...../-

ON DEMAND, I/We..... , promise to pay Fincare Small Finance Bank Limited or order, the sum of INR...../- (INR Only) together with interest from the date hereof, at..... percent or such other rate the Bank may fix from time to time, in relation to the Bank's MCLR , compounding and payable for value received.

IN WITNESS WHEREOF the common seal ofhas been hereunto affixed on the day and year first hereinabove mentioned pursuant to the Resolution of the Board of Directors dated..... in the presence of:

- 1.
- 2.

Place:

Date:

Cross signature on Rs
One revenue stamp

Borrower/Co-Borrowers

Borrower Signature

Co-Borrower(s) Signature

JOINT AND SEVERAL DEMAND PROMISSORY NOTE

(For individuals)

INR...../-

On Demand We

1).....

2).....

3).....

4).....

jointly and severally promise to pay Fincare Small Finance Bank Limited or order the sum of INR..... (INROnly) for value received along with interest at the rate ofpercent or such other rate as the Bank may fix from time to time, in relation to the Bank's MCLR , compounding and payable for value received.

Place:

Date:

Cross signature on Rs
One revenue stamp

Borrower/Co-Borrowers

Borrower Signature

Co-Borrower(s) Signature

DEMAND PROMISSORY NOTE DELIVERY CUM WAIVER LETTER

To,

Fincare Small Finance Bank Limited,
835/39, Bren Mercury, 5th Floor,
Kaikondanalli Varthur Hobli ,Bangalore East Taluk,
Bangalore – 560102, Karnataka

Dear Sir,

Please take delivery of the accompanying Demand Promissory Note dated..... for INR...../-
(INR.....Only) made by me/us in favour of
Fincare Small Finance Bank Limited.

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 dishonor 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 us the Fincare Small Finance Bank Limited. is at liberty to give time for payment to us without discharging 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 Credit facility granted 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 Loan account from time to time, the Credit facility may from time to time be reduced or extinguished or even that the balance of the said account(s) may be at credit.

Place:

Date:.....

Cross signature on Rs One revenue stamp
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Borrowers & Co-Borrower

Borrower Signature

Co-Borrower(s) Signature

LETTER OF GENERAL LIEN AND SET-OFF

To,

Fincare Small Finance Bank Limited,
835/39, Bren Mercury, 5th Floor,
Kaikondanalli Varthur Hobli ,Bangalore East Taluk,
Bangalore – 560102, Karnataka.

LETTER OF GENERAL LIEN AND SET-OFF IN RESPECT OF DEPOSITS/CREDIT BALANCES/MARGIN PAYMENTS In consideration of your granting or continuing to make available credit or banking facilities or other accommodation, for so long as you may think fit, to _____ (name of the borrower/s) (hereinafter referred to as the "Borrower") and/or, at the request of the undersigned, to any other person, firm, corporation or customer of any kind, the undersigned hereby agrees and undertakes that:-

1. you may, at any time and without notice to the undersigned, combine or consolidate all or any of the then existing accounts of the undersigned (of whatsoever nature and whether or not subject to notice) and set off or transfer any sums standing to the credit of any one or more such accounts in or towards satisfaction of any of the liabilities of the undersigned to you on any other account or in any other respect, whether as principal, or surety or otherwise including liabilities under facilities or accommodation for an unexpired fixed term or in respect of foreign exchange dealings or under guarantees or indemnities or other instruments whatsoever given or assumed by you at the request of the undersigned, whether such liabilities be present or future, actual or contingent, primary or collateral and several or joint. Where any such combination, consolidation, set off or transfer needs the conversion of one currency into another, such conversion shall be calculated at the spot rate of exchange (as conclusive determined by you) for telegraphic transfers between the currencies at the time of the combination, consolidation, set off or transfer.
2. where any monies may from time to time be deposited with you by the undersigned, or are otherwise held by you, especially for the purpose of providing you with cash cover/cash margin in respect of the payment, discharge or satisfaction of any monies, obligations or liabilities of the undersigned to you, the undersigned:- (a) shall not and shall not be entitled to withdraw any such monies (and so that you shall have no obligation to release or repay any such monies) and shall not do or omit to do any act or thing which may in any way delay or prejudice your right to retain such monies or apply all or any part of such monies in or towards such payment, discharge or satisfaction; (b) shall not mortgage, charge, pledge or otherwise encumber or assign, transfer or otherwise deal with or grant or suffer to arise any third party rights over or against the whole or any part of such monies or purport to do so, except in your favour.
3. you are authorised, in your absolute discretion, at any time and from time to time to notify any other creditors of the undersigned of the terms of the agreements and undertakings set out herein;
4. nothing herein shall restrict the operation of any general lien, set-off or other rights or remedies available to you, whether by law or otherwise, and this letter of general lien & set-off is in addition and without prejudice to any lien, guarantee, mortgage or security now or hereafter held by you;
5. this letter of set-off is governed by and shall be construed in accordance with the laws of India and the undersigned hereby irrevocably submits to the jurisdiction of the Bangalore Courts, but it shall be open to you to enforce the terms hereof in the Courts of any other competent jurisdiction. The undersigned undertakes, on your request, to nominate an agent with an address in India to accept service of any legal process in India on behalf of the undersigned and such

agent shall acknowledge in writing to you its appointment as such agent and service of legal process on such agent shall be deemed to constitute service on the undersigned.

Dated this _____ day of _____ 20____ at _____. Signed by

Name of the Borrower/s (_____),

Signature of Borrowers/s

(In case of Non-Individual)

For and on behalf of (Name of Borrower _____)

Authorised Signature

DECLARATION IF THE BORROWER(S) SIGNS IN VERNACULAR LANGUAGE

I _____, Son/daughter of _____ adult and inhabitant of _____ residing at _____, do hereby state and declare on solemn affirmation as under:

I have read out and explained the contents of the loan documents and all other documents incidental to availing the loan from Fincare Small Finance Bank Limited to Mr. /Mrs _____, and Mr. /Mrs. _____ and he/ she/they have understood the same and do hereby agree to abide by all the terms and conditions of the loan and the clauses of the same. Pursuant to the same the Borrower(s) is affixing his signature/ thumb impression herein below.

I declare that whatever I have stated hereinabove is true and correct.

Solemnly affirmed at _____ on this ____ day of _____ 20____ at _____

Witness Signature: _____

Witness Name: _____

Witness Relation with Borrower: _____

Witness Place: _____

(Signature/thumb impression of Borrower(s) with Name who is signing in vernacular language)

